

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 17th day of July 2020.

BETWEEN:

Santa Rosa County School District of 5086 Canal Street, Milton, Florida, 32570
(the "Client", "Party")

AND

WeatherSTEM Inc. of 3019 N Shannon Lakes Drive Suite 203, Tallahassee, Florida, 32309 (the "Contractor", "Party")

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows.

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Install one new WeatherSTEM Varsity Package at Central School.
 - Maintain 8 WeatherSTEM units owned by Santa Rosa County Schools installed by WeatherSTEM Inc. to include parts replacement, phone/email support for minor issues, and site visits for major issues.
 - Site Locations: Chumuckla Elementary, Gulf Breeze High, Jay High, Milton High, Navarre High, Pace High, Woodlawn Beach Middle, and Central School.
2. The Services will also include any other tasks which the parties agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date this contract is executed. Each term will be one year and automatically renew at the end of each year unless cancelled in writing by either party.

Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

5. The Contractor will charge the Client a flat fee of \$2500 per year for the Services (the "Compensation").
6. The Client will be invoiced as follows:
 - a. Payments of \$2500 will be due annually on August 22nd for the annual maintenance and continued platform access
 - b. A single payment of \$5000 will be due upon installation of the new unit at Central School.
7. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation
9. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Edward B. Mansour

WeatherSTEM Inc.

Santa Rosa County Schools