

**ADDENDUM TO WARREN COUNTY SCHOOL DISTRICT DATA CENTER
MIGRATION STATEMENT OF WORK**

WHEREAS, on October 12, 2015, the Warren County School District Board of School Directors approved the Warren County School District Data Center Migration Statement of Work, which imposed upon Applications2U a deadline for completion of all Physical Installation, Deployment, and Migration work to the satisfaction of the District of July 15, 2016; and

. WHEREAS, the Warren County School District desires to amend said date to _____, 2016, with all other terms and conditions of the Warren County School District Data Center Migration Statement of Work remaining in full force and effect.

NOW THEREFORE, intending to be legally bound thereby, the Warren County School District agrees as follows:

1. Section 5.4(a) is amended to read as follows:

Applications2U agrees that time is of the essence for this contract, and that if it fails to achieve completion of any portion of the work by the established completion deadline of _____, 2016 (as stated in Section VI of this contract), Applications2U shall pay to the customer, as liquidated damages and not as a penalty for such failure, the amount of \$500.00 for each and every calendar day beyond the identified date for completion. This provision shall not apply if the failure to meet an established deadline is caused by the actions or inactions of the customer or a Force Majeure Event. For purposes of this provision a Force Majeure Event shall mean acts of God and governments, fires, floods, wars, sabotage, accidents, loss or electricity or labor disputes or shortages.

2. Section 5.4(b) is amended to read as follows:

In the event that Applications2U materially breaches any term of this contract, the customer may terminate this contract upon 30 days' written notice to Applications2U and

pursue any all contractual, legal, equitable or other remedies that customer may have. The parties agree that for purposes of this provision, a material breach shall include missing the established completion deadline of _____, 2016 (as stated in Section VI of this contract) by more than 21 calendar days.

3. The second and third paragraphs of Section 6.1 are amended to read as follows:

The deadline for completion of all Physical Installation, Deployment, and Migration work specified below to the satisfaction of the customer is _____, 2016.

50% of the \$290,000 subtotal stated below shall be paid by customer within 15 days of the approval of this contract by the customer's Board of School Directors. The remaining 50% balance of the \$290,000 subtotal, less any any permissible reductions by the customer for the failure to comply with the _____, 2016, completion deadline or otherwise, shall be paid by customer within 15 days of the date on which all of the work specified below and herein is completed to the customer's satisfaction. Any equipment that is required to be purchased pursuant to this contract shall be purchased directly by, invoiced directly to, and paid for directly by the customer.

4. All other terms of the Warren Cuonty School District Data Center Migration Statement of Work shall remain in full force and effect.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Board Secretary

BY: Board President (SEAL)

Date

Date