



# OEM Subscription Agreement

2022-2022

This Subscription Agreement ("**Agreement**") is entered into and effective as of the date executed upon signature of both parties between **Launchpad Careers, Inc.**, a Nevada corporation, having its principal place of business at 4199 Campus Drive, Ste. 550 Irvine CA 92612 ("**Launchpad**") and, CareerSource Central Florida, having its principal place of 390 North Orange Avenue, Suite 700, Orlando, Florida 32801 ("**Customer**").

**Launchpad** and **Customer** wish to enter into an arrangement that will allow customers to utilize the Solution in accordance with the Terms and Conditions of this Agreement below:

## Definitions

The following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Subscription Agreement:

1. "**Salesforce.com, Inc.**" (**SFDC**) is a Software as a Service (SaaS) Customer Relationship Management (CRM) tool designed to leverage customer data, transactions and engagement for business opportunities, mainly, in sales, marketing and, to some extent, product development.
2. "**Software as a Service**" (**SaaS**) is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted in the Cloud.
3. "**Cloud Computing**" (**Cloud**) enables ubiquitous access to shared pools of configurable system resources and higher-level services that can be rapidly provisioned with minimal management effort, often over the Internet.
4. "**Salesforce Application**" (**Application**) is a set of licensed functionality, often provided by a party other than SFDC, that expands the functionality SFDCs core CRM.
5. "**Launchpad**" is an Application (OEM Managed Package) to SFDC's CMS that extends SFDC's base functionality using custom objects, programming and specific configuration, aka IP, designed to meet the needs of the Workforce Development Industry.
6. "**Intellectual Property**" (**Launchpad IP Rights**) is all custom objects, programming and configuration included in the Launchpad OEM Managed Package, and is the subject of this agreement. See **Reservation of Rights** for more detail.
7. "**OEM Managed Package**" is the distributed Launchpad IP that has met the rigor and earned the approval of SFDC for distribution as a Managed Package.
8. "**Managed Package**" is a collection of application components that are posted as a unit on AppExchange, and are associated with a namespace (Launchpad Cloud) and a Licensed Management Organization (Launchpad Co.), and differ from unmanaged packages by having some locked components, allowing the managed package to be upgraded later.
9. "**Combined Solution**" (**Solution**) means the SFDC license in combination with the



Launchpad Managed Package.

10. **“Organization” or “Org” (Instance)** means a unique instance of the Solution that contains Customer Data held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access) in the Cloud accessible at login.salesforce.com.
11. **“Customer Data” (Data)** means all information entered or uploaded, or otherwise added to the Instance by the Customer or other means, which is accessible to the Customer via the Solution for the duration of the agreement or otherwise available via Data Export files at agreement termination.
12. **“Data Export”** is to convert data in the Solution for external use into a CSV file format, or formats available through SFDC, for use without the Solution.
13. **“Customer”** means an entity that purchases one or more annual License(s) and is bound by this agreement.
14. **“License”** means active use to the Solution, for a defined number of Users, for the duration of this Subscription Agreement.
15. **“Subscription Agreement” (Agreement)** sets the effectiveness date and end date of the License, which represents the duration of the Agreement.
16. **“Agreement Renewal” (Renewal)** is the option to renew the original agreement or extend the original terms for an additional, specified time as a covenant to the original agreement.
17. **“Agreement Renewal Date” (Renewal Date)** is the date on or before the end date of the Agreement by which a Renewal must be executed to extend the Agreement and to prevent Termination.
18. **“Agreement Termination” (Termination)** is the conclusion of the Agreement which occurs on the Termination Date or when termination conditions are met by any method or reason outlined within.
19. **“Agreement Termination Date” (Termination Date)** date of the Termination.
20. **“Data Separation”** is an act of providing the collected Data captured in the Solution, during the agreement period, as a Data Export, the Big Schema and the implementation Guide to the Customer.
21. **“Big Schema”** is an SFDC object pictorial of the data structures used to define the relationships between the data elements within the Solution.
22. **“Implementation Guide”** is a text document that provides implementation details of the Solution that includes data structures, non-IP coding and processes, and workflows.
23. **“Platform License”** is the SFDC license type “Platform” which provides the User access to Launchpad and is made available in this agreement.
24. **“Development License”** is the SFDC license type “Salesforce” provisioned for use by Launchpad and it’s designated implementation partner. Launchpad and partner will retain one license after implementation.
25. **“Admin User”(Admin)** is a set of privileges that can be assigned to a Platform License user of the Solution that grants rights to manipulate the configuration of the Solution, and to provide direct support to other License users of the Solution within the Instance.
26. **“User”** means a Customer employee, consultant, contractor, partner, representative, agent or other individual (including an authorized Reseller employee or agent) for whom a License may be provisioned and for whom credentials have



been Activated for use.

27. **"Activated"** is the process of confirming a username and password (Account) on the SFDC Instance and provisioning a Platform License.
28. **"Deactivate"** is the removal of the provisioned License from the Account - making the Licence available for provisioning.
29. **"AppExchange"** means the online directory of applications that interoperate with the SFDC, located at <http://www.salesforce.com/appexchange> or at any successor websites.

## Terms & Conditions

### **Provision of Service**

Launchpad shall make the Solution available to Customer pursuant to the terms and conditions set forth in this Agreement. In addition to the terms of this Agreement, Customer's use of the Solution shall also be subject to the terms of SFDC, master subscription and end-user agreements, which are available at [www.salesforce.com/company/legal/](http://www.salesforce.com/company/legal/).

### **Term**

The "Effective Date" of this Agreement is the date it is accepted by an authorized representative of Customer and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months (the "Initial Term"). This agreement will terminate on the Agreement Termination Date. Continuation of access to the Solution will require a new Subscription agreement (Renewal Agreement) annually. The Renewal Agreement will be available for review (60) days prior to the scheduled expiration date of the current agreement, and must be executed prior to the expiration of the current agreement, otherwise Discontinuation of Service will be in effect at the Agreement Termination Date.

### **Government Funding Exceptions**

Launchpad recognizes that the renewal of this agreement may be dependent upon Federal, state or local funding that is not guaranteed from one program year to the next. In the event that the Customer cannot establish a program year budget, which includes this subscription, due to delays in these resources, the Customer has the following options:

1. Termination of the agreement at subscription at Agreement Termination Date with no penalty;
2. Or continuation of the agreement, with written notice of reduction of Licenses, if any, invoiced on Agreement Renewal Date, due net 30;
3. Or a Prudent Risk Letter signed and dated on or before the Agreement Termination Date.\*\*



*\*\*The Prudent Risk Letter must articulate any mutually agreed upon extension in payment terms, which may not exceed 90 days, any adjustments in License counts and any per License Rate change. This letter will serve as a notice of intent to renew the subscription. The Prudent Risk Letter to be signed by authorized signer*

**Please see Fees, Payments and Renewal Cancellation Dates for details.**

### **User**

Each User of the system must be provisioned a separate Platform License for their Account. Sharing of a License or an Account is strictly prohibited by Launchpad and is a direct violation of this agreement. The name and title of each provisioned User must be captured in the User's Account details in the Solution.

Accounts with Activated Licenses, and Licenses assigned to a User, may be Deactivated during the agreement period. Accounts that are Deactivated will not have access to the Solution. Deactivated Licenses may be reprovisioned to other Users during the agreement period.

Customers may increase the number of Licenses from the units defined in this agreement by submitting a written request directly to Launchpad. Any such License increase shall be coterminous with the term of the executed Agreement; and pricing for the additional Licenses shall be the same as the above rate, prorated for the remainder of the Agreement term. Licenses added at Renewal will be at the full rate.

### **Admin User**

An Admin is an Active Platform License User of the Solution that has a privilege set (Permissions) that grants rights to manipulate the configuration of the Solution, and to provide direct support to other Users of the Solution within their Instance.

### **OEM Platform License Access and Restrictions**

SFDC Platform Licenses are designed for users who only need access to custom apps, known as the Solution, and NOT the standard CRM functionality. Salesforce Platform users DO have access to the "core" Salesforce Standard Objects and functionality via the Solution:

- Accounts
- Contacts
- Reports
- Dashboards
- Customer Tabs

SFDC Platform License does restrict access to the following Standard Objects and functionality and are NOT a part of the Solution:

- Leads



- Opportunities
- Forecasts
- Cases
- Solutions

Customers may create additional custom objects, with Launchpad approval. Objects made available by the Solution, and those accessible to the Platform Licenses, are the only objects Licensed for use by the Customer in this Agreement.

### **Product Support.**

Launchpad utilizes our certified partners to provide the implementation of services. Launchpad will facilitate the project and customers will contract directly with Launchpad certified partners for the services rendered.

