

**ADDENDUM TO AGREEMENT BETWEEN LEXIA
LEARNING SYSTEMS LLC AND
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned, Lexia Learning Systems LLC, has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in section 768.28(5), Florida Statutes, and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by section 768.28 (9), Florida Statutes. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to section 768.28, Florida Statutes, if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum, and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. The Contractor warrants that the work product and any other materials licensed hereunder do not knowingly contain any virus, worm, Trojan Horse, tracking software, or devices capable of identifying users or tracking use, or any undocumented software locks or drop-dead devices which would render inaccessible or impair in any way the operation of the work product or any other hardware, software, or data which the work product is designed to work with.

7. Lexia Learning Systems LLC, Terms and Conditions, Section 10, Paragraph B. is modified as follows:

DISCLAIMER OF WARRANTIES OTHER THAN AS STATED IN SECTION 10A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO OTHER IMPLIED WARRANTIES OR PROMISES, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE APPLICATION, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) "AS-IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFECTS OF SUCH APPLICATION (IF ANY) SHALL BE WITH CUSTOMER. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND COMPANY'S THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY OR COMPLETENESS OF DATA, SATISFACTORY QUALITY, NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT NO IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

8. Lexia Learning Systems LLC, Terms and Conditions, Section 10, Paragraph D. is modified as follows:

LIMITATIONS OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR COMPANY'S THIRD PARTY LICENSORS, OR ANY OTHER PERSON OR ENTITY, BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER FOR (A) ANY PUNITIVE OR SPECIAL DAMAGES, BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

9. Data:

- a. Data handling shall be governed by the Data Sharing Privacy Agreement (DSPA) signed by Contractor on April 17, 2024, in addition to the terms under this section 9. Should there be conflicting provisions between the DSPA and this Addendum regarding the use, transmission, or

destruction of data, the terms of the DSPA shall govern.

- b. HCSB is and will remain the owner of all data provided to Contractor by HCSB under this Agreement. Contractor will not use such data for any purpose other than as required to perform under the terms and conditions of this Agreement. At no time shall any part of such data be sold, assigned, leased, or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will not possess or assert any lien or other right against such data.
- c. Each Party is permitted to disclose the other Party's Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need-to-know basis only.
- d. The contractor agrees that any transmission or exchange of system application data with HCSB and/or any other Parties shall take place via secure means using current industry-approved encryption standards.
- e. Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.). In situations where vendors will be collecting and/or storing personally identifiable information, protected health information, and financial or other sensitive data, a SOC 2 Type II report shall be made available upon request.
- f. Contractor agrees that any and all data will be stored, processed, and maintained solely on designated servers and that no HCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the Contractor's delivery of the Services under this Agreement shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an HCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the HCSB Director of Technology and Information Systems for any general or specific case. Contractor agrees to store all HCSB backup data stored as part of its backup and recovery processes in encrypted form.
- g. Contractor agrees that upon the termination of this Agreement, or future agreement between the Parties for similar services and request from HCSB, it shall return to HCSB all data provided by HCSB in a useable electronic form, and erase, destroy, and render unreadable all HCSB data in its entirety by DoD 5220.22-M in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of HCSB, whichever shall come first.
- h. No confidential data collected, maintained, or used during the performance of the

Agreement shall be disseminated except as authorized by law and with the written consent of the School Board, either during the period of the Agreement or thereafter. In the event of a breach of security as defined in section 501.171, Florida Statutes, the Contractor shall notify the School Board immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, the Contractor shall fully cooperate, at its own expense, with the School Board regarding the School Board's statutory notification requirements.

