

**FIRST AMENDMENT TO ADDENDUM AGREEMENT WITH KNOWLEDGELAKE
INC. FOR SOFTWARE AS A SERVICE Saas NO. 11851**

THIS First 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 (“Knowledgelake”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS the Parties previously entered into an Addendum Agreement dated October 30, 2020, through which data storage by Knowledgelake of County data was transitioned from County servers to Software as a Service (Saas) provided by Knowledgelake, identified by No. 11851 (the “Agreement”); and

WHEREAS, the Parties desires to amend the Agreement to increase the payment for the final year of the Agreement by \$20,000.00 for increased use of the Knowledgelake repository, 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 \$107,983.00 for the final year of the Agreement, November 1, 2022-October 30, 2023, as detailed in the based on the Knowledgelake price quote incorporated into the Agreement as attached to this Amendment as Attachment "C"

B. Amendment. Section 3.s, titled “Insurance” is hereby added to the Agreement and reads:

For the duration of this Agreement Knowledgelake shall maintain insurance coverages in the following amounts:

Cyber Liability Coverage an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must

include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

C. Effective Date. Upon and after full execution of this Amendment by the Parties, this Amendment shall be effective on November 1, 2022.

D. 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.

REMAINDER OF APGE INTENTIONALLY LEFT BLANK

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

ALACHUA COUNTY, FLORIDA

By: Marihelen Wheeler
Marihelen Wheeler, Chair
Board of County Commissioners
Date: _____

ATTEST

Jess Irby
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4F99416...
Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
By: Robin Heisler
Print: Robin Heisler
Title: VP of Finance and Operations
Date: 8/22/2022

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: Knowledgelake Cloud Quote



Cloud Quote

Reference Number: 220617-ATVIHR
Subscription Start Date: Upon Signature
Subscription End Date: 10/31/2023

Conditions

Quote Date: 07/29/2022
 Valid Until: 09/30/2022

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 |
|--------|---|
| 1 | KnowledgeLake Repository: 2 million documents And 2 TBs available for Search, View and Retrieve |

Investment Subtotal

| | |
|--|----------|
| KnowledgeLake Repository (Upon Signature - October 31, 2022) | \$0 |
| KnowledgeLake Repository (November 1, 2022 - October 31, 2023) | \$20,000 |

Assumptions:

- Migration of documents will be completed under previously executed SOW signed 12/15/2020.
- The entire KnowledgeLake application and storage will run in Azure commercial
- Storage will be provisioned and migrated after the signing of this document (and PO, if required).

My Company will issue a Purchase Order for this transaction: _____ Yes _____ No

Accepted By:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____



Cloud 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, SOW or QuickStart as applicable. 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 paid in advance. 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: by 10/31/2022

For the avoidance of doubt, KnowledgeLake will not provide Technical Support and Updates for other KnowledgeLake products that have not been purchased. While optional, Technical Support and Updates for other KnowledgeLake products must be purchased separately.

The KnowledgeLake Master Subscription Agreement is governed by the terms and policies available at [KnowledgeLake Master Subscription Agreement](#).

Item #49, 22-0765

Final Audit Report

2022-09-15

| | |
|-----------------|--|
| Created: | 2022-09-15 |
| By: | Steve Donahey (asd@alachuaclerk.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAo28Em5IN1Envm2xcvo-E5lvtlyfp8H-A |

"Item #49, 22-0765" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2022-09-14 - 12:25:32 PM GMT- IP address: 216.194.145.253
-  Document created by Steve Donahey (asd@alachuaclerk.org)
2022-09-15 - 3:03:50 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2022-09-15 - 3:04:35 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2022-09-15 - 3:11:36 PM GMT- IP address: 149.19.43.13
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Marihelen Haddock Wheeler
2022-09-15 - 3:12:07 PM GMT- IP address: 149.19.43.13
-  Document e-signed by Marihelen Haddock Wheeler (bocchairsignature@alachuacounty.us)
Signature Date: 2022-09-15 - 3:12:08 PM GMT - Time Source: server- IP address: 149.19.43.13
-  Document emailed to jki@alachuaclerk.org for signature
2022-09-15 - 3:12:10 PM GMT
-  Email viewed by jki@alachuaclerk.org
2022-09-15 - 3:15:02 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2022-09-15 - 3:15:23 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2022-09-15 - 3:15:24 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2022-09-15 - 3:15:24 PM GMT