

# EXHIBIT D

## Cidi Labs Extension/Renewal Term Order Details



55 W 900 S  
Salt Lake City, UT 84101  
USA  
(385) 404-2434

Order Number: O-21-2198  
Term Start Date: 7/1/2021  
Term End Date: 6/30/2022

Order Details:

Name:	Brandon Chitty	Subscription Term:	1 YR
Organization:	Broken Arrow School District	Payment Terms:	Net 30
Address:		Currency:	USD
Email:	blchitty@baschools.org		
Phone:			

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual DesignPLUS Subscription	SaaS subscription to use Cidi Design Tools which include the DesignPLUS, Multi-tool, and Upload/Embed Image LTI tool. SaaS agreement for K-12 enrollment between 18,000-24,999	\$10,500	\$10,500

Total: \$10,500.00

Payment Schedule:

Year 1	Year 2	Year 3
\$10,500	N/A	N/A

If you have questions about this order please contact:  
Mike Zackrisson at mikez@cidilabs.com

Please email purchase orders to sales@cidilabs.com  
Cidi Labs Federal ID #: 37-1816981

\*\* CONFIDENTIAL \*\*



**AMENDMENT No. 1  
TO CIDI LABS TERMS AND CONDITIONS  
ENTERPRISE SAAS LICENSE AND SUPPORT**

This Amendment No. 1 ("**Amendment**") is made effective as of June 1, 2021 (the "**Amendment Effective Date**"), by and between Cidi Labs, LLC, a Utah limited liability company ("**Cidi Labs**"), and Broken Arrow Public Schools, ("**Licensee**").

**WHEREAS**, Licensee and Cidi Labs previously entered into that certain Cidi Labs Terms and Conditions Enterprise SaaS License and Support Agreement (including Exhibits A, B and C thereto), executed on 6/24/2020 (the "**Agreement**"), pursuant to which Cidi Labs provides certain services, as further described therein; and

**WHEREAS**, the parties now wish to amend the Agreement, to among other things, provide for a renewal and extension of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **Renewal/Extension.** Licensee and Cidi Labs hereby agree that **Exhibit D**, attached hereto, shall be added to, and incorporated into, the Agreement as a new "Exhibit D" and that the term of the Agreement is extended for the period set forth in Exhibit D (the "**Renewal Term**"). During the Renewal Term all terms and conditions contained within the Agreement will remain unchanged and continue in full force and effect except as expressly stated otherwise herein and in **Exhibit D**.

2. **Miscellaneous.** Capitalized terms not defined in this Amendment shall have the meaning ascribed to such terms in the Agreement. In the event of any inconsistency between the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. This Amendment will be interpreted and construed in accordance with the laws of the State of Utah, without regard to its choice of law principles. This Amendment may be executed electronically and in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*



THE PARTIES HAVE SIGNED BELOW to indicate their acceptance of the terms of this Amendment No. 1.

CIDI LABS, LLC:

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Signature:

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Printed Name:

Mike Zackrison

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Title:

CEO

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Date:

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BROKEN ARROW PUBLIC SCHOOLS

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Signature:

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Printed Name:

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Title:

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Date:

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