



Absorb Software Inc.
#2500, 685 Centre St S,
Calgary, AB, Canada T2G 1S5

RENEWAL ORDER FORM

Quote #: Q046133

Quote Expires: May 23, 2025

CLIENT

City of Port St. Lucie

Phillip Corsi
121 Southwest Port Saint Lucie Boulevard
Port St. Lucie FL 34984
United States

RENEWAL TERM START DATE: June 3, 2025

RENEWAL SERVICE TERM: 24 months

AUTO RENEW: Yes

SALESPERSON	EMAIL	CURRENCY	PAYMENT TERMS
Emma Scott	emma.scott@absorblms.com	USD	Net 30

SUBSCRIPTIONS

YEAR 1: June 3, 2025 – June 2, 2026

Base Subscription(s)

NAME	QTY	PRICE	PER	TOTAL
PRO - Quarterly License (active users) with Elite Support 25% Discount	2,000	USD 8,594.60	Quarter	USD 6,445.95
PRO - Quarterly License (inactive users) with Elite Support 100% Discount	2,000	USD 1,100.00	Quarter	USD 0.00

Additional Subscription(s)

NAME	QTY	UNIT PRICE	PER	TOTAL
Absorb Amplify Max Per User - Quarterly (Subset) 37.79% Discount	60	USD 32.25	Quarter	USD 1,203.75
Absorb Engage Quarterly 75% Discount	1	USD 1,411.06	Quarter	USD 352.77
Absorb Create LI (1 License+) - Quarterly 100% Discount	1	USD 393.75	Quarter	USD 0.00
Elite Service - Quarterly 20% Discount	1	USD 1,443.75	Quarter	USD 1,155.00

YEAR 2: June 3, 2026 – June 2, 2027

Base Subscription(s)

NAME	QTY	PRICE	PER	TOTAL
PRO - Quarterly License (active users)	2,000	USD 9,282.16	Quarter	USD 6,897.16

with Elite Support 25.69% Discount				
PRO - Quarterly License (inactive users) with Elite Support 100% Discount	2,000	USD 1,100.00	Quarter	USD 0.00

Additional Subscription(s)

NAME	QTY	UNIT PRICE	PER	TOTAL
Absorb Amplify Max Per User - Quarterly (Subset) 38.37% Discount	60	USD 34.83	Quarter	USD 1,288.01
Absorb Engage Quarterly 75.23% Discount	1	USD 1,523.95	Quarter	USD 377.46
Absorb Create LI (1 License+) - Quarterly 100% Discount	1	USD 425.25	Quarter	USD 0.00
Elite Service - Quarterly 20.74% Discount	1	USD 1,559.25	Quarter	USD 1,235.85

PLAN DESCRIPTIONS

Absorb LMS Billing

A. Definitions:

(i) Active: the User record has the "Is Active" toggle set to "Active" in the Absorb LMS.

(ii) Inactive: the User record has the "Is Active" toggle set to "Inactive" in the Absorb LMS.

B. Pricing consists of two components:

(i) Subscriptions - Active Users: Client's base pricing for the Absorb LMS includes the number of User licenses for "Active" Users shown on the first page of the Order Form. If Client's "Active" User license count exceeds the number of licenses included in the Client's User tier at any point during the billing period of a Service Term, Client will be invoiced for the next tier of User licenses as shown in the User tier table on the Order Form. The Fees for the next tier will be prorated based on the amount of time remaining in the current billing period at the time of invoice and shall be billed annually thereafter.

(ii) Subscriptions - Inactive Users: Client's base pricing for the Absorb LMS includes the number of User licenses for "Inactive" Users shown on the first page of the Order Form. If Client's "Inactive" User license count exceeds the number of licenses included in the Client's User tier at any point during the billing period of a Service Term, Client will be invoiced for the next tier of User licenses as shown in the User tier table on the Order Form. The Fees for the next tier will be prorated based on the amount of time remaining in the current billing period at the time of invoice and shall be billed annually thereafter.

VOLUME PRICES

YEAR 1: June 3, 2025 – June 2, 2026

UOM	QUANTITY	PRICE
Active Users	0 - 2,000	USD 8,594.60
Active Users	2,001 - 2,500	USD 9,323.61
Active Users	2,501 - 3,000	USD 9,860.77
Active Users	3,001 - 4,000	USD 11,433.89
Active Users	4,001 - 5,000	USD 12,853.53

YEAR 2: June 3, 2026 – June 2, 2027

UOM	QUANTITY	PRICE
Active Users	0 - 2,000	USD 9,282.16
Active Users	2,001 - 2,500	USD 10,069.49
Active Users	2,501 - 3,000	USD 10,649.62
Active Users	3,001 - 4,000	USD 12,348.59
Active Users	4,001 - 5,000	USD 13,881.80

AMPLIFY PRICES

YEAR 1: June 3, 2025 – June 2, 2026

UOM	QUANTITY	PRICE
Amplify Licenses	0 - 250	USD 32.25
Amplify Licenses	251 - 500	USD 27.25
Amplify Licenses	501 - 750	USD 22.25
Amplify Licenses	751 - 1,000	USD 19.75
Amplify Licenses	1,001 - 1,500	USD 17.25

YEAR 2: June 3, 2026 – June 2, 2027

UOM	QUANTITY	PRICE
Amplify Licenses	0 - 250	USD 34.83
Amplify Licenses	251 - 500	USD 29.43
Amplify Licenses	501 - 750	USD 24.03
Amplify Licenses	751 - 1,000	USD 21.33
Amplify Licenses	1,001 - 1,500	USD 18.63

PAYMENT STRUCTURE:

YEAR 1

INVOICE DATE	AMOUNT
June 7, 2025	\$9,157.46
September 7, 2025	\$9,157.46
December 7, 2025	\$9,157.46
March 7, 2026	\$9,157.46

YEAR 2

INVOICE DATE	AMOUNT
June 7, 2026	\$9,798.49
September 7, 2026	\$9,798.49
December 7, 2026	\$9,798.49
March 7, 2027	\$9,798.49

Billed To

Phillip Corsi
121 Southwest Port Saint Lucie Boulevard
Port St. Lucie, FL 34984
United States

+1 772 812 3822
pcorsi@cityofpsl.com

Sold To (for taxes)

Phillip Corsi
121 Southwest Port Saint Lucie Boulevard
Port St. Lucie, FL 34984
United States

+1 772 812 3822
pcorsi@cityofpsl.com

ABSORB PORTAL ID	PORTAL NAME	SUBSCRIPTION
a0ca48d0-55a8-40da-a8fb-8d2ccb16cdf0	AbsorbPSL	A-S00006966

Billing Terms

*The Effective Date is the date of last signature and the date on which the Agreement becomes effective.

One-Time Fees will be billed on the Renewal Term Start Date.

Recurring Subscription Fees will be billed on the Renewal Term Start Date and subject to the billing frequency set forth herein.

Terms & Conditions

Absorb Software Inc. is providing the Services to you as provided in this Order Form and in accordance with the Absorb Software Inc. Service Terms and Conditions attached hereto as Schedule "A" as amended by the First Amendment to Agreement attached hereto as Exhibit 1, and Amendment #2 attached hereto as Exhibit 2 (collectively, with all exhibits, appendices, and addenda thereto, referred to as the "Agreement"). By signing below, you agree to be bound by the terms of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

City of Port St. Lucie

Signature: _____

Title: _____

Name (Print): _____

Date: _____

Absorb Software Inc.



Signature: _____

Title: Manager, Account Management

Name (Print): Aidan Rogers

Date: _____

For any questions, please contact

Emma Scott at emma.scott@absorblms.com

SERVICE TERMS AND CONDITIONS

THE ORDER FORM (AS DEFINED BELOW) AND THESE SERVICE TERMS AND CONDITIONS (THE “**SERVICE TERMS AND CONDITIONS**”) INCLUDING APPLICABLE EXHIBITS, SCHEDULES, AND ANY ADDENDA OR AMENDMENTS THERETO (COLLECTIVELY REFERRED TO AS THE “**AGREEMENT**”), SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU (AS AN INDIVIDUAL) OR THE LEGAL ENTITY THAT YOU REPRESENT AND ITS AFFILIATES (“**CLIENT**”) AND ABSORB SOFTWARE INC. OR OTHER AFFILIATE COMPANY AS IDENTIFIED IN AN ORDER FORM (“**ABSORB**”), CONCERNING USE OF THE SERVICE (AS DEFINED HEREIN). BY ORDERING OR OTHERWISE USING THE SERVICE, CLIENT AGREES TO AND ACCEPTS THIS AGREEMENT IN ITS ENTIRETY. ABSORB AND CLIENT MAY BE REFERRED TO COLLECTIVELY AS THE “**PARTIES**” OR INDIVIDUALLY AS A “**PARTY**.”

These Service Terms and Conditions include the following Exhibit(s), and to the extent applicable, are incorporated herein by this reference:

Exhibit A	Service Level Agreement
Exhibit B	Data Processing Agreement (if applicable)

DEFINITIONS: In the Agreement, the following terms shall have the following definitions:

“**Absorb Academy**” means a structured curriculum that teaches Admins how to use Absorb LMS. Absorb Academy is available at Client’s leisure through its portal’s Help & Support menu and will cover the most common features of the Absorb LMS.

“**Absorb LMS**” means Absorb’s Learning Management System, a wholly Absorb owned proprietary Internet-based software-as-a-service application, including all related software, associated offline components, and other designated websites, as provided by Absorb.

“**Add-on Services**” means any component, product, services or module provided by Absorb and purchased as part of the Service as set forth in an applicable Order Form. Add-on Services may include, but are not limited to services such as Absorb Analyze, Absorb Engage, Absorb Create, SSO, Absorb Amplify, or services such as Elite Service, Enterprise Service, Historical Imports or Exports, Professional Services, Design Services, etc.

“**Admin**” means a User who is a system administrator with “Admin” access enabled on their user profile.

“**Affiliate**” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities/shares of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity.

“**AI Features**” means certain artificial intelligence algorithms, features or functionalities provided by Absorb and made available within the Services.

“**AI-Generated Content**” means content generated by Client using an AI Feature in the Services. AI-Generated Content is considered Client Content.

“**Client Content**” means courses, programs, materials, and other collateral uploaded to the Service or created by use of or through the Service by Client or on Client’s behalf, including AI-Generated Content. Client Content shall not include Content Services.

“**Client Data**” means any and all User records or data files created or submitted through the Services by Client or on behalf of Client, in connection with the Service. Client Data includes Personal Data but does not include Client Content.

“**Content Services**” means the Absorb provided training courses, programs and/or content delivered by Absorb to Client through the Absorb LMS. Content Services do not include any content, courses or similar materials, trainings or programs provided by a Third-Party Application.

“**Documentation**” means any and all materials in written, computer-readable or other form or format, including but not limited to HTML and PDF, containing Absorb’s technical documentation and usage guides, and other written information made available through the Knowledge Base, Absorb Academy or through the Service that describes the specifications, features, functions, and use of the Service, as applicable.

“**Effective Date**” means the date the Agreement is agreed to and signed by both Absorb and Client.

“**Fees**” means all amounts payable by Client to Absorb as specified in applicable Order Form(s), including all One-Time Fees and Recurring Subscription Fees.

“**Intellectual Property**” means any material or property that derives from the work of the mind or intellect, including, without limitation, all information, data, databases and documentation thereof, Trademarks, designs, inventions, improvements, enhancements, formulae, works, trade secrets, know how, methods, devices, techniques, discoveries, ideas, processes,

marketing and sales relationships, marketing plans, computer programs, software in both object code and source code format, including that which may be subject to protection under any one or more Intellectual Property Rights.

"Intellectual Property Rights" means any right or protection in any Intellectual Property existing from time to time in a specific jurisdiction under any patent law, copyright law, mask work rights law, moral rights law, trade secret law, industrial design law, semiconductor chip protection law, trade-mark law, domain name law, unfair competition law, or other similar law and includes legislation by competent governmental authorities and judicial decisions under common law or equity (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).

"Knowledge Base" means a searchable self-serve site that consists of a collection of articles, videos, and documentation that provides an overview from onboarding to integrations to best practices. The Knowledge Base can be accessed via the "Absorb Assistant" within Client's Absorb LMS Admin interface, or through Absorb's help desk.

"One-Time Fees" means fees that occur and are payable only once for the provision of services purchased by Client as specified in applicable Order Form(s).

"Order Form" means the form whereby Client agrees to purchase the Service from Absorb as outlined therein, including any amendments or exhibits thereto.

"Personal Data" means any information relating to an identified or identifiable natural person or as may otherwise be defined by applicable law.

"Recurring Subscription Fees" means recurring amounts payable by Client to Absorb for the provision of the Service as specified in applicable Order Form(s).

"Service(s)" means the Absorb LMS, Add-on Services and Content Services, to the extent purchased by Client and as set forth in an applicable Order Form(s), but excludes Third Party Applications, or Trial/Beta Services.

"Service Term" means the duration of the provision of the Service measured in months as indicated in an applicable Order Form.

"Service Term Start Date" means the date on which the Service Term commences, as indicated on an applicable Order Form.

"System Usage Data" means all data related to the usage of the Services and any performance metrics generated by the use of the Services, including but not limited to system usage data, analytics, and usage statistics.

"Third-Party Applications" refers to online, internet-based applications, offline software products and content providers, if any, that are provided by third parties and interoperate with the Service (for example, web browsers, video players, content providers, and the like) that do not form a part of the Service.

"Trademarks" means all rights in and to all local, domestic and foreign trademarks, service marks, trade dress, proprietary trade names, brand names, logos, trade dress, corporate names, and domain names and other similar designations of

source, sponsorship, association or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection in any part of the world.

"Trial/Beta Services" mean pre-release or trial versions of the Services provided by Absorb to Client for a limited duration and for the purpose of evaluation, testing, and feedback.

"Users" means individuals who are authorized by Client to use the Service, for whom licenses to the Service have been purchased, and to whom Client has supplied user identifications and/or passwords. Users may include, but are not limited to, Client's employees, consultants, contractors, agents, or third parties authorized by Client.

"Zero Downtime Deployment" means a software deployment method whereby the Service is updated or patched while still available.

Definitions not otherwise defined above have the meaning given to them elsewhere in the Agreement.

1. THE SERVICE

1.1 Unless otherwise set forth in an applicable Order Form, the Service is provided to Client and Users on a subscription basis. Client's right to use the Service is limited to the Service and number of licenses set forth therein. Client access to the Service includes all updates, upgrades and enhancements to the Service that Absorb makes publicly available. Absorb reserves the right to provide emergency updates for the purpose of security updates and emergent functionality patches from time to time without notice. Any new features that augment or enhance the Service, including the release of new tools and resources, shall be subject to the Agreement. Absorb shall have the right, in its sole discretion, to modify or discontinue any Services or any component feature and/or functionality thereof if Absorb discontinues it generally.

