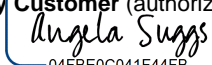




Payment Plan Agreement

Customer:	Florida Sports Foundation, Incorporated
Address:	101 N Monroe St, Suite 1000 Tallahassee, FL 32301-1546 US
PPA No.:	
Effective Date:	

DocuSigned by:	
Executed by	Customer (authorized signature):
Signature:	
Name:	Angela Suggs
Title:	CEO
Executed by Oracle America, Inc.:	
Signature:	
Name:	
Title:	

This Payment Plan Agreement ("PPA") is entered into by Customer and Oracle America, Inc. ("Oracle") for payment of Customer's acquisition of the System. Each Schedule will incorporate the terms of this PPA to form a single contract ("Contract") and provide transaction specific information, including the System Price and the System. The System is acquired from Oracle Corporation, one of its affiliates, an authorized distribution partner or any other party providing the System (each, a "Supplier"). Customer has acquired the System from the applicable Supplier pursuant to the Order, which is subject to an agreement (together, the "Order") governing the terms and conditions of Customer's right in the System. The Order will be specified in the Schedule. Customer agrees that the System consists of all products and services specified in the Order for which fees are included in the System Price, together with software upgrades, and updates received from support related to the System ("System"). Customer retains its right against Supplier under the Order to make any claims and therefore agrees to make such claims solely against the Supplier. Except as provided under this Contract, such rights and Customer's remedies against Supplier under the Order, including Supplier's warranty provisions, shall not be affected.

1. PAYMENT SCHEDULE: Customer agrees to pay the Payment Amounts in accordance with the Contract. If full payment of each Payment Amount and other amounts payable is not received within 10 days of the applicable Due Date, Customer agrees to pay interest from the Due Date on the overdue amount at the rate equal to the lesser of 1.5% per month, or the maximum amount allowed by law. Taxes will mean any applicable sales, use, property, value added tax or any other tax or charge allocable to the System, Order or the Contract ("Taxes"). Unless stated otherwise, Payment Amounts exclude Taxes. Any amounts payable under the Order, which are not paid through this Contract, are payable by Customer pursuant to the Order. Customer's obligation to remit Payment Amounts and applicable Taxes paid through this Contract to Oracle in accordance with this Contract is absolute, unconditional, non-cancellable, and independent, and shall not be subject to any set-off, recoupment, claim or defense for any reason, including, but not limited to, any termination of or dispute arising under the Order or any related agreements, or performance of the System, or any claim(s) against Supplier.

2. DEFAULT: Any of the following will constitute a Default under the Contract: (a) Customer fails to pay when due any sums due under any Contract; (b) Customer fails to perform any material obligation or breaches any representation in any Contract; (c) Customer no longer has the right to use any part of the System as a result of a material breach of an agreement with Supplier or termination of Customer's right to use any part of the System; and (d) Customer ceases business, or becomes insolvent or is subject to bankruptcy, reorganization or insolvency proceedings.

3. REMEDIES: In the event of a Default that is not cured within 30 days of its occurrence, Oracle or its Assignee may: (i) require an amount equal to the sum of all amounts then due and owing, and the unpaid remaining Payment Amounts specified in the Contract (discounted at the lesser of the rate in the Contract or the Index Rate specified in the Schedule per annum simple interest) to become immediately due and payable; (ii) terminate all of Customer's rights to use the System and related support and (iii) pursue any other rights or remedies legally available. Upon termination of the right to use the System, Customer shall cease use and return the System as directed by Oracle and promptly deliver to Oracle a certificate of non-use

signed by an authorized signatory. Customer agrees that if Customer does not pay under the Contract, then pursuant to the Order, Supplier is not obliged to continue providing services that are a part of the System. If Oracle or its Assignee takes any action related to claims under the Contract, Customer shall pay, in addition to the amounts due above, all costs and expenses of such action including reasonable attorneys' fees. Failure or delay by Oracle or its Assignee to exercise any right or remedy will not operate as a waiver thereof, or of any breach, and all remedies are cumulative and not exclusive. Customer acknowledges that no party shall license, lease, transfer or use any software or other licensed products included in the System in mitigation of damages resulting from Customer's Default, except as allowed under the Order, subject to applicable law.

4. ASSIGNMENT: Customer consents to the sale or assignment of all or a portion of Oracle's rights in the Contract or in the System, including the right to exercise remedies, to third parties ("Assignee"). Assignee will not assume any of Supplier's obligations under the Order. Customer shall pay all amounts due under the Contract, and agrees that it shall not assert against Assignee any claim, defense, or setoff that Customer may have against Supplier or Oracle. Customer waives all rights to make any claims against Assignee for any loss, damage of the System or breach of any warranty, express or implied with respect to the System, including the System and service performance, functionality, features, and warranties of merchantability and fitness for a particular purpose, if any, or any indirect, incidental or consequential damages or loss of business.

