

Solution Tree Purchase Agreement – Amendment 1

Effective April 7, 2021, Solution Tree, Inc. (“Solution Tree”) and Madera Unified School District, located at 1902 Howard Road, Madera CA 93637 (“Customer”) agree to amend the Solution Tree Purchase Agreement between the parties dated November 15, 2019 (the “Original Agreement”) as follows:

1. **Transferred Registrations:** Solution Tree will transfer \$149,130.08 of Customer’s \$247,351.00 Event Registrations to the following PLC at Work® LIVE Institute Site Host Licenses and accompanying services and materials. The total amount remaining to be transferred will be \$98,220.92

Products and Services	Total
(5) PLC at Work® LIVE Institute Site Hosts – June 15-17, 2021	\$120,000.00
Additional Event Materials (390 copies each of <i>Learning by Doing, 3rd Edition</i> , Event Program Guides, and Tote Bag	\$26,910.00
Additional Event Materials sales tax total	\$2220.08
Total	\$149,130.08

2. **LIVE Institute:** Solution Tree grants Customer a non-exclusive, venue-specific, limited-duration license to display a PLC at Work LIVE Institute (the “Event”) at the approved location on June 15-17, 2021 with virtual presentations and digital materials created by Solution Tree authors and associates. Customer may not make audio or video recordings of the Event or display the Event at any venue not approved by Solution Tree.

- 2.1. **On-site PLC at Work Associate:** Customer may add a Solution Tree presenter (an “Associate”) to be present on-site during the Event for an additional fee (if not already included in this Agreement). If requested, Solution Tree will, subject to availability, match an Associate to augment Customer’s Event experience. If Customer adds an Associate not included in this Agreement, Customer will provide Solution Tree with a purchase order or payment covering the addition.

- 2.2. **Additional Event Materials:** Customer may purchase additional event materials, including tote bags, t-shirts, issues of the PLC Magazine, hard copies of the handouts, and copies of *Learning by Doing 3rd Edition* (“Additional Event Materials”). Any Additional Event Materials purchased at least 30 days prior to the first day of the Event will arrive prior to the Event. Customer may purchase Additional Event Materials within 30 days of the Event but may not be able to ship them in time to arrive before the Event. Customer will provide shipping instructions and personnel to receive and assemble the shipment of Additional Event Materials. If Customer purchases Additional Event Materials not included in this Amendment, Customer will provide Solution Tree with a purchase order or payment covering them. Solution Tree will not ship any Additional Event Materials without a purchase order or full payment and will ship all Additional Event Materials to one location. Additional Event Materials are not returnable.

- 2.3. **Personnel, Setup, and Preparation:** Customer will provide a site contact who will be available during the Event dates, for setup before the Event, and will follow the PLC at Work LIVE Institute Playbook (the “Playbook”) provided by Solution Tree. Customer will provide AV equipment in

accordance with the technical specifications described in the Playbook and AV personnel to be available during the Event.

2.4. Audio/Visual Responsibility: Should Customer's equipment fail, malfunction, or prove to be inadequate to deliver the content, sole responsibility for such failure will be with Customer, and Customer will still be liable to Solution Tree for the full amount due for the Event. Solution Tree makes no warranty, representation or guarantee that the Event will be uninterrupted or error free or that any defects can be corrected.

2.5. Contingency Plan: If COVID-19 or another disruption beyond the control of the parties will prevent the Event from taking place as planned, then Customer may reschedule the Event for another date when Solution Tree is offering a PLC at Work LIVE Institute. If the Event cannot be rescheduled, Solution Tree will provide Customer with other Solution Tree products and services of equivalent value.

3. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring on-site, Solution Tree may arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

This Amendment is acknowledged and accepted by Customer and Solution Tree:

Todd Lile
Superintendent
Madera Unified School District

Date

Joan Brooks
Vice President of Sales
Solution Tree, Inc.

Date

Please email this Amendment to Steve Kinkeade at stevekinkeade@SolutionTree.com or fax to 812.961.4696.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information *(required for resource delivery)*

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?