

**SECOND AMENDMENT TO ADDENDUM AGREEMENT WITH KNOWLEDGELAKE FOR
SAAS NO. 11851**

THIS Second AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and KNOWLEDGELAKE INC, a Foreign-for-Profit Corporation, which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties previously entered into an Addendum Agreement dated October 30, 2020, for Software as a Service, identified by No. 11851 (the “Agreement”); and

WHEREAS, the Parties previously entered into the First Amendment to the Addendum Agreement, (the “First Amendment”) through which the payment top the Contractor by the County was increased to account for additional services, dated September 15, 2022; and,

WHEREAS, the County has elected its option to renew the term of the original Agreement to allow the Contractor to furnish the goods or service to Alachua County; and

WHEREAS, the Parties desires to amend the Agreement to extend the term and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #3.b, of the Agreement titled “Payment” Sub-section 3.b.1is amended to read as follows:

i. The County agrees to pay KNOWLEDGELAKE an amount Not to Exceed \$124,180.45 annually for the term of this Amendment to the Agreement, November 1, 2023-October 30, 2026, as detailed in the based on the Knowledgelake price quote incorporated into the Agreement as attached to this Amendment as Attachment "C"

B. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on October 1, 2023.

C. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:

By: Jason Burian

Print: Jason Burian

Print: _____

Title: Vice President of Product

Date: 9/15/2023

Date: _____

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ATTACHMENT C: UPDATDED KNOWLEDGELAKE QUOTE

KnowledgeLake

Cloud Renewal Quote

Subscription Renewal Start Date: 11/01/2023

Subscription Term: 36 Months

Conditions

Quote Date: 8/18/2023

Valid Until: 9/19/2023

Prepared By

Christy Gary

(314) 898-0568

christy.gary@knowledgelake.com

Quote To:

Ryan Evans

Alachua County

revans@alachuacounty.us

Ship To:

Ryan Evans

Alachua County

revans@alachuacounty.us

KnowledgeLake Cloud Platform

Volume	Feature Description
223,500	Documents Ingested and Processed with Machine Learning & Intuitive AI
1	KnowledgeLake Repository: Documents Available for Search, View, and Retrieve (3 million documents and up to 3 Terabytes of storage space)
Yes	Robotic Desktop Automations
1	Sandbox Environment (On Demand)
Yes	Managed SaaS

Investment Subtotal

Annual Cloud Subscription	\$124,180.45
Total 36 Month Investment	\$372,541.35

Accepted By:

Name:**Title:****Signature:****Date:**

KnowledgeLake Cloud Renewal Quote

THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, TOGETHER WITH THE MASTER SUBSCRIPTION AGREEMENT ("MSA") EXECUTED IN CONNECTION HERewith, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES FOR ALL ITEMS EXCEPT PROFESSIONAL SERVICES & TRAINING. FOR PROFESSIONAL SERVICES & TRAINING, THIS QUOTATION AND THE DOCUMENTS REFERENCED HEREIN, TOGETHER WITH A STATEMENT OF WORK ("SOW") or QUICKSTART PACKAGE EXECUTED IN CONNECTION HERewith, CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES.

All capitalized terms used but not defined in this Quotation have the meanings described in the MSA. The fees specified herein are due upon receipt of the applicable invoice or upon the indicated payment dates, if applicable, whichever is later. All prices are in USD. This quote does not include any applicable taxes KnowledgeLake may be obligated to collect as part of this order. Once accepted, and except as otherwise specified, this quote becomes a noncancelable order and the related fees become due and non-refundable. The Subscriber acknowledges that the pricing specified in this order is based on the subscription period, up to the maximum consumption units listed, and the number of subscription years. Documents are assumed to have an average page count of ten or less. If the average page count exceeds this amount, the client may be subject to additional charges. It is expressly agreed that the terms of this order shall supersede the terms contained in any purchase order or other non-KnowledgeLake ordering document or correspondence, regardless of when such ordering document is received or if KnowledgeLake signs such ordering document, and no terms included in any such purchase order or other non-KnowledgeLake ordering document or correspondence shall apply to KnowledgeLake or to the licenses and services specified in this order.

Payment Due: 10/31/2023

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