

## **FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
\_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CIDI LABS, LLC**  
(hereinafter referred to as "Cidi Labs"),  
whose principal place of business is  
55 West 900 South, Salt Lake City, Utah 84101

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated November 1, 2016 (hereafter "Agreement"); and

**WHEREAS**, the Agreement provides SBBC with Design Tools Software-as-a-Service licensing; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "Amendment").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Article 8 Term and Termination of Agreement, the term of the Agreement is hereby extended from November 2, 2018 through October 31, 2021, unless terminated earlier pursuant to Section 8 Term and Termination of Agreement in the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR for Software-as-a-Service rendered under this First Amendment at the commencement of this First Amendment new term net thirty (30) days from receipt of a proper and appropriate invoice date, in a lump sum of

Nineteen Thousand Nine Hundred Seventy Five Dollars and 00/100 Cents (\$19,975) for the initial year of the new term, as per attached **Exhibit A**, Order Form.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; then
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR CIDI LABS:**

(Corporate Seal)

CIDI LABS, LLC

ATTEST:

By [Signature]  
Mike Zackrison, Chief Executive Officer

\_\_\_\_\_, Secretary

[Signature] -or-  
\_\_\_\_\_  
Witness

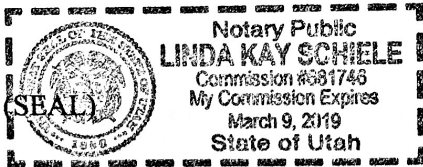
[Signature]  
\_\_\_\_\_  
Witness

STATE OF Utah

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17 day of August, 2018 by Michael Alan Zackrison of CIDI Labs on behalf of the corporation/agency. He/She is personally known to me or produced Utah Drivers License as identification and did/did not first take an oath. Utah Drivers License as identification and did/did not first take an oath.

My Commission Expires: 03/09/19



[Signature]  
Signature - Notary Public

Linda Kay Schiele  
Printed Name of Notary

681746  
Notary's Commission No.

EXHIBIT A - Order Detail



55 W 900 S  
Salt Lake City, UT 84101  
USA  
(385) 404-2434

Order Number: O-18-0468  
Term Start Date: 11/2/2018  
Term End Date: 10/31/2021

Order Details:

<b>Name:</b>	Dominic Church	<b>Subscription Term:</b>	3 Yr. Paid Annual
<b>Organization:</b>	The School Board of Broward County Florida	<b>Payment Terms:</b>	Net 30
<b>Address:</b>	600 Southeast Third Ave., Ft. Lauderdale, FL 33301	<b>Currency:</b>	USD
<b>Email:</b>	dominic.church@browardschools.com		
<b>Phone:</b>	754.321.2620		

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Year 1 Design Tools Subscription	SaaS subscription to use Cidi Design Tools which include the Design Tools, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 users between 50,000 - 99,999 discounted additional 15%.	\$19,975	\$19,975
1	Year 2 Design Tools Subscription	SaaS subscription to use Cidi Design Tools which include the Design Tools, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 users between 50,000 - 99,999 discounted additional 10%.	\$21,150	\$21,150
1	Year 3 Design Tools Subscription	SaaS subscription to use Cidi Design Tools which include the Design Tools, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 users between 50,000 - 99,999.	\$23,500	\$23,500
<b>Total:</b>				<b>\$64,625.00</b>

Payment Schedule:

Year 1	Year 2	Year 3
\$19,975	\$21,150	\$23,500

If you have questions about this quote please contact:

Mike Zackrison at [mikez@cidilabs.com](mailto:mikez@cidilabs.com)

A Enterprise SaaS License and Support Agreement will be forwarded after acceptance of this quote.

Please email purchase orders to [sales@cidilabs.com](mailto:sales@cidilabs.com)

Cidi Labs Federal ID #: 37-1816981