2. FEES AND PAYMENT FOR SERVICE.

2.1 **Fees.** Client shall promptly pay all Fees annually and in advance or as otherwise specified in an applicable Order Form(s). Except as otherwise specified in an Order Form, (a) Fees are quoted and payable in the currency specified in an applicable Order Form, (b) Fees are based on the Service User subscription model specified in the Order Form, (c) payment obligations are non-cancellable and Fees paid are non-refundable, except as set forth in Section 3.4 (Refund or Payment Upon Termination), and (d) beginning on the first year anniversary after the Service Term Start Date and on each succeeding year during the Service Term, Fees shall be increased up to a maximum of 7% over the previous year's Fees, unless otherwise prohibited by law.

2.2 Invoicing and Payment.

2.2.1 **Credit Card Purchases.** If paying by credit card, Client shall provide Absorb with valid and updated credit card information. Client authorizes Absorb to charge such credit for all Fees listed in the Order Form for the Service Term. If the

Services automatically renew, Client authorizes Absorb to automatically charge the credit card Absorb has on file for Client upon, or immediately prior to, expiration of the then-current Service Term, for Client's continued use of the Services for the following Service Term.

2.2.2 Invoicing. Absorb shall provide invoice in accordance with the applicable Order Form(s). Invoices shall be sent to the "bill to" contact set forth on the applicable Order Form. Invoiced charges are due as set forth in the applicable Order Form(s). Client is responsible for maintaining updated, complete and accurate billing and contact information.

2.2.3 Payment Terms. Payment shall be made in accordance with the payment terms listed on the Order Form. Client shall pay all applicable Fees for the Services before the Services are rendered. Unless otherwise set forth in the Order Form, Recurring Subscription Fees shall be billed annually and in advance.

2.3 Overdue Charges. If complete payment is not received by the due date, and unless otherwise provided in the Order Form, then at Absorb's discretion (a) such charges may accrue late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) future subscription renewals and Order Forms may be conditioned on payment terms shorter than those specified in Section 2.2 (Invoicing and Payment).

2.4 Suspension of Service. If any amount owing under the Agreement for the Service or other related services is thirty (30) or more days overdue, Absorb may, without limiting its other rights and remedies, suspend Service and other related services until such amounts are paid in full.

2.5 Payment Disputes. Absorb shall not exercise its rights under Section 2.3 (Overdue Charges) or 2.4 (Suspension of Service) if the applicable charges are under reasonable and good-faith dispute and both Parties are cooperating diligently to resolve the dispute.

2.6 Taxes. The Fees do not include any sales or other applicable taxes, levies, duties, or similar assessments assessable by any jurisdiction. Each Party is responsible for their own tax obligations. If Absorb has the legal obligation to pay or collect taxes for which Client is responsible under this Section 2.6 (Taxes), the appropriate amount will be invoiced to and paid by Client, unless Absorb is provided with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. TERM AND TERMINATION

3.1 Term of Agreement.

3.1.1 The Agreement commences on the Effective Date and continues until the end of the Service Term specified in an applicable Order Form, unless terminated earlier in accordance with the terms of the Agreement. In the event Client fails to timely renew the Services but continues to use the Services after expiration of the Service Term, the terms and conditions of the Agreement shall continue to govern such use until Client renews the Services or Absorb suspends access to the

Services in its sole and absolute discretion, whichever is earlier.

3.1.2 Except as otherwise specified in an applicable Order Form, upon expiration of a Service Term, the Agreement will automatically renew for additional period(s) of twelve (12) months, unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current Service Term. Any discount(s) provided to Client is applicable only to the Service Term detailed in an applicable Order Form(s) and will not be applied to any subsequent Service Term. For any subsequent Service Terms, Recurring Subscription Fees will be billed at Absorb's full applicable Fee for the Services, unless Absorb has provided written notice of a pricing increase at least ninety (90) days prior to the expiration of the then-current Service Term. In any case, any pricing increase subject to this Section 3.1.2 shall be effective upon commencing each new Service Term and thereafter.

3.2 Term of Add-on Service. Except as otherwise specified in an applicable Order Form, recurring Add-on Services (for example Absorb Engage, Absorb Analyze, Elite Service, Absorb Amplify, etc.) are coterminous with the Service Term of the Service to which Add-On Service are added and will automatically renew for additional period(s) of twelve (12) months unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current Service Term.

3.3 Termination for Cause. Either Party may terminate the Agreement for cause: (a) upon thirty (30) days of providing written notice of termination to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, examinership, liquidation or assignment for the benefit of creditors.

3.4 Refund or Payment upon Termination. Upon any termination for cause by Client, Absorb shall refund any prepaid Recurring Subscription Fees covering the remainder of the applicable Service Term for any unused Services. In no event shall any termination relieve Client of the obligation to pay any Fees payable for the period prior to the effective date of termination.

3.4.1 Deletion of Client Data. At Client's written request or upon termination or expiration of the Agreement, Absorb shall delete any existing copies of Client Data and Client Content, unless required by law to refrain from such deletion. Provided, however, that Absorb may retain copies of Client Data and Client Content that are stored on Absorb's backup or recovery systems until the ordinary course of deletion thereof, which shall occur no later than (30) days following the deletion of Client Data or Client Content.

3.5 Surviving Provisions. Section 2 (Fees and Payment for Service), Section 3.4.1 (Deletion of Client Data), Section 4 (Proprietary Rights), Section 9 (Confidentiality Obligations), Section 11 (Mutual Indemnification), Section 12 (Limitation of

Liability), and Section 13 (General Terms) of the Agreement shall survive any termination or expiration of the Agreement.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Absorb, and as applicable, its licensors, reserves all right, title and interest in and to the Service, System Usage Data, Documentation and Trademarks, including all related Intellectual Property Rights related thereto. No rights are granted to Client hereunder other than as expressly set forth herein. The Service is protected by copyright and other Intellectual Property laws and treaties. Subject to Section 2.1, Absorb hereby grants a time limited, non-exclusive, non-sublicensable, revocable, and non-transferable license to Client to use the Service and Documentation during the Service Term. Absorb or its licensors own the title, copyright, and all other Intellectual Property Rights in the Service, System Usage Data, Documentation and Trademarks. Client specifically acknowledges that Absorb's, and as applicable, its licensors', Trademarks and all goodwill associated therewith are the exclusive and sole property of Absorb, and as applicable, its licensors, and that all use thereof inures to the benefit of Absorb, and as applicable, its licensors. The Service is licensed, not sold, and the Agreement only gives Client limited rights to use the Service. Unless applicable law gives Client more rights despite this limitation, Client may use the Service only as expressly permitted in the Agreement.

4.2 Ownership of Client Content and Client Data. Client exclusively owns all right, title and interest in and to all Client Trademarks, Client Content and Client Data. Client hereby grants Absorb a non-exclusive, royalty-free, non-transferrable irrevocable license to use Client Trademarks, Client Content and Client Data for the limited purposes of performing its obligations under the Agreement during the Service Term. Client may revoke the license granted under this Section 4.2 upon expiration or termination of the Agreement or by removing the Client Trademarks, Client Content, or Client Data from the Services, provided that any removal of such Client Trademarks, Client Content, or Client Data, in and of itself, does not act to terminate the Agreement.