- i. If either Party becomes compelled by law or regulation (including securities laws) to disclose any information which applicable law or this Agreement requires to be held confidential, then such Party will provide the other Party with prompt written notice so that such other Party may seek an appropriate protective order or other remedies. If a remedy acceptable to the Party whose Confidential Information is at issue is not obtained by the date that the Party subject to the disclosure requirement must comply with such requirement, then such Party will furnish only that portion of the Confidential Information that it is legally required to furnish, and to the extent allowed by law, such disclosing Party shall require any recipient of the Confidential Information to exercise commercially reasonable efforts to keep the information confidential.
- j. Both Parties acknowledge that unauthorized disclosure or use of the Confidential Information may irreparably damage the Party whose Confidential Information is disclosed in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the affected Party the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Each Party hereby waives the posting of a bond concerning any action for injunctive relief. Each Party further grants the other Party the right, but not the obligation, to enforce these provisions in its name against any of such Party's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors violating the above provisions.
- k. If the Contractor is provided keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers by HCSB, and such security items or information are lost or stolen, the Contractor will be responsible for the entire cost of replacement keys, the cost to rekey the site, along with any other costs associated with securing HCSB property or data. For security purposes, the Contractor shall report the lost or stolen key, access device, or information to HCSB Asset Protection immediately, so that HCSB may take steps to secure the location. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- l. From time to time, the HCSB may reasonably request that the Contractor modify or increase its protection of certain Confidential Information as necessary to ensure that confidentiality is maintained. Such modifications to the methods or manners by which the Confidential Information is maintained will be mutually agreed upon by the Parties in a written amendment to this Agreement. Contractor shall not unreasonably decline HCSB's request.

m. Contractor shall assure that all contracts with subcontractors impose these data security obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.

10. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

11. Audit and Inspection. HCSB or its representatives reserves the right to inspect and/or audit the Contractor's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, duties, and obligations established by this Agreement. Documents or records in any form shall be open to HCSB representatives and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between HCSB and the Contractor.

12. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida, hereinafter ("Court") have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

13. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

14. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by section 212.08(6), Florida Statutes.

15. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

16. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force

majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

17. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions of Chapter 218, Florida Statutes.

18. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

19. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

20. E-Verify. Pursuant to section 448.095, Florida Statutes, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with section 448.095, Florida Statutes, and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

21. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records

subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

22. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and

b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and

d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, ELLERMAN_A@HCSB.K12.FL.US or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material

breach of this agreement and the School Board may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

23. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor’s delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

24. Contractor agrees to execute an Affidavit Regarding the Use of Coercion for Labor and Services as required by section 787.06(14), Florida Statutes.

25. If the Contractor receives access to an individual s personal identifying information as a result of this agreement, Contractor agrees to provide the School Board with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in section 287.138(2)(a) to (c), Florida Statutes.

26. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor, Lexia Learning Systems LLC:

Signed by: Nick Gaehde
4C1C433FB5D4AE...
Printed Name: Nick Gaehde
Title: President
Date: 4/27/2026

Hernando County School Board:

Printed Name: _____
Title: _____
Date: _____

Approved as to Legal Sufficiency
Caroline I. Mockler, Esq
Staff Counsel, HCSD
4:29 pm, 04/24/2026

QUOTE



Lexia Learning Systems LLC
 17855 Dallas Parkway, Suite 400
 Dallas, TX 75287 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote #: Q-698621-1a
Created Date: 3/9/2026

Prepared By: Lazaro Garcia
Email: lazaro.garcia@lexialearning.com

Quote To:
 Kelly Downey
 School Board of Hernando County
 919 N Broad St
 Brooksville, FL 34601 US

Bill To:
 Kelly Downey
 School Board of Hernando County
 Accounts Payable
 919 N Broad St
 Brooksville, FL 34601 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2026	6/30/2027	30	Lexia PowerUp Literacy Student Subscription Renewal	\$44.00	\$1,320.00
7/1/2026	6/30/2027	5	Lexia Core5 Reading/PowerUp Literacy Unlimited License with PowerUp Literacy School Success Partnership Renewal	\$13,800.00	\$69,000.00
7/1/2026	6/30/2027	1	Lexia PowerUp Literacy District Success Partnership - Silver - Renewal	\$8,300.00	\$8,300.00

Total Price \$78,620.00
 Est. Tax \$0.00
 Total Due \$78,620.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Email Purchase Orders with quote number Q-698621-1a to the following:

Attn: Lazaro Garcia
 Email: lazaro.garcia@lexialearning.com

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for

refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License terms ("License Terms") and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the License Terms may be modified only if agreed to and signed by both parties. Any previous communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof shall be void and of no effect. In the event of any conflict, the controlling documents shall be, in order of precedence: Data Sharing Privacy Agreement signed by Lexia April 17, 2024, Addendum, PUR 1355, Affidavit Regarding Use of Coercion for Labor Services, and Lexia Learning Systems LLC License Terms.

Approved as to Legal Sufficiency
Caroline I. Mockler, Esq.
Staff Counsel, HCSD
4:31 pm, 04/24/2026