

**EDGE PUBLIC, LLC****SUPPLIER ADMINISTRATION AGREEMENT**

This **SUPPLIER ADMINISTRATION AGREEMENT** ("**Agreement**") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the "**Effective Date**") by and between Edge Public LLC ("**Edge Public**"), a [State] Limited Liability Company with a principal place of business located at \_\_\_\_\_, and \_\_\_\_\_ ("**Supplier**"), a [State] [Corporation] with a principal place of business located at \_\_\_\_\_. Each of Edge Public and Supplier shall be referred to herein as a "**Party**" and together, as the "**Parties**". Capitalized terms used herein that are not otherwise defined shall have the meanings set forth in that certain Master Agreement, as defined below.

**WHEREAS**, Supplier provides products and/or services eligible for inclusion in those offered for use through Edge Public's commitment to public sector purchasing opportunities and wishes to collaborate with Edge Public to increase the availability of its offerings to eligible public entities.

**WHEREAS**, Edge Public is a cooperative purchasing organization that serves public agencies and other eligible entities and facilitates the procurement of goods and services through cooperative efforts with suppliers such as Supplier.

**WHEREAS**, Supplier has entered into a master agreement (the "**Master Agreement**") dated as of \_\_\_\_\_, with an Agreement No: \_\_\_\_\_ with \_\_\_\_\_ (the "**Lead Contracting Agency**") for the purchase of \_\_\_\_\_ (the "**Product**"), as per the terms set forth therein and in the copy attached hereto as Exhibit A.

**WHEREAS**, the Master Agreement allows public, state, local governmental entities, academic institutions, and non-profit agencies ("**Public/Non-Profit Agencies**") to purchase the Product at established prices through registration [the Lead Contracting Agency].

**WHEREAS**, Edge Public has the desire and ability to market the Master Agreement to Public/Non-Profit Agencies on behalf of the Supplier.

**WHEREAS**, Edge Public and Supplier wish to make the Master Agreement available to Public/Non-Profit Agencies and define their relationship's terms.

**NOW, THEREFORE**, in consideration for the mutual covenants, agreements and other good and valuable considerations, the receipt and sufficiency thereof which are hereby acknowledged by the Parties, Edge Public and the Supplier agree as follows:

- 1) **Purpose:** This Agreement sets forth the terms and conditions under which the Parties will collaborate to market opportunities to [eligible] Agencies to procure the Product from Supplier by registration with Edge Public and in compliance with the Master Agreement.
- 2) **Agreement Term:** This Agreement shall be in effect from the Effective Date stated above, or the following stated date if different: \_\_\_\_\_, and shall remain in effect for a period of five (5) years (such period the "Initial Term"). If neither Party provides written notice of its intent to terminate this Agreement at least forty-five (45) days' prior to the end of the Initial Term or any Renewal Term (as defined herein), then this Agreement will continue for consecutive one (1) year terms (each, as Renewal Term"). In any event, this Agreement shall terminate immediately upon termination of the Master Agreement.

### 3) **Terms and Conditions:**

- i) The Parties agree that unless expressly modified or superseded herein, the terms and conditions of the Master Agreement are incorporated by reference, which the Parties further acknowledges means that, among other provisions contained therein, all Supplier's commitments in the solicitation and its response that resulted in the Master Agreement are integrated herein.
- ii) The Parties further agree that Edge Public shall have all rights, privileges, and indemnifications granted to the Lead Contracting Agency by the Supplier in the Master Agreement. These rights extend to Edge Public, its employees, officers, directors owners, managers agents, and employees, and shall include all insurance obligations.