5. MISCELLANEOUS: Customer represents and warrants that this Contract has been duly authorized and constitutes a legal, valid and binding agreement of the Customer. Customer agrees that it will not assert that any terms in the Order or related agreement (including subsequent amendments) affect its payment obligation or Oracle's rights under the Contract and in the System. Any transfer of obligations under this Contract shall require Oracle's and Assignee's prior written consent. A transfer shall include a change in majority ownership of Customer. Until all sums due under the Contract have been paid, the System remains subject to the Contract. Customer agrees, with respect to the Contract, to promptly execute and deliver any ancillary documents (including acceptance certificates, confirmation of delivery, proof of authorization, notices of assignment, and any agreement related to the System) and take further actions, such as registrations and filings, as Oracle or Assignee may reasonably request. Customer agrees to provide Oracle or Assignee copies of its financial statements or other financial information as Oracle or Assignee may reasonably request. The Contract constitutes the entire agreement between Customer and Oracle regarding the subject matter herein, and is separate from, and will supersede any inconsistent terms set forth in the Order, any supply agreement, Customer purchase orders and all prior oral and written understandings. Capitalized terms not defined herein will have the meaning set forth in the Schedule. If any provision of the Contract is invalid, such invalidity will not affect the enforceability of the remaining terms of the Contract. Customer shall provide all notices, including bankruptcy or administrative notices, to Operations as specified in the Schedule. All parties may treat executed faxes, scanned images, or photocopies as original documents. The Contract may be executed in counterparts, which, when taken together, will constitute a completely executed copy of the Contract. This Contract will be governed by the laws of California.



Payment Schedule

(Software) No. 189740

Customer: Florida Sports Foundation, Incorporated

Address: 101 N Monroe St,
Suite 1000
Tallahassee, FL 32301-1546
US

Contact: _____

Phone: _____

Email Notice: _____

Order: _____

PPA No.: _____ Dated: _____

Executed by Customer (Authorized signature):

Signature: *Angela Suggs*

Name: Angela Suggs

Title: CEO

Executed by Oracle:

Signature: _____

Name: _____

Title: _____

Contract Effective Date: _____

<u>System Price:</u>		<u>Payment Schedule:</u>	
NetSuite Subscription Services:	\$109,549.36	Payment Amount:	Due Date:
Total:	\$109,549.36	30 @ \$3,651.65	Monthly from 01-Feb-24 through 01-Jul-26
		30 payments due as set forth above.	

Taxes: An amount equal to Taxes shall be payable through the Contract with each Payment Amount. The Supplier shall issue invoice(s) as per the Order and Taxes shall be charged at the applicable tax rate on invoice date.

Transaction Specific Terms (any terms specified in this section will supersede inconsistent terms elsewhere in the Contract):
 If ACS Services are included in the System, then fees for the initial period of ACS Services will be remitted to the Supplier before the start of the initial ACS Services period. ACS Services fees that are due after the initial ACS Services period, if any, shall be considered "cloud services" for purposes of this Contract.

On or before signing and delivering this Contract, Customer will provide Customer's Taxpayer Identification Number by: (i) inserting it here # 45-3119939, or (ii) by attaching a copy of Customer's W9. If not provided, this Contract is not effective, and Customer will pay Supplier all fees due under the Order.

This schedule ("Schedule") is entered into by Customer and Oracle America, Inc ("Oracle") for the acquisition of Customer's rights in the System from the applicable Supplier. The System Price is the amount set forth above for the products and services that are paid for through this Contract. This Schedule incorporates by reference the terms and conditions of the above-referenced PPA to create a separate Contract and any reference to Oracle Credit Corporation or OCC shall mean Oracle America, Inc. Any reference to "Order" or "Agreement" in this Contract shall mean the above-referenced Order, together with any other agreement governing Customer's right in the System. Each component of the System specified herein is further described in the Order. Cloud services are subscription rights, which may include SaaS, PaaS or IaaS, that are paid through this Contract. The System includes any cloud services that replace the cloud services included in the System, and the Order includes orders for such replacement cloud services.

