



LogMeIn USA, Inc.
333 Summer Street
Boston, MA 02210

ORDER FORM

CONTACT INFORMATION.

Customer: CareerSource Central Florida
Address: 390 N. Orange Ave, Orlando, FL US, 32801

Main Contact: Paul Worrell
Email: pworrell@careersourcecf.com
Phone: (407) 531-1267
VAT/TVA/ABN Number:

LogMeIn Representative:

Name: Albert Terry
Email: albert.terry@logmein.com
Phone: (480) 253-5832
Fax:

QUOTE OR OID #: Q-364070
UID #:
Opp ID #: 2006235093850

Quote Date: 09-24-2020

Quote Expiration Date: 10-09-2020

BILLING INFORMATION.

Payment Method: Invoice

AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, BY SIGNING AND RETURNING THIS ORDER TO LOGMEIN, YOU CONFIRM THIS IS AN ORDER FOR THE LMI SERVICE(S) LISTED HEREIN AND AGREE TO THE TERMS OF SERVICE <https://www.logmeininc.com/legal/terms-and-conditions> WHICH APPLY TO YOUR CONTINUED USE OF ALL SERVICES AND SHALL PREVAIL OVER ANY TERMS OTHERWISE REFERENCED IN A PURCHASE ORDER.

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

Initial contract term for monthly costs above reflects 12 months; however, CSCF will only pay for 9-months of service from 1-1-2021 through 9-30-2021. LogMeIn is providing 3-months of service (from 10-1-2020 through 12-31-2020) at no-cost.

To avoid interruption of service, this initial service order can be renewed by CareerSource Central Florida for up to 2 additional annual terms. CareerSource Central Florida reserves the right to renew or terminate Service Order 30 days before annual renewal date. If CSCF renews, LogMeIn agrees to provide a renewal service order to CSCF within 30 days before end of preceding contract term, as follows:

Service Option Year #2, 10/1/2021 – 9/30/2022 - Total monthly service costs are expected to be the same as initial Service Order with no separate Renewal fees assessed to CSCF beyond the actual cost of the service

Service Option Year #3, 10/1/2022 – 9/30/2023 - Total monthly service costs are expected to be the same as initial Service Order with no separate Renewal fees assessed to CSCF beyond the actual cost of the service

Purchase Order Process:

If the order is in excess of 25K USD, or this order's currency equivalent, LogMeIn requires a PO with the executed order in the name of the contracting entity noted above. Please complete:

Require a PO?

Requires a PO, see below:

Customer PO#:

PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: CareerSource Central Florida

Signature:

If Billing Contact is different than above, please provide:

Billing Address: CSCF Accounts Payable
390 N. Orange Avenue, Suite 700
Orlando, Florida 32801

Name:	Pamela Nabors	Billing/Invoicing Contact: CSCF - Accounts Payable Telephone: 407-531-1222, x.2003 Email: AccountsPayable@careersourcecf.com
Title:	President & CEO	
	Customer Authorized Signatory	
Date:	10/6/2020	

The dates shown are based on the date the quote was created by the rep and these dates will adjust based on the date the contract is signed					
Service Start Date	09-24-2020		Billing Start Date	12-24-2020	
Number of Free Months	3		First Invoice Date	01-01-2021	
Contract End Date	09-30-2021				

SERVICES & FEE SUMMARY. Estimated taxes and fees are included where indicated below.

TODAY'S TOTAL:					
Name	Quantity	MSRP	Discount	Jive Price	Total
Cisco SPA122 ATA with Router	10	USD 84.00	USD 0.00	USD 84.00	USD 840.00
Voice Number DID - Configuration/Port Fee	250	USD 5.00	USD 0.00	USD 5.00	USD 1,250.00
Polycom VVX 350 Skyline (PoE)	250	USD 239.00	USD 99.00	USD 140.00	USD 35,000.00
Polycom VVX 250 Skyline (PoE)	50	USD 257.00	USD 147.00	USD 110.00	USD 5,500.00
Private Connect - Datacenter - Setup - LAX (600 W) - IE	1	USD 1,000.00	USD 0.00	USD 1,000.00	USD 1,000.00
Taxes and Fees:					USD
TOTAL AMOUNT:					USD 43,590.00