### **Post Support.**

If a customer has not set up a post technical support package, the customer may opt to add. Post support will require a minimum 10 hours prepaid to be set up. Inquiries should be directed to your Account Manager. Authorized Administrator users are those that have Admin privileges within your organization and may approve support cases accordingly.

Upon discussion and agreement of the post support, you may submit your requests via email to [support@launchpadco.com](mailto:support@launchpadco.com). Additional details listed on the Support Service Level Agreement. Support requests should be submitted by individuals authorized by the Customer and include a brief description of the issue and their contract information. Support requests may also be submitted via the Launchpad Support Center at <https://launchpadco.com/support-center/>.

## **Use of the Service**

### **Launchpad Responsibilities**

Launchpad and its Implementation Partners shall: (i) in addition to its confidentiality obligations, not use, edit or disclose to any party other than Customer the Customer Data; (ii) provide reasonable telephone and standard login support needs as related to licensing to Customers Users (either directly or through salesforce.com in accordance with its terms); and (iii) use commercially reasonable efforts to make the licencing Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Launchpad shall give at least 4 hours notice and which Launchpad shall schedule to the extent reasonably practicable during the weekend hours; or (b) downtime caused by circumstances beyond Launchpad's reasonable control, including acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems not involving Launchpad employees, computer or telecommunications failures or delays involving hardware or software not within Launchpad's possession or reasonable



control, and network intrusions or denial of service attacks.

### **Customer Responsibilities**

Customers are responsible for all activities that occur under User accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution, and notify Launchpad promptly of any such unauthorized use; and (ii) comply with all applicable local, state, federal, and foreign laws in using the Service.

### **Use Guidelines**

Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing malicious or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

### **Implementation**

Under the direction of an internal Launchpad dedicated resource, we will utilize implementation partners to provide back end development work, data migration and assist in solution design or support. Launchpad does not warrant any such third-party implementation or any of their services. (ie, add on applications)

### **Launchpad and Implementation Roles**

Below you will find your Launchpad Team participation:

- **Abraham Jankans, Account Executive** - Responsible for translating the client's goals and participating on customer kickoff calls. Communicates with customer executives to ensure overall success of the project and expectations are being met.
- **Jerri Anne Armendariz, Product Manager**- Responsible for reviewing and approving the Business Requirement Document confirming the solution design is approved prior to development. Oversees, internal product control and quality assurance.
- **Launchpad Partners:** Launchpad has trusted certified implementation partners that will be part of an implementation and/or assist with our support cases as needed. Responsible for implementing all system configuration & enhancements, conducting end-user training and facilitating administrator knowledge transfer.

**Customer Data.** Customer Data shall be considered confidential Information subject to the



terms of this Agreement. Launchpad may access Customer Data, solely to respond to service or technical problems or at Customer's request or as otherwise permitted under this Agreement.

**Fees & Payment . License Fees (Fees).** The fees for the initial year of the Agreement:

License Description	UNITS	RATE	PRICE
Launchpad Platform License (Salesforce OEM) - 60 Effective Dates: January 2022 through December 2022 CareerSource Central Florida Org ID: 00D1U000000x9WN	60	\$900	\$54,000
Licenses - 10 Launchpad Salesforce Platform discount	10	-\$900	-\$9,000
<i>Add on licenses beyond 60 licenses within the org will be at the rate of \$900.00 per user</i>		\$900	
Total License Renewal			\$45,000.00

The License fee is a per User access fee to the solution. Fees are based on the total number of Licenses, not the extent of actual usage. Fees are non-refundable, and the number of Licenses purchased cannot be decreased during the term of the Agreement. Because Fees are based on monthly units, Licenses purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

1. **Payment Terms.** Upon a fully executed signature of the Agreement, payment for licenses referenced above will be due according to the **Payment Terms**. If payment arrangements need to be made, Launchpad will work with you. Subsequent renewal periods will be invoiced annually in advance of the Renewal Date.

**Initial** GN

2. **Annual Renewal Date.** Existing Agreements shall automatically renew unless terminated by either party on or before the Final Cancellation Date to stop annual renewal. Your Annual Renewal Date:

i. **Your Annual Renewal Date: January 1st, 2022**

1. **Initial** GN

3. **Renewal Cancellation.** If the customer determines the Agreement will not be renewed or requests a reduction of licenses, Customer will send written notice to Launchpad **on or before November 15th annually, Final Cancellation Date**. If notification is not received by this time, this agreement will not be renewed, and the licenses will be scheduled to deactivate on your Annual Renewal Date.