4.3 System Usage Data. System Usage Data shall not include Client Trademarks, Client Content or Client Data. Absorb may use aggregated and anonymized System Usage Data for statistical, analytical, and reporting purposes, provided that such use does not disclose the Client's identity, Client Trademarks, Client Content or Client Data.

4.4 Suggestions and Custom Enhancements. Absorb shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the operation of the Service, but not including any Client Confidential Information.

5. UNAUTHORIZED USE.

5.1 Without the express prior written consent of Absorb (which may be arbitrarily withheld), Client may not access the Service (i) if Client is a direct competitor of Absorb; (ii) to monitor its availability, performance or functionality or for any other benchmarking solely for competitive purposes; or (iii) for purposes of performing intrusive testing on the Service, including but not limited to vulnerability scanning, penetration testing, load testing, or any other intrusive testing.

5.2 Client may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow or assist others to create the source code of the Service or their structural framework, as applicable, without Absorb's advance written consent; (ii) publish the Service for others to copy; (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Service to store or transmit malicious code; (v) interfere with or disrupt the proper operation of the Services, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including (without limitation) corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content; (vi) use the Service for service-bureau or timesharing or (vii) use the Service in any way that is against the law or as otherwise authorized by the Agreement.

5.3 Additionally, Client shall not: (i) make the Service available to anyone other than Users; (ii) sell, resell, rent or lease the Service as a whole (for clarity, Client is permitted to sell courses or access to the Absorb LMS to authorized Users (including Client's customers), but may not act as a reseller); (iii) interfere with or disrupt the integrity or performance of the Service or third party content contained therein; (iv) permit any third party to access the Service except as permitted herein; (v) create derivative works based on the Service; (vi) attempt to gain unauthorized access to the Service or its related systems or networks; (vii) use the Service for commercial software hosting services; (viii) access the Service in order to build a competitive product or service, or copy any features, functions or graphics of the Service; or (ix) work around any technical limitations in the Service.

5.4 Client is restricted from and shall not upload any "**Prohibited Data**" to the Service, which means any: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (iii) credit, debit, or other payment card data or financial account information, including bank account numbers; (iv) social security numbers, driver's license numbers, or other government identification numbers; (v) other information subject to regulation or protection under specific laws such as the Children's Online

Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); or (vi) any data similar to the above protected under foreign or domestic laws. Client also must not use the Service or related features in connection with any activities where its use or failure could lead to death, personal injury, or environmental damage, such as in life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control (collectively, “**High Risk Activities**”). Client acknowledges that the Service and related features are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Absorb is not a Business Associate as defined under HIPAA. Therefore, notwithstanding anything contrary contained in the Agreement, Absorb has no liability for Prohibited Data processed, or High Risk Activities-related use, in connection with the Service.

6. **PURCHASED SERVICE.**

6.1 **Services Generally.** This Section 6.1 shall apply to all Services. Subject to Client's payment obligations as set forth herein, Absorb shall make the Service available to Client pursuant to the Agreement and the applicable Order Form during an applicable Service Term. Client agrees that Client's use hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Absorb regarding future functionality or features, save and except as mutually agreed upon in writing by the parties. Unless otherwise specified in the applicable Order Form, (a) the Service is purchased on a User subscription basis and may be accessed by no more than the specified number of Users in accordance with the Order Form; (b) additional User licenses may be added during the Service Term at the same pricing as that for the already existing licenses, prorated for the remainder of the Service Term in effect at the time the additional User licenses are added in accordance with the subscription model purchased; (c) the added User licenses may not be reduced during the Service Term and shall terminate at the end of the applicable Service Term; and (d) except for Content Services, User licenses are for designated Users and cannot be shared with other Users but may be reassigned to new Users replacing former Users who no longer require ongoing use or access to the Service and have been deleted from the Client's User database.

6.2 **Content Services.** This Section 6.2 shall apply only to the extent that Client purchases Content Services.

6.2.1 **Use Restrictions.** In addition to Client's other obligations and restrictions set forth in the Agreement, Client shall not copy, record, edit or alter or otherwise interfere with the Content Services. This shall include without limitation: (a) not using recording equipment to record during playback of the Content Services; (b) not overlaying the Content Services with other audio, video or images or distorting the quality of the training programs; and (c) not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any names, marks, logos or branding within the Content Services. Client may not use the Content Services for any purpose other than for the purpose for which it has been

provided and Client agrees not to use the Content Services for illegal or inappropriate purposes. In particular, Client agrees that it will not use the Content Services to do any of the following: (a) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature; (b) carry out any commercial business, send any unsolicited commercial emails, advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters; (c) falsify the origin or source of any content or other material; or (d) use any logo of any content creator for branding purposes, marketing, or in any public gathering, including for any presentation unless otherwise provided explicit permission to do so by the content creator.

6.2.2 **License.** A User license is deemed to have been consumed by Client upon the initial launch of a course. User licenses are for designated Users and cannot be shared with or assigned to other Users.

6.2.3 **Course Substitutions.** Absorb retains the right, in its sole and absolute discretion, to substitute substantially similar courses for those initially selected as necessary. Absorb also reserves the right to remove courses from the Content Services and will endeavor to provide at least 30 days prior notice of any removal of such course.

6.2.4 **Warranty Disclaimer.** ABSORB DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO THE CONTENT SERVICES AND DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CONTENT, COMPLETENESS, ACCURACY, LEGALITY, NON-INFRINGEMENT, RELIABILITY, OR AVAILABILITY OF INFORMATION OR MATERIALS DISPLAYED ON, OR DELIVERED TO CLIENT OR ITS USERS. CLIENT IS RESPONSIBLE FOR CONDUCTING ITS OWN RESEARCH BEFORE CHOOSING A COURSE. THIS IS THE CASE EVEN IF CLIENT REQUESTS ASSISTANCE IN SELECTING COURSES.

6.3 **AI Features.** This Section 6.3 shall apply only to the extent that Client leverages or purchases any AI Features made available through the Services.

6.3.1 **Use Restrictions.** Client acknowledges and agrees that the use of the AI Feature is at its sole discretion. Client is responsible for configuring, using, and interpreting the results or recommendations generated by the AI Feature. Client shall ensure that its use of the AI Feature complies with all applicable laws, regulations, and industry standards. Client acknowledges that the AI Feature's performance may be subject to limitations, including data quality, model accuracy, and external factors, and that such limitations are inherent to artificial intelligence technology.

6.3.2 **Obligations.** Absorb shall ensure that AI-Generated Content: (i) is not made available to other Absorb clients, (ii) is not available to OpenAI, and (iii) is not used to improve OpenAI models. Absorb shall not be responsible for: (a) the results, accuracy, or completeness of the AI Feature's outputs; (b)

recommendations or actions taken by the Client based on the AI Feature's output; (c) any decisions, actions, or consequences resulting from the Client's use of the AI Feature; and/or (d) any damages, losses, liabilities, or claims arising from the Client's use of the AI Feature, including, but not limited to, financial, operational, or reputational losses.

6.3.3 Ownership. Client acknowledges that the Services may use AI Features to generate AI-Generated Content. Client shall own all Intellectual Property Rights, including but not limited to copyrights, trademarks, and any other proprietary rights, in and to the AI-Generated Content generated using the AI Feature within the Services.

6.4 **Trial and Beta Service.** This Section 6.4 shall apply only to the extent that Client leverages or purchases any Trial/Beta Services. Absorb, from time to time, may offer Client access to Trial/Beta Services, which Client may choose to accept at its sole and absolute discretion. Client acknowledges that the Trial/Beta Services are provided on an "AS-IS" and "as-available" basis without any warranties or support. Client shall not disclose, reproduce, distribute, or use the Trial/Beta Services for any purpose other than internal evaluation. Absorb may use, disclose, and incorporate any feedback, suggestions or comments provided by Client in relation to the Trial/Beta Services without any obligation or restriction. Access to the Trial/Beta Services is provided for a limited duration. Absorb reserves the right to terminate Client's access to the Trial/Beta Services at any time, with or without notice. Client agrees not to use the Trial/Beta Services for production purposes or in a live environment. The Trial/Beta Services are intended for evaluation purposes only, and any use in a production environment is at Client's own risk. Client acknowledges that the Trial/Beta Services may contain bugs, errors, or other defects, and Absorb makes no express or implied representations or warranties of any kind. IN NO EVENT SHALL ABSORB BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE TRIAL/BETA SERVICES.

7. CLIENT RESPONSIBILITIES.

7.1 Client shall: (a) be responsible for all Users' compliance with the Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Client Content and of the means by which Client acquired Client Content; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify Absorb promptly of any such unauthorized access or use, and (d) use the Service only in accordance with applicable laws and government regulations, and any additional instruction manuals which Absorb may make available or provide to Client.

7.2 It shall be the responsibility of Client to be familiar with and abide by all applicable local, national and international laws and regulations (including but not limited to policies and laws related to the privacy of personal information of Users) in relation to the use of the Service. Client is solely responsible for all acts or omissions that occur under Client's account for use of the Service. Absorb does not and will not interpret any

laws, rules, or regulations for Client, and Client is ultimately responsible for making informed decisions regarding the data collection of Users and the legalities of such collection, use or disclosure. Client consents to (and shall procure all required consents, from its Users, personnel, representatives, and agents, in respect of) all actions taken by Absorb in connection with the processing of Client Data, provided these are in compliance with the Agreement. Without prejudice to the generality of preceding sentence, Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Client Data to Absorb and lawful collection of the same by the Absorb for the duration and purposes of the Agreement. Client herein represents, covenants, and warrants that Client shall use the Service only in compliance with the Agreement.

8. THIRD-PARTY APPLICATIONS

8.1 Client may use the Service with Third-Party Applications. Client acknowledges that Third-Party Applications do not form part of the Service and that Client's use of Third-Party Applications is subject to Client's agreement with the relevant provider and not the Agreement. Client is solely responsible for complying with the terms of access and use of Third-Party Applications. For clarity, and notwithstanding anything to the contrary in the Agreement, as Third-Party Applications are not controlled by Absorb and do not form part of the Service, Absorb bears no responsibility or liability for Third-Party Applications, including their accuracy, offensiveness, reliability, legality, quality, security, availability, functionality, or inoperability, or any effect they may have on Client's websites, infrastructure, networks, mobile applications, or other systems ("**Client Properties**") or how the Third-Party Applications or their providers use Client Content or Client Data. If Client enables a Third-Party Application with the Service, Client hereby consents to and authorizes Absorb to access and exchange Client Data or Client Content with the Third-Party Application on Client's behalf as required for the inter-operation of such Third-Party Applications with the Service. Use of the Service with a Third-Party Application does not expand Client's rights or Absorb's obligations under the Agreement. Unless otherwise set forth in an applicable Order Form, Absorb does not provide technical support for Third-Party Applications or products.

9. CONFIDENTIALITY OBLIGATIONS

9.1 **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally, or in writing, or in electronic form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Client's Confidential Information may include but is not limited to the following: Client Content and Client Data. Confidential Information of each Party shall include but is not limited to confidential business and marketing plans, technology and technical information, product plans and designs, and business

processes disclosed by such Party. Notwithstanding the foregoing, the structure, organization, and code of Service and any non-public service information are the valuable trade secrets of Absorb, and as applicable, its licensor, and these trade secrets together with the terms of the Agreement are Confidential Information. It will not be a breach of the foregoing obligations of confidentiality to disclose information that Receiving Party can show on credible evidence (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party by the Receiving Party or any third party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without any limitation on use or disclosure and without breach of any obligation owed to the Disclosing Party, by the Receiving Party or any third party (c) is lawfully in Receiving Party's possession and was received from a third party without breach of any obligation owed to the Disclosing Party, (d) approved for the particular disclosure by Disclosing Party beforehand and in writing, (e) qualifies as a public record without exception under Florida's laws, or (f) was independently developed by the Receiving Party prior to the date of disclosure by the Disclosing Party.

9.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (a) the Receiving Party shall use the same or substantially similar degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of performing its obligation herein in accordance with the Agreement, (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of the Receiving Party's employees, contractors and agents who need such access for purposes consistent with the Agreement and who have duties or obligations of confidentiality no less stringent than those herein ("**Representative**"), (c) be liable for breaches of the Agreement by its Representatives, and, (d) notify Disclosing Party promptly of any breach of the Agreement by Receiving Party or any of its Representatives.

9.3 Protection of Client Content and Client Data. Without limiting the above, Absorb shall maintain appropriate administrative, physical, and technical safeguards intended to protect the security, confidentiality and integrity of Client Content and Client Data and shall only use such data as set out in the Agreement and in accordance with the Data Processing Agreement, as applicable. Except as authorized by Client, Absorb shall not: (i) modify Client Content and Client Data, (ii) disclose Client Content and Client Data, except as compelled by law or in accordance with Section 9.4 (Compelled Disclosure), or (iii) access Client Content and Client Data except to provide the Service or prevent or address Service or technical problems, or at Client request in connection with customer support matters.

9.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives

the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted). If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

10. WARRANTIES AND DISCLAIMERS.

10.1 Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) the execution of any applicable documentation by its representative whose signature is set forth therein has been duly authorized by all necessary corporate or organizational action of the Party; and (d) it will abide by all applicable federal, state and local laws and regulations with respect to the Service.

10.2 Absorb warrants that (a) the Service will operate in substantial conformity with applicable Documentation and (b) the Service will be provided in a professional and workmanlike manner. This warranty will not apply if any error or non-conformance was caused by misuse of the Service or modifications to the Service by Client or any third-party, or third-party hardware, software, or services used in connection with the Service.

10.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT THE SERVICE IS DISTRIBUTED "AS IS" WITHOUT ANY WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ABSORB SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This waiver of warranty affects Client specific legal rights but is without prejudice to any rights to which Client are entitled (to the extent that they cannot be waived) under applicable law. For example, Client may have rights which may vary depending upon where Client is located. Some jurisdictions do not allow limitations on implied warranties, so the limitations above may not apply to Client.

11. MUTUAL INDEMNIFICATION.

11.1 Indemnification by Absorb. Subject to Section 12 (Limitation of Liability), Absorb shall defend and hold harmless Client, its affiliates, officers, directors and Users from and against any and all third-party claims and causes of actions ("**Claim**") which directly arise out of: (a) (i) the infringement of any third-party Intellectual Property Right by Client's authorized use of the Absorb LMS; or (ii) Absorb's violation of its confidentiality obligations as set forth herein (collectively referred to as "**Absorb Special Indemnity Claim(s)**"); (b) Absorb's material breach of the Agreement; (c) Absorb's

breach of applicable law; or (d) Absorb's gross negligence or wilful misconduct. Absorb shall indemnify Client for any damages and costs awarded against Client by a court of competent jurisdiction in a final judgment, arising out of such Claim, and for reasonable legal fees incurred by Client in connection with such Claim.