### 4) **Edge Public Responsibilities:**

- i) Edge Public shall market the opportunities presented pursuant to the Master Agreement, including by promoting the Product procurement opportunity through various channels, including in person and event-based marketing events in collaboration with Supplier.
- ii) Edge Public shall also monitor the overall compliance with this Agreement to ensure that all activities are being conducted in accordance with the Master Agreement.
- iii) [Edge Public shall create an onboarding process for Agencies who wish to participate in the offerings under the Master Agreement, based on \_\_\_\_\_.]
- iv) Edge Public shall develop and maintain relationships with:
  - (a) Supplier personnel and learn the scope of the Product and the offerings of Supplier
  - (b) Lead Contracting Agency to assist in learning the goals, challenges and objectives of such agency and the overall goals of the local and regional Public and Non-Profit Agencies that may wish to participate in obtaining the Products.
  - (c) Public Agencies to facilitate interest and understanding in participating in the programming made available through the Lead Contracting Agency and Edge Public.
- v) Edge Public is **not** responsible for:
  - (a) Placement of any actual of any orders by Lead Contracting or Public / Non-Profit Agencies; the Parties acknowledge and agree that Edge Public is not a dealer nor agent of the Supplier, Lead Contracting Agency, nor Public/Non-Profit Agencies. Edge Public guarantees no minimum purchases.
  - (b) Supplier's performance or lack thereof, under the Master Agreement.

### 5) **Supplier Responsibilities:**

- i) Supplier must, from the Effective Date forward, provide marketing support to Edge Public (as is set out in the Solicitation).
- ii) Supplier shall also provide technical support and training to Edge Public personnel to assist in Edge Public understanding and marketing capabilities with respect to the Products and the programming under which such are offered by Supplier.
- iii) Supplier shall provide feedback on no less than a monthly basis, regarding how the processes and procedures implemented by Edge Public are working.

- iv) Supplier must adhere to the terms conditions and performance criteria of the Master Agreement and perform at or above expectation for all customers serviced under the terms of this Agreement and the Master Agreement, including but not limited to any volume commitments made by Supplier, fill rates and on time delivery terms.
- v) Supplier shall provide any training needed to Public/Non-Profit Agencies who participate in the Master Agreement.
- vi) Supplier must maintain all necessary certifications, licenses and registrations and file all necessary materials to remain in good standing within the industry and for the Products which it supplies.
- vii) Supplier shall operate its business in compliance with all applicable laws, regulations and ordinances, and is and take all steps necessary to remain in good standing in the jurisdictions in which it operates.
- viii) Supplier shall manage all orders, and monitor all sales, deliveries, rejections and returns. Supplier agrees and acknowledges that all such activities are its responsibility (including if it subtracts any portion thereof to third parties for completion), and not that of Edge Public.
- ix) Supplier shall be responsible invoicing and collections on sales of the Products and the accrual of the Admin Fee (as defined below). Such Admin Fee shall be remitted to Edge Public on a monthly basis, within thirty days of the end of the previous month and shall be accompanied by a report detailing how the quarterly Admin Fee payment has been calculated.

#### 6) **Mutual Responsibilities:**

- i) Edge Public and Supplier will promote the Master Agreement to Public/Non-Profit Agencies and will require that such Public/Non-Profit Agencies complete all onboarding processes required by Edge Public including submission of any participation onboarding documentation prior to having access to the procurement opportunities made available under the Master Agreement.
- ii) Branding and Logos: Each Party hereby grants the other a non-exclusive, nontransferable license to use its logos, trademarks, and brand names solely in connection with the joint marketing efforts outlined in this Agreement, provided each use or instance is approved by the other Party prior to use. The usage of any brand asset must comply with the other Party's branding guidelines.
- iii) The Parties will create joint advertisements, webinars or other presentations to promote the Master Agreement to the target audience. All such materials will be jointly approved by the Parties.
- iv) Edge Public and Supplier will work together to devise new directions in which to promote Suppliers products or services.

- 7) **Edge Public Administrative Fee:** Edge Public shall receive an administrative fee of 3% of all purchases made by Public Entities under the Master Agreement (the “Admin Fee”).

#### 8) **Termination; Effect of Termination:**

- i) **Termination:** Either Party may terminate this Agreement in the event of a material breach by the other party, subject to the cure provisions set forth herein. A "material breach" shall be defined as a failure to perform an essential obligation under this Agreement, which includes but is not limited to the following:
  - (a) Failure to Remit Admin Fees: If Supplier fails to timely remit the correct Admin Fees or the supporting documentation needed to verify such calculations within the timeframes specified in this Agreement;
  - (b) Failure to Comply with Terms of Supply: If Supplier fails to provide the agreed minimum volumes of Product, or fails to meet any other key provision relating to the supply to Public/Non-Profit Agencies,
  - (c) Material Breach (or termination) of the Master Agreement
  - (d) Material breach of any obligation of a Party hereunder.
- ii) **Cure Period:** If any material breach occurs by either Party, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within that time period, the non-breaching Party may terminate this Agreement immediately upon written notice to the breaching Party.
- iii) **Effect of Termination:** Upon termination of this Agreement, neither Party shall have any additional obligations to each other, other than to remit amounts accrued but not yet paid, and any obligations which survive termination. All marketing efforts shall cease and neither Party shall have the right to present any co-marketing materials or presentations. All printed materials, if any, that either Party has in their possession shall be destroyed and shall be prohibited from further use.

