

SitelogIQ, Inc.
 7900 West 78th Street, Suite 400
 Edina, MN 55439

Hastings Public Schools
 Independent School District No. 200
 1000 West 11th Street
 Hastings, MN 55033

June 17, 2026

SitelogIQ, Inc. ("SitelogIQ") and Hastings Public Schools, Independent School District No. 200 ("Owner") hereby enter this Agreement for Facility Planning ("Agreement"). SitelogIQ will perform the Facility Plan Services (defined below) with respect to the following Owner facilities (each a "Facility" and collectively, the "Facilities"):

Facility	Address	City	Sq. Ft.
Kennedy Elementary School	1175 Tyler Street	Hastings, Minnesota	61,350
Pinecrest Elementary School	975 West 12th Street	Hastings, Minnesota	71,152
Tilden Elementary School	310 River Street	Hastings, Minnesota	31,000
McAuliffe Elementary School	1601 West 12th Street	Hastings, Minnesota	81,914
Hastings Middle School	1000 West 11th Street	Hastings, Minnesota	120,407
Hastings High School	200 General Sieben Drive	Hastings, Minnesota	340,000
Owner Total			705,823

The Facility Plan Services are intended to furnish Owner with a facilities plan, data and a three-year (from and after the Effective Date) right to use SitelogIQ’s mySitelIQ® software analysis tools intended to assist Owner with long-term facility maintenance planning. The Facility Plan Services include, as detailed below, inspecting and documenting current operational and physical conditions and deficiencies evident in the above-referenced buildings and prepare a facilities plan. The information documented in the Facility Plan Services will be gathered primarily through field observation and supplemented by evaluation of existing information and discussion with Owner personnel. The survey will review the appearance, condition, and current uses of the Facilities.



The Facility Plan Services will be customized to the Owner’s Facilities and may explore conditions and deficiencies in the categories below:

C	Controls and Energy Management	This section documents the existing controls and energy management systems, components, and their known deficiencies.
E	Electrical Systems	This section documents the existing electrical systems and components, and their known deficiencies.
EXT	Exterior Envelope Including Roofing	This section documents the existing exterior building envelope and roofing, including information supplied by the Owner.
INT	Interior Spaces and Finishes	This section documents the existing physical condition of the interior spaces and finishes within the facility.
LS	Life Safety Systems	This section explains existing life safety and code deficiencies as noted and as discovered during field observation.
M	Mechanical Systems	This section documents the existing mechanical systems and components, and their known deficiencies.
P	Plumbing Systems	This section documents the existing plumbing systems and components, and their known deficiencies.
U	Utility Service Improvements	This section documents opportunities for operational cost reduction associated with enhancements to the facilities’ utility services.
V	Ventilation / Dehumidification Systems	This section documents the existing ventilation systems and components, and their known deficiencies.

SitelogIQ will complete the following objectives as the “*Facility Plan Services*”:

Facility Needs Assessment

- 1) Provide any Authority Having Jurisdiction (AHJ) required testing and measuring of indoor air quality condition and assist the Owner in developing an indoor air quality plan, if required by law.
- 2) Perform a non-destructive visual inspection of each facility to identify system-level deficiencies and life-cycle conditions.
- 3) Review, document, and photograph physical condition deficiencies.
- 4) Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model, and serial number.
- 5) Assist the Owner with importing in data gathered into the Owner’s facility maintenance software.
- 6) Prepare a summary of the Facility and building systems shall be documented in addition to quantitative information in mySiteIQ®.
- 7) Categorization of immediate, short-term, and long-term capital repair and replacement requirements with project timelines to include:
 - a) Identification of major repairs which require immediate undertaking identified in the ten-year plan).
 - b) Estimate of likely cost of necessary immediate repairs.
 - c) Identification of major repairs which will likely be necessary in the foreseeable future.
 - d) Estimate of likely costs of long-term repairs.
 - e) Assessment of current mechanical systems and components thereof.

- f) Assessment of the functioning condition of each system and the components thereof.
- g) Estimation of the likely cost of repairing each system and components thereof.
- 8) Provide individual cost tables and digital photographs to document the deficient conditions at each property.
- 9) A complete equipment inventory for each system assessed to be imported into mySiteIQ®
- 10) Assist the Owner in developing all documentation required by an AHJ.
- 11) Provide financial analyses that include funding and financing options for various project scopes demonstrating how the cost for identified facility improvement measures will be paid for.
- 12) Work with the Owner to prioritize needs.
- 13) Conduct scope and financial workshops as necessary to refine the Facility Plan Services.

Actionable Plan

- 14) Facilitate a process to gain consensus among the Owner decision makers on a preferred master plan strategy or group of strategies.
- 15) Take into consideration the Owner’s anticipated future needs for space and the organizational use of such space, including development or use of space not currently owned, operated or used by the Owner, if such additional space is deemed necessary to the cost effective and efficient operation of the Owner.
- 16) Develop a written facilities plan that addresses the following, among other considerations: short-term, mid-term, and long-term sequence of events establishing the necessary stages of design, construction, redevelopment, and remodeling activity, as the case may suggest, for the preferred strategy taking into consideration the need to maintain services and operations throughout implementation.
- 17) Enter the results of planning into a cloud-based database.