11.1.1 If the Service becomes, or in the opinion of Absorb may potentially become, the subject of a Claim which directly relates to or directly arises out of the violation or infringement of any third-party Intellectual Property Rights, Absorb may, at its sole option and expense, without any recourse or claim by the Client against Absorb, (i) (a) obtain for Client the right to continue using the Service; or (b) modify the affected portion of the Service to make it non-infringing while maintaining substantially equivalent functionality; or (ii) if such remedies are not available on commercially reasonable terms as determined by Absorb in its sole discretion, terminate the license or subscription for Service without any penalty, provided that Absorb shall refund to Client prepaid Recurring Subscription Fees covering the remainder of the Service Term of all Client's subscriptions after the effective date of termination.

11.1.2 Notwithstanding any terms contained in this Section 11.1, Absorb shall have no liability for any Claim (including any Absorb Special Indemnity Claim) to the extent that it is directly or indirectly based on, or arises from or out of: (i) Client Data; or (ii) Client Content; or (iii) use of the Service by Client and/or any User, for purposes not intended or outside the scope of the rights granted in the Agreement; or (iv) failure of Client and/or User to use the Service in accordance with applicable law or Documentation as provided by Absorb; or (v) use by the Client and/or User of the Service in combination with any software or other materials, products, or services provided, installed, developed by any third party or the Client which are not reasonably intended to be used with the Service; or (vi) any customization or modification of the Service made by or on behalf of Client. The foregoing provisions of Section 11.1.2(i) or 11.1.2(ii) shall not be applicable to the extent that any Claim relates to or arises from Absorb's use of Client Data or Client Content in violation of the Agreement and is not intended to limit Absorb's obligations under the Data Processing Agreement.

11.2 *Intentionally omitted*

11.3 **Indemnification Procedures.** To obtain indemnification, indemnitee shall: (i) give written notice of any Claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such Claim, provided that the indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any Claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such Claim.

11.4 **Exclusive Remedy.** This Section 11 (Mutual Indemnification) states the indemnifying Party's sole liability to,

and the indemnified Party's exclusive remedy against, the other Party for any type of Claim described in this section.

12. **LIMITATION OF LIABILITY.**

12.1 **General Liability.** Except for (i) an Absorb Special Indemnity Claim or (ii) an Excluded Claim (as hereafter defined), Absorb's maximum aggregate liability arising out of or related to the Agreement, whether in contract, tort, or under any other theory of liability for (a) Trial/Beta Services shall be limited to one hundred dollars (\$100.00) and (b) for all other Services shall be limited to the total amount paid or payable by Client hereunder to Absorb in the twelve (12) consecutive months preceding the incident causing the Claim (the "**General Liability Cap**").

12.2 **Special Indemnity Claim.** Absorb's maximum aggregate liability relating to or arising out of an Absorb Special Indemnity Claim(s), shall be limited to two times (2x) the General Liability Cap (the "**Special Indemnity Cap**").

12.3 **Excluded Claim.** Any limitation(s) of liability set forth herein will not apply to claims (i) for which liability cannot be limited under applicable law; (ii) arising from a Party's gross negligence or willful misconduct; (iii) due to intentional fraud; or (iv) for death or personal injury caused by a Party's negligence (collectively referred to as "**Excluded Claim(s)**").

12.4 The existence of more than one claim shall not expand the applicable limit for either party. Limitation(s) of liability will apply to the party and to each of its affiliates separately and shall not be cumulative among and between the party and each of its affiliates. The foregoing shall not limit the payment obligations under Section 2 (Fees and Payment for Service). The Parties acknowledge that the provisions of Section 12 (Limitation of Liability) allocate risks under the Agreement between Parties and that the Fees agreed upon are based in part on these limitations, and that these limitations will apply notwithstanding any failure of any essential purpose of any limited remedy.

12.5 **Exclusion of Certain Damages.** Notwithstanding any provision in the Agreement to the contrary, in no event shall Absorb have any liability to Client arising out of or related to the Agreement for any lost profits or revenues, lost business opportunities, business interruption, or for any indirect, special, incidental, exemplary, consequential, or punitive damages or loss of goodwill however caused, whether in contract, tort or under any other theory of liability, and whether or not Absorb had been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

13. **GENERAL TERMS.**

13.1 **Notice.** All notices which may be given under the Agreement shall be delivered in person, by email, courier, or sent by regular mail (a) to Absorb Software Inc., #2500 – 685 Centre St. S, Calgary, Alberta, Canada T2G 1S5, with a copy to email: legal@absorblms.com, or (b) to Client at the contact information contained in the applicable Order Form.

13.2 **Manner of Giving Notice.** Except as otherwise specified in the Agreement, all notices, permissions and

approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) on date of such personal delivery, (ii) on the day of receipt of such mail, or (iii) the first business day after verified receipt of email (provided email shall not be sufficient for notices of indemnifiable Claim). Notices to Client shall be addressed to the relevant contact(s) indicated by Client on the Order Form. Either Party shall give notice of a change of address or contact person to the other Party.

13.3 *Intentionally omitted*

13.4 **Waiver of Jury Trial.** Each Party acknowledges and agrees that any controversy that may arise under the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement.

13.5 **Export Compliance.** Each Party shall comply with applicable export laws and regulations in providing and using the Service. Without limiting the foregoing, (i) each Party represents that it is not named on any applicable government list of persons or entities prohibited from receiving exports, and (ii) Client shall not permit Users to access or use the Service in violation of any applicable export embargo, prohibition or restriction.

13.6 **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.7 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Agreement.

13.8 *Intentionally omitted*

13.9 **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.10 **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the

provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

13.11 **Legal Fees.** If any legal action or other proceeding is brought to enforce any provision of the Agreement by either Party, the prevailing Party shall be entitled to recover reasonable attorney fees incurred in the action, in addition to any other relief to which the prevailing Party may be entitled.

13.12 **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (provided all Order Forms are also assigned), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale, of all or substantially all of its assets not involving a direct competitor of the other Party. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.13 **Entire Agreement.** These Service Terms and Conditions together with all applicable Order Forms, and any exhibits or amendments thereto, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any terms within a Client's purchase order or other ordering document shall be null and void. To the extent of any conflict or inconsistency between the provisions in the Agreement and the terms of any Client provided agreement, the Agreement shall prevail.

13.14 **Conflict.** If there is any inconsistency between the Service Terms and Conditions, Order Form, and Data Processing Agreement (if applicable), a term contained in a document higher in the list shall have priority over one contained in a document lower in the list below:

1. Data Processing Agreement (if applicable);
2. Order Form; and
3. Service Terms and Conditions.

13.15 *Intentionally omitted*

EXHIBIT A SERVICE LEVEL AGREEMENT

1. TECHNICAL SUPPORT

1.1 **Technical Support.** Technical Support will be provided in the English language and includes: (i) troubleshooting, error correction, bug fixes, and assistance with Absorb LMS functionality; (ii) access to comprehensive Knowledge Base, and (iii) access to the Absorb Academy (the “**Technical Support**”). Technical Support is provided directly to Client Admins.

