

ADDENDUM TO VENDOR AGREEMENT

Between **N & J Technologies d/b/a IT for Education** and the **ARCHDIOCESE OF MIAMI, INC.** for services to be provided to *St James Catholic School*, an entity belonging to St James Catholic Church and the Archdiocese of Miami.

IT for Education shall indemnify, defend, and hold harmless St. James Catholic Elementary School and its affiliates, officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss received or sustained arising out of (1) negligent acts or omissions of IT for Education, its employees, subcontractors or agents, or (2) any other claims of any nature whatsoever arising out of IT for Education's performance of the Services to be provided pursuant to this Agreement, or its failure to perform or comply with any requirements of this Agreement.

IT for Education, at its cost, shall provide liability insurance coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Two Million and No Cents (\$2,000,000.00) Dollars in the aggregate to include general commercial liability insurance and cyber and technology products & service liability insurance, and workers' compensation coverage with minimum limits required by Florida law. All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an "A." St. James Catholic Elementary School must be a certificate holder on any policy of insurance purchased in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. IT for Education shall obtain the insurer's agreement to give not less than thirty (30) days advance notice to Licensor before cancellation, expiration or alteration of any policy of insurance. IT for Education agrees to maintain such policies of insurance during the term of the Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. Licensor (including the Archbishop of the Archdiocese of Miami) shall be named as an additional insured and said policy will be primary over any other insurance or self-insurance available for any liability arising out of claims in connection with the Agreement. IT for Education's insurance shall include a waiver of subrogation in favor of St. James Catholic Elementary School.

All data, material, books, records and information in any format or medium (including provided orally) submitted or made available to IT for Education by St. James Catholic Elementary School shall be utilized by IT for Education solely in connection with the performance of the services under this Agreement only and shall not be made available by IT for Education to any other person unless required by law.

IT for Education -- please initial each item and sign below:

For IT for Education	_____	_____
	<i>Signature</i>	<i>Date</i>
For ADOM, Inc	_____	_____
	<i>Signature</i>	<i>Date</i>
For St James School	_____	_____
	<i>Signature</i>	<i>Date</i>