A. SYSTEM: For the purposes of this Contract, the software, services, and cloud services are accepted. Upon delivery of the System, if the total amount invoiced by Supplier is less than the fees specified in the Order, then Oracle will decrease the System Price and Payment Amounts accordingly. If any portion of the System has not been delivered (or, for cloud services, the services period has not commenced) 45 days after the Contract Effective Date, then Oracle may, with written notice, remove the fees for that portion from the System Price and reduce the Payment Amounts by the amount attributable to that portion of the System. Oracle and Customer may agree to mutually acceptable terms and enter into a new, separate Contract for any portion of the System that was removed from this Contract; otherwise, Customer will pay the Supplier for the removed portion as per the Order. Until all sums due under this Contract are paid, Customer agrees that Customer's access to all cloud services provided under the Order, including any renewals or extensions (and their replacements), are subject to Customer's full performance of the terms of this Contract. Before any part of the System is converted, replaced or traded in by Customer or any other party, Customer shall contact Operations to make arrangements to fulfill all its financial obligations under the Contract.

If the System Price includes fees for renewal periods of services after the first period of services (as such period is defined in the Order), such services will be "Renewal Services" and will be ordered through this Contract. At the start of each Renewal Services period, Renewal Services for that period will become a part of the System and are accepted for purposes of Customer's payment obligations under the Contract. Renewal Services fees (and applicable Taxes) will be paid to Supplier (pursuant to the Supplier invoice) through this Contract, from the Payment Amounts (and applicable Taxes) received in the applicable Renewal Service period. Future increases in fees for Renewal Services (if any) are not included in the System Price or Payment Amounts, and shall be due separately to the applicable Supplier from Customer. Each Payment Amount (net of fees for Renewal Services, if any) is comprised of a proportional amount of each component of the System Price (net of total fees for Renewal Services, if any). The term Order also includes orders (in whatever form) for Renewal Services included in the System.

If Supplier reduces the Order fees due to Customer's termination of cloud services, Customer will promptly notify Operations, and any fees for the terminated services that are not yet due under the Order as of the effective date of termination shall be the "Reduction Amount." The Reduction Amount will be removed from the System Price and applied to reduce the last Payment Amount, and if it exceeds the last Payment Amount, any excess amounts will be applied to each preceding Payment Amount until the Reduction Amount has been fully utilized. Customer may claim a refund from Supplier for fees for terminated services already due under the Order, if any. The refund will not include fees not yet due under the Order. If the System does not include software or hardware, then on the effective date of termination, all remaining Payment Amounts (as adjusted for the Reduction Amount) will become due.

B. ADMINISTRATIVE: Customer agrees that Oracle may insert the appropriate administrative information to complete the Contract, and Oracle will provide a copy of the Contract upon request. For this Contract, the discount rate in the Remedies Section of the PPA shall be the lesser of the rate in the Contract or 2% (the "Index Rate"). Oracle will countersign this Schedule upon Customer's delivery of a fully executed Order, PPA, and any other documentation required by Oracle (in form and substance acceptable to Oracle), and upon such countersignature, the Contract will be effective as of the Contract Effective Date. All notices or contact for Operations shall be sent to ofd-notice_ww@oracle.com.


Company Name: Florida Sports Foundation, Incorporated

In our effort to provide excellent service to our valued customers, we request certain information to ensure correct billing and timely communication.

Please ensure you complete the below information and return it back to us.

CONTACT PERSON:

If you prefer that we work with someone directly to obtain the information requested on this form, please provide their information

Attn. to Name: **Edward Price**

Title: **Director of Finance**

Email: **eprice@playinflorida.com**

Phone: **850-577-7208**

TAX CONTACT

(If required to confirm tax treatment)

Name: **Edward Price**

Email: **eprice@playinflorida.com**

Phone: **850-577-7208**

TAX ID # (REQUIRED): 45-3113933

INVOICES should be sent to:

Attn. to Name: **Edward Price**

Title: **Director of Finance**

Email: **eprice@playinflorida.com**

Company: **Florida Sports Foundation**

Address: **101 N Monroe St, Ste 1000
Tallahassee, FL 32301**

Phone: **850-577-7208**

Fax: **850-577-7204**

INVOICING INSTRUCTIONS:

Will a Purchase Order be issued?

Yes

No

If yes, please ensure it is issued to the Oracle entity shown on the OFD Contract and a copy forwarded to OFD-cloud_us@oracle.com

P.O. #: **N/A**

ADDITIONAL INVOICING INFORMATION

(IF APPLICABLE)

N/A

TAX STATUS

(Select checkbox that applies, or if unsure leave and provide a Tax Contact)

Taxable - Add taxes to payment amounts due under this contract if taxes are included on the Supplier invoice.

Taxable - Customer will pay applicable taxes separately and directly to Supplier. Do not add taxes to payment amounts due under the contract.

Taxable - Direct Pay. Customer has a Direct Pay Permit.

Tax Exempt - Customer has a Tax Exemption Certificate.