1.2 **Support Availability.** Technical Support is available 24/7 via web, e-mail, and by phone:

email:	support@absorblms.com	
Website:	https://support.absorblms.com	
Phone:	North America	1-877-820-2575
	EMEA	+44 808 281 2767
	APAC	+61 1800 531 598

1.3 **Support Levels.** Once a Technical Support request has been received by Absorb, and all required information has been gathered, a severity level will be assigned to the request as set forth below:

Support Level	Rating	Target Response
Elite + Premium	Level 1 - Critical	2 Hours
	Level 2 - High	4 Hours
	Level 3 - Normal	8 Hours
	Level 4 - Low	24 Hours

- **Level 1 - Critical:** The (i) Absorb LMS is not functioning or is materially unavailable, (ii) the Absorb LMS is not available to many Users, (iii) the Absorb LMS production system is down, or (iv) all Absorb LMS features/functions are unavailable, and for which there is no reasonable workaround. For example: No Users can login or the administrative interface is unavailable.
- **Level 2 - High:** The Absorb LMS is functioning, but with significant impairment. The Absorb LMS is not available to a significant proportion of Users or a major area of the Absorb LMS is not functioning. For example: A department of Users cannot access the Absorb LMS, course content is unavailable, e-commerce is unavailable, or new enrollments cannot be made.
- **Level 3 - Normal:** The Absorb LMS is functioning but with minor impairment. The Absorb LMS is not available to a small proportion of Users, or a specific area of the Absorb LMS is not functioning. For example: certificates are not displaying, an individual report is not accessible, or enrollment emails are not sending out.
- **Level 4 - Low:** Any request that is not level 1, 2, or 3 is a severity level 4.

1.4 **Resolution.** As used herein, a “Resolution” shall include one of the following:

- Resolution is the most appropriate solution shared with the Client and the problem is deemed resolved and the support ticket is marked as solved.

1.5 Authorized Support Contacts.

1.5.1 Client may designate a limited number of Client personnel (“**Authorized Support Contacts**”), authorized by Client to interact with Absorb for Absorb LMS support. Authorized Support Contacts must be full-time employees of Client or contractors acting as full-time employees. The number of Authorized Support Contacts is limited as set forth below:

Support Package:	Authorized Support Contacts:
Premium	3
Elite	5

1.5.2 Client and Absorb agree that Authorized Support Contacts must be trained on the Service prior to becoming an Authorized Support Contact. Training can be achieved either by (i) attending Absorb offered training, or (ii) by “train the trainer” training provided by another Authorized Support Contract resource who has been trained on the Service.

1.5.3 Absorb retains the right to withhold support to untrained designated Authorized Support Contacts, which will not be unreasonably withheld.

1.6 Support Requests and Incident Response Procedures

Absorb Clients will perform all relevant testing and a self-diagnosis of each incident. Prior to reporting an incident, the Client will have performed initial troubleshooting steps and eliminated any potential issues arising from external sources. The following information, to the extent known and applicable, should be provided in any Support Request to Absorb when addressing incidents:

- I. A detailed description of the issues, with as much reasonable detail as can be provided with reference to the problem in a clear and concise manner.
- II. The URL of the platform where the issue is occurring.
- III. The error message provided, and the exact steps necessary, if known, to reproduce the error.
- IV. The user(s) that are impacted by the reported issue.
- V. Any applicable screenshots, information and/or video captures to support the investigation.

Support Requests lacking the aforementioned information will not be considered as part of any service level measuring report, except to the extent that such information is not available/reported/known to the Client at the time of reporting.

2. AVAILABILITY

2.1 **Access to Service.** Absorb shall use all commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for:

- a) Planned downtime. As used herein, “**Planned Downtime**” means scheduled time when the production Hosted Service is limited or unavailable to allow for maintenance, repairs, upgrades or testing. Absorb will provide seven

(7) days advance notice for all Planned Downtime and shall schedule it to the extent practicable in order to minimize interruptions to the Service.

- I. For software updates, Absorb will utilize Zero Downtime Deployment, during which Users may experience slight slowdowns. While it is not the intent, Absorb reserves the right to make the Service temporarily unavailable in the event that an update cannot be completed with Zero Downtime Deployment.
 - II. For hardware upgrades or maintenance, which may occur only as reasonably necessary, the Service will be unavailable for no more time than is required to perform the necessary work.
- b) A Force Majeure Event. As used herein, a “**Force Majeure Event(s)**” is any failure or delay by either Party in performing its obligations under the Agreement provided that such failure or delay: (i) is not due to its own act, failure to act, negligence or willful misconduct, (ii) could not have been overcome by the exercise of due diligence by the non-performing Party, (iii) could not have been prevented by reasonable precautions of the non-performing Party (whether or not taken), (iv) could not have been avoided by the non-performing Party through the use of alternate sources, work-around plans or other means including but not limited to such non-performing Party’s compliance with its business continuity and disaster recovery plans, and (v) is caused by fire, flood, earthquake, elements of nature or acts of God, public utility or electrical failure, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, imposition of martial law or any similar cause that is beyond the reasonable control of the non-performing Party;
- c) Client’s acts or omissions including, without limitation, unauthorized modification of the Service, negligence, willful misconduct, delay in performing or failure to perform any of its obligations under the Agreement; or use of Service in breach of the Agreement; and
- d) Any failure of Client’s network, Internet, hardware, software or systems.



EXHIBIT 1

Absorb Software Inc.
#2500 – 685 Centre St. S,
Calgary, Alberta,
Canada T2G 1S5



FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (this "Amendment") is entered into as of _____ (the "Effective Date") by and between ABSORB SOFTWARE, INC. ("Absorb") and the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation ("Client").

WHEREAS, Absorb and Client have entered into an agreement dated _____ (collectively referred to herein as the "Agreement"); and

WHEREAS, Absorb and Client now wish to modify certain service terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment.** The Agreement covered by this Amendment is amended as follows:

a. **Amendment 2:** Paragraph 9.5 is added as follows:

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Absorb shall comply with applicable portions of Florida's Public Records Law.

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Absorb, if properly considered a "Contractor" as defined at Section 119.0701(a), agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the service;
2. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Client.
4. Upon completion of the contract, transfer, at no cost, to the Client all public records in possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the Client upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



Absorb Software Inc.
#2500 – 685 Centre St. S,
Calgary, Alberta,
Canada T2G 1S5

Amendment v1.0

Absorb Software Inc.
#2500 – 685 Centre St. S,
Calgary, Alberta,
Canada T2G 1S5



requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

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

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prc@cityofpsl.com

- b. **Amendment 3:** Section 11.1.2 is amended by adding the following to the end of the Section:

The foregoing provisions of Section 11.1.2(I) or (II) shall not be applicable to the extent that any Claim relates to or arises from Absorb's use of Client Data or Client Content in violation of this Agreement.

Amendment 5: A new Subsection 12.2.1 shall be added as follows: **12.2.1 Data Breach Claim.** Absorb's maximum aggregate liability relating to or arising out of Absorb's breach of its data protection obligations as set forth in this Agreement shall be limited to one million dollars (\$1,000,000 USD) (the "Data Breach Indemnity Cap").

- c. **Amendment 6:** Section 13.3 is deleted in its entirety and replaced with the following:

Governing Law and Jurisdiction. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida. In the event it is necessary for either Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

- d. **Amendment 7:** Section 13.14 is added as follows:

Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Client's sovereign immunity protections existing under the laws of the State of Florida or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes.