Initial GN

**i. Reminder notice from Launchpad**

- 1. Date: on or before November, annually**

**ii. Final Cancellation Date:**

- 1. Date: on or before November 15th, 2022**
- 2. Initial: GN**

**iii. Renewal Invoice and Subscription Agreement sent:**

- 1. Date: on or before November 15th, 2022**
- 2. Initial: GN**

**iv. Invoice Due:**

- 1. Date: January 1st, 2022**
- 2. Initial: GN**

- 4. Overdue Payments.** Any payment not received from Customer by the due date or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 5. Suspension of Service.** Launchpad reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full or defaults are remedied.
- 6. Discontinuation of Service.** Should this Agreement terminate by any method or reason outlined within, Customer access to the Solution will cease at midnight on the Termination Date. Within ten (10) days, Launchpad will provide Customer with the Data Separate files as the final distribution of Data to Customer. The Customer has ten (10) days to review and confirm data receipt. Data will no longer be available for extraction thirty (30) days after Agreement termination.
- 7. Taxes.** Launchpad's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customers are responsible for paying all Taxes, excluding only taxes based on Launchpad's income. If Launchpad has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Launchpad with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 8. Billing and Contact Information.** Customers shall maintain complete and accurate billing and contact information on the Solution at all times.
- 9. Reservation of Rights.** Customer acknowledges that in providing the Solution, Launchpad utilizes (i) the WorkForce 2.0, Launchpad and salesforce.com names and logos, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other





technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Launchpad Technology**") and that the Launchpad Technology is covered by intellectual property rights owned or licensed by Launchpad (collectively, "**Launchpad IP Rights**"). The Launchpad Technology includes the application and customizations that Launchpad developed for Customer whether made at Customer's direction or otherwise, and as between Customer and Launchpad, Launchpad owns all rights to the Launchpad Technology except for the rights expressly granted in this Agreement. Except as expressly set forth in this Agreement, no license or other rights in or to the Launchpad Technology or Launchpad IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

10. **License Grant.** Launchpad grants Customers and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-licenseable right to access and use the Solution in accordance with the terms of this Agreement. This Agreement covers 365 days and upon Renewal Date will receive an update for execution.
11. **Scope of OEM Services.** Unless otherwise specified Solution may be accessed by no more than the specified number of Licenses. The Solution may only utilize the minimum number of OEM Service components (e.g., custom objects) required to deliver the Reseller Application (Solution) in the form and with the functionality approved by SFDC. ***SFDC reserves the right to review modifications to the Reseller Application. Any additional OEM Service components required as a result of such Reseller Application modifications shall be subject to SFDC approval. Customers may not increase the number of custom objects beyond that provided in the Reseller Application, nor may they develop applications for internal use or install additional applications in connection with the OEM Services included in the Combined Solution. In addition, certain OEM Services may be subject to additional terms as set forth in the Product Catalog.*** Initial   GON
12. **Restrictions.** Customer, with Launchpad written approval is allowed to (i) modify, copy or create derivative works based on the Solution or Launchpad Technology; (ii) create Internet "links" to or from the Solution, or "frame" or "mirror" any content forming part of the Solution, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Launchpad Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Solution other than to incorporate additional grants, programs or program functions into the existing Launchpad implementation. Upon completion of the designed and developed customer application, customer may create customer objects or leverage our objects for additional functionality, subject to the following items:



- Launchpad will need to review and approve the customer written statement providing the intended use of any related objects to be considered for development in conjunction with the Launchpad application. This is to safeguard and warrant the Launchpad environment and functionality.
- Customers may need to purchase a Salesforce license to specifically configure and/or develop within the approved related objects.
- In the event the customer discontinues the Launchpad application;
  - Launchpad will not be held liable for any impact or technical issues caused by removing or uninstalling the Launchpad Managed Package
  - Customers will need to demonstrate removal of the Launchpad Managed Package and send supporting documentation. (ie,object list)

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## 2. **Confidentiality.**

1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, business and marketing plans, technology and technical information, Customer Data and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
3. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.
4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 2, the



Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

3. **Warranties & Disclaimers.**

1. **Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Launchpad represents and warrants that (i) it owns or otherwise has sufficient rights to the Service and the Launchpad Technology to grant the rights and licenses granted herein; and (ii) the Service and Launchpad Technology do not infringe any intellectual property rights of any third party.
2. **Disclaimer.** Except as expressly provided herein, Launchpad makes no warranty of any kind, whether express, implied, statutory, or otherwise. Launchpad hereby specifically disclaim all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

4. **Mutual Indemnification.**

1. **Indemnification by Launchpad.** Subject to this Agreement, Launchpad shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that Customer (a) promptly gives written notice of the Claim to Launchpad; (b) gives Launchpad sole control of the defense and settlement of the Claim (provided that Launchpad may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Launchpad, at Launchpad's cost, all reasonable assistance.
2. **Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold Launchpad harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Launchpad by a third party alleging that the Customer data infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that LaunchPad (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Launchpad of all liability); and (c) provides to Customer, at the Customer's cost, all reasonable assistance.

5. **Limitation of Liability.**

1. **Limitation of Liability.** In no event shall Launchpad's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the lesser of \$100,000 or the amounts actually paid by Customer hereunder.
2. **Exclusion of Consequential and Related Damages.** In no event shall either party



have any liability to the other party for any lost profits, loss of use, cost of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage.

3. **Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.
6. **Term, Termination, and Perpetual Software License Right.**
  1. **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.
  2. **Term of User Subscriptions.** User subscriptions commence on the Effective Date and continue for one year from such date. User subscriptions shall automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless Customer gives Launchpad notice of termination, or before the Final cancellation date to stop renewal, the end of the relevant subscription term.
  3. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Launchpad shall refund Customer any prepaid fees for the remainder of the subscription term after the date of termination.
  4. **Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Launchpad prior to the effective date of termination.
  5. **Return of Customer Data.** Upon request by Customer within 30 days of the effective date of termination, Launchpad will make available to Customer to download the Data Separation file (in the format that Launchpad customarily uses at such time or such other format as Customer may reasonably request). After such a 30-day period, Launchpad shall not maintain or provide any Customer Data; data shall be removed from Launchpad's customer platform.
  6. **Perpetual Software License Right.** Customers are entitled to an unmanaged version of the application, with non-exclusive rights for unlimited use if the vendor at any time either fails to issue essential updates for 12 consecutive months, enters into receivership, or ceases to operate as a going concern.
7. **General Provisions.**
  1. **No Benefit to Others.** The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.



2. **Notice.** All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth at the beginning of this Agreement evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.
3. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
4. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement together with all rights and obligations hereunder, without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and insure to the benefit of the parties, their respective successors and permitted assigns.
5. **Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflicts of laws provisions.
6. **Venue.** The state and federal courts located in Orange County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.
7. **Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

Reference to Attachment A - 21-EN-7131 - CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES executed by parties as part of this agreement.



**Payment Terms**

The following outlines Launchpad payment schedule and invoice to follow.

Milestone/ Description	Due Date	Amount
Launchpad Platform License (Salesforce OEM) - 60	January 1 2022	\$45,000.00
Technical Support - Post Go Live - 25 hours / \$200 per hour	No support on file	\$0.00
<b>Total</b>		<b>\$45,000.00</b>

**Launchpad Careers, Inc.**

By: Melissa Jankans  
Authorized Signature

Print Name: Melissa Jankans

Title: Chief Administration Officer

Date: December 7th, 2021

**CareerSource Florida**

By: Pamela Nabors  
Authorized Signature

Print Name: Pamela Nabors

Title: President and CEO

Date: December 8th, 2021



## **CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

### **I. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).**

The prospective Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

### **II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)**

Contractor certifies, to the best of his or her knowledge & belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)**

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

### **IV. ACCESS TO RECORDS**

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

### **V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS**

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

### **VI. PROVISION AGAINST ASSIGNMENT**

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

### **VII. DAVIS-BACON ACT**

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

### **VIII. CONSTRUCTION OR RENOVATON OF FACILITIES USING PROGRAM FUNDS**

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

### **IX. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.



## **X. EXECUTIVE ORDER 11246**

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

## **XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT**

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

## **XIII. ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

## **XIV. ENVIRONMENTAL STANDARDS**

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

## **XV. INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

## **XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

## **XVII. MODIFICATIONS**

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

## **XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - a. Contractor fails to provide any of the services it has contracted to provide; or
  - b. Contractor fails to comply with the provisions of this modified agreement; or
  - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

## **XIX. COMPLIANCE WITH TANF**

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated there under.

## **XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. Contractor understands that Department of Economic Opportunity (DEO) and the United States have the right to seek judicial enforcement of the assurance.

## **XXI. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a

contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

**XXIII. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

**XXIX. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**XXX. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**XXXI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Melissa Jankans, CAO

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

Launchpad Careers, Inc.

Organization/Business Name

December 3rd, 2021

Date