## 9) Indemnification By Supplier:

- i) Supplier agrees to fully indemnify, defend, and hold harmless Edge Public, its affiliates, directors, officers, employees, agents, and representatives (collectively, the "Edge Public Indemnified Parties") from and against any and all losses, claims, damages, liabilities, expenses, costs, judgments, and fees (including reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with:
  - (a) Any breach by Supplier of any provision of this Agreement or the Master Agreement, including but not limited to any representation, warranty, or covenant made by Supplier herein;
  - (b) Any negligence, willful misconduct, or unlawful acts of Supplier in the performance of this Agreement or the Master Agreement;
  - (c) Any intellectual property infringement resulting from the storage, use or sale of the Supplier's products;
  - (d) Any violation of applicable laws, regulations, or industry standards by Supplier in connection with the performance of this Agreement.
- ii) Supplier shall, at its sole cost and expense, defend any and all claims, suits, or actions brought against any Indemnified Party that are subject to indemnification under this provision. Edge Public shall cooperate fully with Supplier in the defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.

iii) Limitations of Liability: The maximum amount of liability to which Supplier may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

iv)

#### 10) Indemnification By Edge Public

i) Edge Public agrees to fully indemnify, defend, and hold harmless Supplier, its affiliates, directors, officers, employees, agents, and representatives (collectively, the “Supplier Indemnified Parties”) from and against any and all Losses arising out of or in connection with:

(a) Any breach by Edge Public of any provision of this Agreement, including any representation, warranty or covenant made by Edge Public herein;

(b) Any negligence, willful misconduct or unlawful acts of Edge Public in its performance of its obligations hereunder; or

(c) Any violation of applicable laws, regulations or industry standards by Edge Public in connection with its performance of its obligations hereunder.

ii) Edge Public shall, at its sole cost and expense, defend any and all claims, suits, or action brought against any Supplier Indemnified Party that are subject to indemnification under this provision. Supplier shall cooperate fully with Edge Public in defense of any such claims, suits, or actions, and may, at its own expense, participate in such defense with counsel of its choosing.

iii) Limitations of Liability: The maximum amount of liability to which Edge Public may be held accountable shall not exceed the total amount of Admin Fees received by Edge Public in the 12 months preceding the claim which gave rise to such liability. UNDER NO CIRCUMSTANCES SHALL EDGE PUBLIC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MASTER AGREEMENT, EVEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

11) **Confidentiality:** The Parties agree to keep all confidential information disclosed by either Party ("Confidential Information") in connection with this Agreement strictly confidential and not to disclose it to any third party without prior written consent. Confidential Information shall not include information that is publicly available or independently developed by the receiving Party without reference to the disclosing party's confidential information. The obligations of confidentiality shall remain in effect for two years following the termination of this Agreement, except for any Confidential Information which constitutes trade secrets, which must remain subject to this protection beyond such two year time period, until such time as it no longer constitutes protected trade secrets.

12) **Relationship:** Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. The Parties are independent contractors, and neither party shall have any authority to act on behalf of the other or bind the

other in any way. Each party shall be solely responsible for its own actions and obligations under this Agreement.

13)**Governing Law and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of [Florida] without regard to its conflicts of laws principles.

14)**Dispute Resolution:** In the event of any disputes or disagreements between Edge Public and Supplier, both Parties agree to first try to resolve such issues through mutual discussions.

15)**Miscellaneous.** This Agreement, including all exhibits, schedules, and documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by an authorized representative of both Parties. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to make it enforceable while reflecting the original intent of the Parties. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have so AGREED as of the date written below:

EDGE PUBLIC LLC

[SUPPLIER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_