- e. **Amendment 8:** Section 14 titled "Insurance" is added in its entirety:



Absorb Software Inc
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Calgary, Alberta,
Canada T2G 1S5

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Absorb shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as Client's review or acceptance of insurance maintained by Absorb are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Absorb under the Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. **Commercial General Liability Insurance:** Absorb shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$1,000,000
General aggregate	\$2,000,000
Errors and Omissions (Technology Errors & Omissions includes Cyber Insurance)	\$5,000,000
Umbrella CGL	\$9,000,000

2. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the Commercial General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall be provided in favor of the Client. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of Insurers clause.

Commercial General Liability policy shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract



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#XXXXXXXX - XXXXXXXXXXXXXXXX Project shall be listed as additionally insured.*. The Policies shall be specifically endorsed to provide thirty (30) day written notice to the Client prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the Client is amended during the term of this Agreement to exceed the above limits, Absorb shall be required, upon thirty (30) days written notice by the Client, to provide coverage at least equal to the amended statutory limit of liability to the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

Policies shall be endorsed to include the City of Port St. Lucie added to its Commercial GL and Cyber Liability Policies.

- 3. Cyber Liability Insurance:** Absorb shall agree to maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence. Coverage to include coverage for:
- Technology Professional Liability
 - Data Breach Liability
 - Media Liability
 - Privacy and Regulatory Proceedings, Fines and Penalties
 - Privacy Breach Expenses
 - Public Relations Expenses
 - Network Extortion
 - Network Business Interruption
 - Network Asset Damage

Waiver of Subrogation: Absorb shall agree by entering into this Agreement to a Waiver of Subrogation for CGL policy.

- 5. Deductibles:** All deductible amounts shall be paid for and be the responsibility of Absorb for any and all claims under this Agreement.

Absorb warrants that at time of signing of this Agreement, it does not use any contractors for account management or support. In the event that Absorb uses independent contractors at any point during the Service Term to provide account management or support to Client, Absorb shall remain fully responsible and accountable for any and all actions and omissions of its independent contractors as if the actions or omissions were committed by Absorb.

Absorb may satisfy the minimum limits required above for Commercial General Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability.

Client, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.



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The City, by and through its Risk Management Department, reserves the right, but not obligation, to review any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of Absorb to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Agreement.

2. **Integration with Agreement.** This Amendment modifies the Agreement. All provisions of the Agreement not specifically modified herein remain unmodified and apply to this Amendment. This Amendment controls if there is any conflict between this Amendment and the Agreement. All capitalized terms not defined herein have the definition assigned to them in the Agreement.
3. **Ratification.** The parties ratify and confirm all unmodified provisions of the Agreement.
4. **Execution.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which constitute one and the same agreement. This Amendment may be executed and delivered electronically or by DocuSign services.
5. **Governing Law and Jurisdiction.** This Amendment shall be interpreted and enforced in accordance with the laws and subject to the jurisdiction as set forth in the Agreement.
6. **Waiver.** A party's failure to enforce a provision of the Amendment will not waive the party's right to enforce the same provision later or the party's right to enforce any other provision of the Assignment. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
7. **Modification.** Revisions to this Amendment must be made in writing and signed by the parties.

Signatures on following page.



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IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

City of Port St. Lucie, Florida

Per: [Signature]
Name: Josue Marejo
Title: City Manager
Date: 4/3/2023

Absorb Software, Inc.

Per: [Signature]
Name: Garratt Hooker
Title: Manager, Account Management
Date: 4/4/2023



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EXHIBIT 2**CONTRACT
AMENDMENT**

This Amendment #2 ("Amendment #2") to the Absorb Software, Inc. Subscriptions for HR under Contract #20250165 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #2 is fully executed.

Consultant's Full Legal Name:	Absorb Software, Inc.
Solicitation No./Event ID:	#20250165
Solicitation Title/Event Name:	Absorb Software, Inc. Subscriptions for HR
Contract Award Date:	April 4, 2023
Initial Contract Term:	May 1, 2023 through June 3, 2025
Current Contract Expiration Date:	June 2, 2025
Requested Contract Expiration Date:	June 2, 2027
Initial Contract Amount:	\$59,823.99
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	\$75,823.79
New Contract Amount:	\$135,647.78
Amendment No.:	2
Amendment Type:	Extension

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #2 is for the items outlined below.

1. **CONTRACT EXTENSION.** The Contract is extended for an additional two-year period, as follows:
 - a. Amendment #2 Renewal Period:
 - Beginning Date of Amendment #2 Period: June 3, 2025
 - End Date of Amendment #2 Period: June 2, 2027
 - b. The parties agree the Contract will expire at midnight on the date defined as the "End Date of Amendment #2 Period" unless the parties agree in a signed amendment/renewal to extend the Contract for an additional period.
2. **GOVERNING DOCUMENTS.** The Amendment #2 Renewal Period shall be governed by the following documents, except shall also be subject to the limitations provided for herein:
 - a. **Absorb Order Form.** The products, licenses, subscriptions, services, or purchases under this Amendment #2 shall be as contained in the Contractor's Renewal Order Form, Quote #: Q046133 (Contractor's Renewal Form"), attached hereto and incorporated herein. The pricing in the Contractor's Renewal Form shall also apply.
 - b. **Website Terms and Conditions.** Contractor's Renewal Form references terms and conditions ("Contractor T&C's") on a webpage. Those terms are attached hereto and made part of this Amendment #2, except for the limitations set forth herein and therein. The version of the Contractor T&C's attached hereto is the only version that applies to this Amendment #2. Reference to the webpage, or any changes therein, shall not be applicable.
 - **Limitations on Contractor T&C's.** The redlines on the attached Contractor T&C's are intentional and agreed upon edits to the parties' agreement and this Amendment #2.
 - c. **First Amendment to Agreement.** The First Amendment to Agreement ("First Amendment"), which is attached hereto and fully incorporated herein, that the parties previously executed on April 4, 2023, shall also apply to this Amendment #2. The First Amendment shall apply to make the same modifications to the Contractor T&C's as set forth therein.
3. **ADDITIONAL TERMS.**
 - a. **Limitation of Liability.** The City's maximum aggregate liability arising out of or related to this Amendment #2, whether in contract, tort, or under any theory of liability, for any issue or aggregate of issues, shall be the total price of the Order Form.
 - b. **Non-Intent to Violate the Law.** The parties agree that neither intends for this Amendment #2, including any attachments or items incorporated herein, to violate the law, and that any provisions herein that violates an applicable law, rule, ordinance, or regulation, shall become void to the extent of such violation. To be clear, if either party is placed in a position where it would violate a law, rule, ordinance, or regulation by conforming to a provision herein, that party is excused from such performance to the extent it would violate the law, rule, ordinance, or regulation.

4. **CONFLICT.** If there are any conflicts between this Amendment #2 and any items attached or incorporated, such conflict shall be resolved by giving priority in the following order:
 - a. This Amendment #2.
 - b. The First Amendment.
 - c. Contractor's Renewal Form.
 - d. Contractor's T&C's.
5. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:
 - a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
 - b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
 - c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
 - d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
 - f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue herein.
6. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a

public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

7. **COOPERATION WITH INSPECTOR GENERAL.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.
8. **SUCCESSORS AND ASSIGNS.** This Amendment #2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
9. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #2, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations to the parties. This Amendment #2 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984