

ADDENDUM TO TOPRIGHT TELECOM TRADE-IN AGREEMENT

This Addendum (herein “Addendum”) amends the Trade-In Agreement dated July 16, 2026, and all attachments, exhibits, physical or virtual documents or writings referenced therein, and any click-through, clickwrap, shrink-wrap, or other virtual agreement (collectively, the “Agreement”) between TopRight Telecom (herein “Contractor”) and Murfreesboro City Schools (herein “District”) (collectively, the “Parties”). The Agreement provides for the District’s trade-in of certain surplus Dell devices in exchange for new Lenovo Chromebook devices, together with related sorting, grading, packaging, transportation, testing, data-destruction, reporting, and warranty obligations. In consideration of using Contractor’s form agreement, the mutual promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.

2. **Statutory Authority.** The Parties acknowledge and agree that this transaction is authorized under T.C.A. § 49-6-2007(f)(2), which permits a local education agency to dispose of computers by selling or trading them to a computer vendor as part of a proposal to purchase new computers, without compliance with the public advertising or competitive bidding requirements otherwise applicable to surplus property. For purposes of this Addendum, the term “Surplus Devices” means the computers and related equipment listed in the attached Trade-In Agreement and any exhibits thereto that have been removed from District inventory and are being transferred to Contractor solely as consideration toward District’s purchase of new computer equipment under the Agreement.

3. **Shipping, Delivery, and Transportation.** All packaging, shipping, freight, insurance, and transportation costs associated with the delivery of new equipment to the District and the return shipment of the surplus trade-in devices to Contractor shall be fully borne by Contractor and are included in the pricing and consideration reflected in the parties’ transaction. No additional shipping, handling, or freight charges of any kind shall be assessed to District.

3.1. Contractor may utilize a common carrier or courier service of its choosing, including but not limited to UPS, FedEx, or a freight carrier; however, all shipments of new equipment shall be made prepaid and insured by Contractor and shall be delivered FOB Destination (District Facility). Title to and risk of loss for the new equipment shall remain with Contractor until the equipment is delivered to District and accepted in accordance with the delivery acceptance provisions of this Addendum.

3.2. Return shipment of the surplus devices to Contractor shall likewise be prepaid and insured by Contractor and shall be deemed FOB Contractor Facility. Risk of loss for the surplus devices shall transfer to Contractor at the moment the carrier receives the devices for transport following the exchange.

3.3. Contractor shall provide all packaging materials, labels, and protective shipping supplies necessary to safely transport the surplus devices and shall provide District with shipment tracking information and reasonable chain-of-custody documentation upon request.

4. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

5. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

6. **No Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

7. **Data Sanitization.** Contractor shall, at its sole cost and expense, sanitize all data storage media contained in the surplus devices in accordance with NIST Special Publication 800-88 (or an equivalent industry standard). Data sanitization shall occur promptly following Contractor's receipt of the surplus devices. Within ninety (90) days of Contractor's receipt of the surplus devices at Contractor's designated facility, Contractor shall provide District with a written Certificate of Data Destruction or Sanitization identifying the devices processed and certifying that all data has been permanently and irreversibly removed.

8. **FERPA Compliance.** Contractor acknowledges that the surplus devices received under this Agreement may contain education records or personally identifiable information from education records, as those terms are defined under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. For purposes of performing data sanitization services under this Agreement, Contractor is hereby designated as a "school official" with a legitimate educational interest within the meaning of FERPA, solely to the extent necessary to access and sanitize the devices. Contractor shall not access, use, disclose, or retain any student data or education records for any purpose other than to perform the data destruction obligations described herein. Contractor shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of any education records or student information prior to data sanitization and shall immediately report any unauthorized access, use, or disclosure to District. Contractor's designation as a school official under this Section shall apply only until data sanitization is complete. Upon completion of data destruction, Contractor shall no longer be deemed a school official under FERPA with respect to the devices.

9. **Environmental, Data, and Legal Compliance.** Contractor represents and warrants that all handling, processing, resale, recycling, and disposal of the surplus devices shall be performed

in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all environmental protection statutes, electronic waste and hazardous materials regulations, data protection and information security laws, and any export, resale, or transfer restrictions applicable to used electronic equipment.

10. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

11. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

12. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.

13. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

14. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the dates set forth below.

Contractor

Murfreesboro City Schools

Signature

Bobby N. Duke, III
Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney