

Amendment to Contract Documents

Agreement Number

90715022

DD-193098-L1S3H2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Campus and School Agreement Custom Terms Amendment

The following provisions are hereby added to the Enrollment by mutual agreement of the parties & stated as follows:

Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this Addendum or agreement or the transactions relating to its subject matter.

Arbitration. Any references in the Agreement to arbitration are hereby deleted.

Attorney Fees. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement. Any other provision regarding attorney fees in the agreement is invalid and considered null and void.

Termination Charges. Any provision requiring School Board to pay a fixed amount or liquidated damages upon termination of the Agreement is hereby deleted. School Board may only agree to reimburse Contractor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by School Board prior to the end of any current agreement term.

Statute of Limitation. Any clauses in the Agreement limiting the time in which School Board may bring suit against Contractor, lessor, individual, or any other party are deleted.

Similar Services. Any provisions in the Agreement limiting School Board's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

Confidentiality of Student Records. Microsoft and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, §1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Microsoft for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon School Board arising out of the breach of this covenant by Microsoft, or an officer, employee, agent, representative, contractor, or sub-contractor of Microsoft to the extent and only to the extent that Microsoft or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Microsoft until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

Sovereign Immunity. Notwithstanding any provision, term or condition of the Agreement or this Addendum, School Board intends to avail itself of the benefits of Section 768.28, Florida Statutes and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Trademark / Confidential Information - Public Record Notice. The Parties recognize and agree that School Board is subject to the provisions of the Florida Public Records Law, as codified in chapter 119, Florida Statutes. Therefore, any claim by Microsoft that its records or work is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes. If the School Board receives a public records request for materials Microsoft has previously and specifically indicated in writing to School Board is a trade secret, then School Board agrees to use reasonable efforts to timely notify Microsoft such public records request, at which time Microsoft may independently pursue a court order protecting the disclosure of such information. Excepting information designated by Microsoft as a trade secret under Florida law, the foregoing shall not be deemed School Board's guaranty of the non-disclosure of any and all information provided by Microsoft to School Board pursuant to School Board's legal obligation to comply with a Public Records request. Should a request be made for disclosure of confidential records of Microsoft, School Board shall provide notice to Microsoft who may then, at its discretion, respond to the request. Microsoft shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Microsoft failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Microsoft notifies School Board of its intent to seek a court order protecting the disclosure of the information, then School Board will take reasonable steps to cooperate with Microsoft in contesting such request, requirement or order or in otherwise protecting Microsoft rights prior to disclosure. Should Microsoft not disclose the records/documents, Microsoft shall defend and indemnify School Board for any fees and costs which are incurred or taxed against School Board as a result of the non-disclosure.

Tax Exemption. School Board is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption #85-8012621776C-7). A copy of the Certificate of Exemption will be sent to Microsoft upon request. School Board's Federal Employer Identification Number is 59-6000546. Microsoft doing business with School Board will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the School Board, nor will Microsoft be authorized to use School Board's Tax Exemption Number for securing materials.

E-Verify. Microsoft agrees that it is a Contractor pursuant to Fla. Stat. § 448.095 and shall comply with the following:

- A. Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE)

IF MICROSOFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MICROSOFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBRICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Microsoft is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide School Board 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 the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. 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 Agreement if Microsoft does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost and at the request of School Board, to School Board all public records in possession of Microsoft or keep and maintain public records required by School Board to perform the service. If Microsoft transfers all public records to School Board upon completion of the contract, Microsoft shall destroy any duplicate public records, within a commercially reasonable period of time, that are exempt or confidential and exempt from public records disclosure requirements. If Microsoft keeps and maintains public records upon completion of the contract, Microsoft shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request of School Board's custodian of public records, in a format that is compatible with the information technology systems of School Board.

e. The failure of Microsoft to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to School Board.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

DD-193098-L1S3H2_Citrus_StateAdden.docx	CTM	CTM-CTC-OTC	BD
---	-----	-------------	----



Program Signature Form

MBA/MBSA number

DD-193098-L1S3H2

Agreement number

90715022

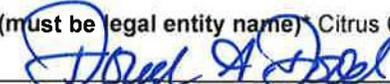
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment	CTM-CTC-OTC (90715022)
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name) Citrus County School District Signature*  Printed First and Last Name* Douglas A. Dodd Printed Title School Board Chairman Signature Date* 2/14/23 Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	 Anthony Dulaney (Feb 22, 2023 09:46 PST)
Printed First and Last Name	Anthony Dulaney
Printed Title	Authorized Signer
Signature Date	02/22/2023 <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date	<small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	_____
Printed Title	_____
Signature Date*	_____

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	_____
Printed Title	_____
Signature Date*	_____

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA