

AMENDMENT 1 TO MASTER AGREEMENT FOR WATSON ENLIGHT

This Amendment 1 to Master Agreement for Watson Enlight (this “**Amendment**”) is made and entered into as of August 15, 2017 (the “**Amendment Effective Date**”), by and between Office Depot, Inc. (“**Office Depot**”), and School Board of Sarasota County, Florida (“**District**”).

WHEREAS, Office Depot and District entered into that certain Master Agreement for Watson Enlight, dated as of August 2, 2016 (the “**Agreement**”), and the parties desire to amend the Agreement, on the terms and conditions as provided herein; and

WHEREAS, the parties hereto agree that the Agreement is amended as stated herein and that this Amendment shall be incorporated into the Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The first sentence in section 2.2 shall be deleted in its and replaced with the following:
“This agreement and Office Depot's estimates are based on the following mutually agreed upon key assumptions”
2. The first sentence in section 2.3.2 (1) shall include the following:
“Coordinating the establishment of an **agreed upon** program/ project plan”
3. The second sentence in section 2.3.3 shall be deleted in its entirety and replaced with the following
“The parties acknowledge and agree that these are high level activities only; a detailed plan, including detailed tasks, owners, and an agreed upon timeline will be defined in the Enlight Project Plan to be developed with the District. “
4. In section 2.4.1 (a), delete “each of” from the first sentence.
5. The beginning of the first sentence in section 2.4.2 shall be deleted and replaced with the following:
“The District’s agreed upon Enlight Core Team along with the Executive Leadership Team as appropriate....”
6. Section 2.4.3(f) shall be deleted in its entirety and replaced with the following:
“f. Obtain and provide information, data, and decisions in a mutually agreed upon timeframe in response to Office Depot's request unless the District and Office Depot agree in writing to a different response time;”
7. The third sentence in section 2.4.8(f) of the Agreement shall be deleted in its entirety and replaced with the following:
“Office Depot and the District will mutually identify and agree to, in writing, as to the scope of the Exchange of Services no later than October 1, 2017.”
8. Section 2.4.8 (g) shall be deleted in its entirety and replace with the following:
“g. An Innovation District has the opportunity to engage in an Exchange of Services in Years 4-7 to reduce or eliminate the costs of Watson Enlight. A schedule for the Exchange of Services and the updated Enterprise License Fees will be defined and agreed upon with the District prior to March 1st of each year proceeding the upcoming year of use. For example,

March 1st 2019 for the year of use beginning July 1st 2019 and ending June 30, 2020. The schedule will be attached to this Agreement upon execution by both parties prior to July 1, 2019 start date. Those services may be similar to those agreed upon in Year 3 or such other activities as may be mutually agreed upon by the parties.”

9. Section 2.6.1(b) shall be deleted in its entirety and replaced with the following:

“b. Enterprise License Fees: The Enterprise License Fee applies to all students within the District. Office Depot will receive \$00.00 per student for Watson Enlight for the first Twenty-Four (24) Months after the Effective Date or the prorated schedule based upon system initiation. The Enterprise License fees for the remainder of the Term are stated in the fee table at the end of Section 2.6; provided, however, these Enterprise License fees shall be subject to change per the procedures discussed in this Section.

Per section 2.4.8 (g), it is the intent of Office Depot and the District to reduce or eliminate Enterprise License Fees through an agreement of Exchange of Services. All Enterprise License Fees in Year 3 will be waived provided Office Depot and the District come to a successful agreement on the Exchange of Services as described in Section 2.4.8 (f). As to subsequent renewal Years, 4-8, The District will have the opportunity to reduce or eliminate costs associated with Watson Enlight per the final outline and mutual agreement of additional Exchange of Services which may be added to this Agreement as an amendment.

In addition, the District and Office Depot will renegotiate, at the end of Years **4-7**, the Enterprise License Fee and Exchange of Services for the following year. This renegotiation will commence no later than December 1 of the prior year, and be completed by no later than March 1 of the prior year. (Example: For school year 4, negotiation will occur from December 1-March 1 of school year 3. Should the parties renew the Agreement, the Enterprise License Fee will not exceed \$18 per student any time throughout the Agreement. During the first Renewal Term (Years 4), the District will receive Watson Enlight for \$15 per student. During the second Renewal Term (Years 5 and 6), the District will receive Watson Enlight for \$18 per student. During the third Renewal Term (Years 7 and 8), the District will receive Watson Enlight for \$18 per student or for a 20% discount off of the “Established Market Price” (as hereinafter defined), whichever is lower. All Renewal Terms are subject to the renegotiation details defined within this Section.”

10. Section 2.6 Fees Table shall be deleted in its entirety and replaced with the following:

Service	Yr.1 (2016-2017)	Yr.2 (2017-2018)	Yr.3 (2018-2019) Renewal Term 1	Yr.4 (2019-2020) Renewal Term 1	Yr.5 (2020-2021) Renewal Term 2	Yr.6 (2021-2022) Renewal Term 2	Yr.7 (2022-2023) Renewal Term 3	Yr.8 (2023-2024) Renewal Term 3
Integration Fees	\$0	\$0	N/A	N/A	N/A	N/A	N/A	N/A
Enterprise License (per student)	\$0	\$0	\$0	\$15	\$18	\$18	\$18	\$18
Comprehensive Professional Development Solutions Fee	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

- 11. Capitalized terms not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement. This Amendment may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Amendment Effective Date.

OFFICE DEPOT, INC.

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____



Approved for Legal Content
 August 7, 2017, by Matthews Eastmoore
 General Counsel for the School Board of
 Sarasota County, Florida
 Signed: ASH