

CONTRACT REVIEW CHECKLIST**Consistency with Law and School Board Policy:**

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	Five years
Termination Clause	For convenience and default
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	Limited warranties are provided by the vendor
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	Yes
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

Business Principles:

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to page Addendum B.

Other Issues:

Comments

Conflict of Interest Disclosures	Included with Back-up
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations:The issues noted above were explained to the appropriate District staff and/or Division Chief. YES ☐ NO ☐

Elain Hu 4/24/07
By: Attorney (Name and Date)

SYCLO PURCHASE AGREEMENT

By signing and returning this Purchase Agreement, the Parties accept the terms and conditions contained herein.

Supplier: Syclo, LLC, 1721 Moon Lake Blvd., Suite 300, Hoffman Estates, IL 60169
(Hereinafter Syclo)

Board: School Board of Palm Beach County, Florida, 3300 Forest Hill Blvd.,
West Palm Beach, FL 33406
(Hereinafter The Board)

Addenda: Attached to this Agreement are the following:

- X A. Professional Services Terms and Conditions & Statement of Work
- X B. Pricing Schedule and Payment Terms
- X C. Software License Agreement
- X D. General Terms and Conditions
- X E. Confidentiality Agreement
- X F. Supplemental Provisions

Effective Date: The term of this agreement commences on May 3, 2007 ("The Effective Date").

This Agreement encompasses the purchase of professional services as well as software licenses, and support and maintenance. The Statement of Work for Professional Services are included in Addendum A. The Board may license Software or purchase Services and Supplier shall provide the Software as described in Addendum C and/or services as described in Addendum A at the prices specified in Addendum B and in accordance with the terms and conditions as set out in the attached Addendum. It is the intent of the parties that both the General Terms and Conditions set forth in Addendum D and the Supplemental Provisions set forth in Addendum F shall apply to and supplement the terms and conditions of both Addendum A and Addendum C, to the extent that specific terms and conditions of Addendum D or Addendum F do not conflict with specific terms and conditions of either Addendum A or Addendum C. In the event that a specific term or condition of Addendum A or Addendum C conflicts with a specific term and condition of Addendum D or Addendum F, the specific term and condition of Addendum A or Addendum C shall govern.

All Purchase Orders issued to Syclo by the Board during the term of this Agreement shall be governed only by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on the Board's Purchase Order. Any additional or different terms in the Board's documents are hereby deemed to be material alterations and notice of rejection of them is hereby given.

Please print, sign and return three (3) copies of this entire Agreement to:
Syclo LLC, 1721 Moon Lake Blvd, Suite 300, Hoffman Estates, IL 60169 Attn: Contract Manager

Syclo LLC

School Board of Palm Beach County, Florida

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

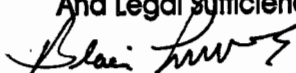
Title: _____

Title: _____

Date: _____

Date: _____

**Approved As To Form
And Legal Sufficiency**

A handwritten signature in black ink, appearing to read "Blair Lewis", is written over the printed text "Approved As To Form And Legal Sufficiency".