

## AFFILIATION/PARTNERING AGREEMENT



**THIS AGREEMENT** is entered into **January 12, 2021** by and between SpaceMade LLC dba Solodev (hereinafter "Solodev") its successors and assigns having a place of business located at 800 N. Magnolia Ave., Suite 1400, Orlando, FL 32803 and **Panhandle Area Educational Consortium**, having a place of business located at 753 West Boulevard, Chipley, Florida 32428 (hereinafter "PAEC"). Collectively Solodev and PAEC are referred to as Parties.

**WHEREAS**, PAEC agrees to promote and market this partnership/affiliation agreement to the degree described below and Solodev agrees to utilize the partnership/affiliation agreement as the **primary and preferred means of generating sales and revenue** with schools, school districts, government agencies, and non-profit organizations in Florida;

**WHEREAS**, Solodev agrees to inform and train the account executives/sales teams conducting business in Florida on behalf of Solodev on the terms and conditions of this agreement and provide instruction on how to best utilize the PAEC Partnering Affiliation to the mutual benefit of the customer, PAEC, and Solodev.

**WHEREAS**, Solodev agrees to provide PAEC with a copy of a current purchasing contract competitively awarded to "other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements" through which this agreement is based so as to comply with **Florida Administrative Code (6A-1.012 Purchasing Policies)**.

**WHEREAS**, Solodev permits "district school boards" and other eligible entities, to make such purchases "at the same terms, conditions, and prices (or below such prices) awarded in such contract and such purchases are to the economic advantage of the district school board" or other eligible agencies in compliance with **Florida Administrative Code (6A-1.012 Purchasing Policies)**.

**WHEREAS**, PAEC operates an online marketplace known as the "PAEC Florida Buy Marketplace" for the purpose of offering school districts and other eligible users a fast, efficient, resource for shopping multiple contracts simultaneously in a secure web-based environment.

**Therefore**, in consideration of the promises made herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Solodev** wishes to promote, by way of any means available, (products and/or services) through PAEC.



2. Solodev grants PAEC the right to promote products and services that have been approved for purchase through the aforementioned affiliation agreement and are consistent with the terms approved by PAEC and **Solodev**.
3. For the administration of the affiliation agreement between Solodev and PAEC, **Solodev** agrees to pay PAEC an administration fee of 2% of the total sales of products and services purchased through the aforementioned affiliation agreement. This 2% fee is referred to as "in Florida state regular affiliation/partnering administration program fee" and shall be paid to PAEC on a quarterly basis and shall contain information containing the names of the various entities purchasing from the agreement and the amount of each purchase. A spreadsheet will be provided by PAEC with required fields to be completed with each quarterly submission.
4. **Solodev** may, upon entering into negotiations with qualified buyers, amend their prices to offer volume discounts below the lowest unit rate of previously contracted sales in Florida and in doing so, also make available to AEPA affiliates compatible pricing based on volumes that are equal to or exceed those made in Florida.
5. **Solodev** agrees to provide to PAEC accurate and detailed reports on a quarterly (Calendar Year) basis along with a check for the accumulated commissions on sales made in association with the terms of this agreement. Solodev is responsible for self-reporting and agrees to exercise honest, ethical, and transparent business practices in the execution of this agreement and the self-reporting requirements.
6. Solodev agrees to maintain at the expense of Solodev, commercial general liability insurance, with a combined single limit of not less than five hundred thousand dollars per occurrence for personal injury and property damage. Solodev agrees in the event of a product recall to reimburse buyers all direct and indirect costs and expenses, associated with removing such products from distribution, either by replenishing inventory (if replenishing inventory is currently available or by agreement to refund purchasing contract price) up to the limits of and through the commercial general liability insurance.
7. **Solodev** agrees to report all sales and pay commissions relevant to this agreement. Failure to do so or to willfully misrepresent sales and associated commissions to PAEC will constitute a breach of the agreement and entitle PAEC to compensatory damages for administration and marketing services at a rate compatible with market standards limited to two percent (2%) of any and all underreported amounts. This will include, but not be limited to, clerical and accounting services, website services, printing, email marketing, travel, lodging, registration fees, and other marketing projects associated with the promotion of products and services offered by Solodev.
8. When possible and practical, Solodev agrees to work with PAEC and its third party provider, Equal Level, to participate in the PAEC Florida Buy Marketplace by providing a cXML punch-out site or provide a spreadsheet containing all the items under contract within 60 days of contract signature in order to add the products offered by the vendor/partner on the online shopping platform.




9. PAEC AGREES TO collaborate and work with Solodev in the development of an online source page for Solodev which will include current Solodev marketing, promotions, partnering programs, products, and contact information as updated by PAEC from information provided by Solodev. Additionally, PAEC agrees to market the purchasing program statewide through face to face meetings with district purchasers, electronic messaging, and at conferences consistent with the Florida Buy Program's overall marketing strategy.
10. The term of the agreement will be for 3 years with the option to renew for two additional 12-month terms. After the first 12 months, the contract may be canceled by either party upon receipt of a 30-day notice provided all client obligations created under the contract have been satisfied. However, PAEC reserves the right to terminate the agreement immediately in the event that Solodev has reported no sales in the first 12 months or in subsequent quarterly reports.

**THIS AGREEMENT** constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, discussions, negotiations, or understandings, whether oral or written, between the Parties with respect to the subject matter hereof. No amendment to or modification of this Agreement will be binding unless in writing and signed by the Parties or a duly authorized representative of the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of the date above.

**Solodev**

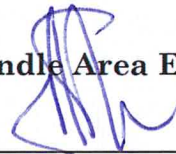
By:   
Print Name: Dasha Moore  
Title: COO  
Date: 1/12/2021

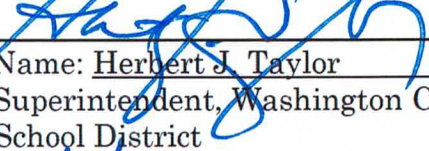
DUNS # 72-025805

WCSB: 2-8-21

Contract Number 21-251

**Panhandle Area Educational Consortium**

By:   
Print Name: John Selover  
Title: Executive Director, PAEC  
Date: 2/8/21

By:   
Print Name: Herbert J. Taylor  
Title: Superintendent, Washington Co. Florida  
School District  
Date: 2/8/21