Term of Agreement; Payment; Termination

This Agreement shall commence as of the date it is fully executed by both parties and it shall remain in effect until the completion of the services described in this Agreement, including the preparation and delivery of a Facility Plan, unless terminated as provided in this Agreement. The anticipated completion date for all services is October 31, 2026 (the “Completion Date”), unless extended in writing by mutual written agreement of the parties. If SitelogIQ does not substantially complete the Facility Plan Services in accordance with this Agreement by the Completion Date, then the Owner will have the option, at its sole election, to terminate this Agreement upon delivery of notice to SitelogIQ within ten (10) days after the Completion Date (the “Termination Notice”). The Termination Notice shall include the Owner’s reasons for terminating the Agreement. If the Owner terminates in accordance with this Section, then the Owner shall not owe any fee to SitelogIQ and the Owner shall have no right to use any Deliverables (defined below), nor any right or license to use mySiteIQ®.

If SitelogIQ delivers the Facility Plan Services on or before the Completion Date, then the matter of payment will be addressed as follows: (i) if the Owner does not enter into a written agreement with SitelogIQ to perform a Facilities project specified in the Facility Plan Services within thirty-six (36) months following the Completion Date, then Owner will pay SitelogIQ the sum of \$30,000 (the “Service Fee”) for the Facility Plan Services; or (ii) if the Owner enters into a written Agreement with SitelogIQ to perform any Facilities project specified in the Facility Plan Services within thirty-six (36) months following the Completion Date, then SitelogIQ will waive the Service Fee.

The Owner may terminate this Agreement at any time and for any reason by providing written notice to the SitelogIQ. The effective date of termination is the date the notice is delivered to SitelogIQ (the “Effective Date”). If the Owner exercises its option to terminate for convenience, then: (i) SitelogIQ shall immediately cease work; (ii) SitelogIQ shall,

within ten (10) days after the Effective Date, deliver to the Owner tangible or electronic copies all final work products, documents, data, reports, analyses, and materials prepared or obtained in connection with the Facility Plan Services, including the most recent drafts of any document not provided to Owner in final form and a license to use mySiteIQ® for sixty (60) days after the Effective Date (the “*Deliverables*”), and (iii) the Owner shall pay SitelogIQ for all Facility Plan Services performed in accordance with this Agreement prior to the Effective Date, provided that such services are not the subject of a good faith dispute. SitelogIQ shall not be entitled to compensation for anticipated profit or unperformed work.

Ownership of Work Product

All data applicable to this Agreement, including data regarded as trade secret by SitelogIQ, shall be governed by the Minnesota Government Data Practices Act (“*MGDPA*”), Minnesota Statutes, Chapter 13. If this Agreement is terminated for convenience, and upon payment to SitelogIQ of the sum specified in this Agreement, and provided that said payment is not the subject of a good faith dispute, then the Owner, and its employees, designated agents and consultants shall have a non-exclusive license to use the Deliverables for any purpose related to its Facilities.

Indemnification

SitelogIQ shall defend, indemnify, and hold the Owner harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, resulting from death or bodily injury, or damage to property of the Owner or third parties, to the extent caused by the negligence or willful misconduct of SitelogIQ, its employees, contractors and authorized agents, arising from or related to SitelogIQ’s performance of this Agreement.

Insurance

Prior to the commencement of services hereunder, SitelogIQ shall procure and maintain the following insurance:

- *Worker’s Compensation Insurance.* SitelogIQ shall procure and maintain in effect, during the term of this Agreement, Worker’s Compensation insurance at statutory limits which adequately protects all labor employed by SitelogIQ during the term of this Agreement.
- *Comprehensive General liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Comprehensive General Liability insurance, in an amount not less than \$1,000,000 each occurrence and \$1,000,000, aggregate for Bodily Injury Liability and \$500,000 for Property Damage Liability. Underwriters will waive all rights of recovery against SitelogIQ or the Owner.
- *Automobile Liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by SitelogIQ with policy limits of not less than \$1,000,000 combined single limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. Coverage shall by endorsement be primary and non-contributory to any insurance written or available to the Owner.
- *Professional Liability Insurance.* SitelogIQ shall procure and maintain in effect during the term of this Agreement, Professional Liability insurance covering negligent acts, errors and omissions of SitelogIQ, with policy limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- *Certificate of Insurance.* Prior to commencement of services under this Agreement, SitelogIQ will provide certificates of insurance to the Owner that evidence compliance with the requirements in this Agreement. Such certificates shall also confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days’ prior written notification of its intent to cancel.

At any time, the Owner may request SitelogIQ or its consultants, at the Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those currently required. If so requested by the Owner, and if commercially available, SitelogIQ shall obtain and shall require its consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Owner.

Notice and Changes of Address

All notices to be given by either party to the other shall be in writing and must be either personally delivered, sent by express mail, emailed, or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to SitelogIQ:

SitelogIQ, Inc.
7900 West 78th Street, Suite 400
Edina, MN 55439
Attention: Mr. John Bendt
john.bendt@sitelogiq.com
cc: legal@sitelogiq.com

If to the Owner:

Independent School District No. 200 (Hastings Public Schools)
1000 West 11th Street
Hastings, MN 55033
Attention: Kristine Wehrkamp Herman
kwehrkamp@isd200.org

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid or upon actual receipt if otherwise delivered.

Applicable Law; Severability; Venue; Interpretation

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Minnesota. If a court of competent jurisdiction adjudicates any provision of this Agreement to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect. Claims arising under this Agreement shall be brought in a court of competent jurisdiction in Dakota County, Minnesota, or the United States District Court for the District of Minnesota.

Authority

SitelogIQ and the Owner represents and warrants to the other that (1) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (2) all corporate, board, body politic, or other approvals necessary for the execution, delivery, and performance of this Agreement have been obtained, and (3) this Agreement constitutes a legal, valid, and binding obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed the Agreement, effective as of the date first above written.

<p>SitelogIQ, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Independent School District No. 200</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Board Chair</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: Board Clerk</p>
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