OEM
Subscription Agreement
2023-2024

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/**.

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. 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) - 110 Effective Dates: January 2022 through December 2022 CareerSource Central Florida Org ID: 00D1U000000x9WN	110	$900	$99,000.00
Licenses - 10 Launchpad Salesforce Platform foundation/discount	10	-$900	-$9,000
Total License Renewal			**$99,000.00**

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 [signature — Nintex AssureSign® ...495-405f-b74e-af8f016346a0]

2. **Annual Renewal Date.** Your Annual Renewal Date:

       i. **Your Annual Renewal Date: January 1st, 2023**
           1. **Initial** [Electronically Signed 2023-04-21 15:21:15 UTC - 76.192.115.136 — Nintex AssureSign® ...7b4-41a1-934b-af8f016346a4]

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 [signature — Nintex AssureSign® ...49a7-9407-af8f016346a4]

     i.   **Reminder notice from Launchpad**

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

     ii.   **Final Cancellation Date:**

        1.   **Date: on or before November 15th, 2023**

        2.   **Initial:**

Electronically Signed 2023-01-11 15:21:17 UTC - 76.192.115.136
Nintex AssureSign® - 0cac0f5-f28f-4008-8003-af8f016346a8

     iii.   **Renewal Subscription Agreement sent:**

        1.   **Date: on or before November 2022**

        2.   **Initial:**

Electronically Signed 2023-01-11 15:21:17 UTC - 76.192.115.136
Nintex AssureSign® - 0cac0f5-f9e3d-4e2c-b84a-af8f016346ad

     iv.   **Invoice Due:**

        1.   **Date: January 1st, 2023**

        2.   **Initial:**

Electronically Signed 2023-01-11 15:21:18 UTC - 76.192.115.136
Nintex AssureSign® - c7ca0f5-fabe-4d79-9275-af8f016346b0

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**

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)

Initial _____

2. <u>Confidentiality</u>**.**

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. <u>**Term, Termination, and Perpetual Software License Right.**</u>

   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.

   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. <u>**General Provisions.**</u>

   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.

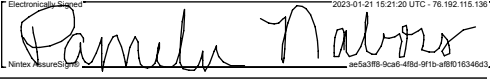| Milestone/ Description	Due Date	Amount
Launchpad Platform License (Salesforce OEM) - Total of 120 licenses within platform 110 - Platform 10 - licenses (discounted)	January 1 2023	$99,000.00
Technical Support - Post Go Live - 25 hours / $200 per hour	No support on file	$0.00
Total		**$99,000.00**

Launchpad Careers, Inc.

By: *Melissa Jankans*
    Authorized Signature

Print Name: Melissa Jankans

Title: Chief Administration Officer

Date: December 1st, 2022

CareerSource Florida

By: _Pamela Nabors_
    Authorized Signature

Print Name: Pamela Nabors

Title: President/CEO

Date: 01/22/2023