MONTHLY TOTALS:						
Name	Contract Terms (Months)	Quantity	MSRP	Discount	Jive Price	Total Price
Connect Bundle Pro	12	325	USD 19.95	USD 4.00	USD 15.95	USD 5,183.75
Voice - Standard DID - Monthly Charge	12	250	USD 5.00	USD 4.50	USD 0.50	USD 125.00
Private Connect - Datacenter - Recurring - ATL (56 Marietta) - IE	12	1	USD 500.00	USD 0.00	USD 500.00	USD 500.00
NICE InContact CXone SIP Trunk for Cloud Connect	12	1	USD 10.00	USD 10.00	USD 0.00	USD 0.00
USF and Regulatory Recovery Fees:						USD 716.30
TOTAL AMOUNT:						USD 6,525.05

ATTACHMENT A

Terms And Conditions | LogMeIn

This is a legal agreement between the person or organization (“**Customer**” or “**you**”) agreeing to these Terms of Service (“**Terms**”) and the applicable contracting entities at <https://www.logmeininc.com/legal/contracting-entities> (“**LogMeIn**,” “**us**,” or “**we**”). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to the Order, these Terms, and the applicable “**Service Descriptions**” available at <https://www.logmeininc.com/legal/service-descriptions>, as well as the Professional Services Terms and Conditions available at <https://www.logmeininc.com/legal/professional-services-terms>, each as applicable (collectively the “**Agreement**”).

1. ACCESS AND USE OF THE SERVICES.

- 1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price and offer our Services as posted on our websites, your Order, or the Service Descriptions (“**Use Levels**”). You may use our Services only as permitted in these Terms, and you consent to our Privacy Policy at <https://www.logmeininc.com/legal/privacy>, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. “**Service(s)**” means our software-as-a-service offerings and our audio services (including any related hardware, which are offered by LogMeIn Audio, LLC, Grasshopper Group LLC, or Jive Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms. You understand that your personal data may be processed in connection with your use of our Services, software, and websites which are provided via equipment and resources located in the United States and other locations throughout the world.
- 1.2. **Limitations on Use.** By using our Services, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, fraudulent, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; or (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties.
- 1.3. **Changes to Services.** We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality (as set forth in the [Service Descriptions](#)) or discontinue any Services unless we provide you with prior written notice. We may offer additional

functionality to our standard Services or premium feature improvements for an additional cost.

- 1.4. **Proprietary Rights and LogMeIn Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the “**LogMeIn Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the LogMeIn Marks or is similar to any of these. You agree to comply with our Branding Guidelines, available at <https://www.logmeininc.com/legal/trademark>, which are incorporated into this Agreement by reference.

2. ORDERS, FEES AND PAYMENT.

- 2.1. **Orders.** You may order Services using our then-current ordering processes (“**Order**”). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order (“**Effective Date**”). Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-credit card transactions over 25,000 USD, or equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.
 - 2.1.1. **COVID-19 Emergency Kit Services.** Any subscriptions to Services labeled as “COVID-19 Emergency Kit” are for use across your organization during the contract term listed in the Order for such subscriptions and will automatically terminate thereafter or, if you have active subscriptions for the Services being purchased, on the earlier of the contract term set forth in the Order or the expiration of your underlying paid subscription term. If you have active subscriptions for the Services being purchased, the COVID-19 Emergency Kit subscriptions are subject to your existing contract with LogMeIn and do not change the terms of any previously purchased services. You may choose to purchase any of the COVID-19 Emergency Kit subscriptions under a separate order, but you are under no obligation to do so.
- 2.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services on the terms set forth on the invoice. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges imposed by your voice and data transmission providers related to your access and use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may take steps to verify whether your payment method is valid, charge your payment card or bill you for all amounts due for your use of the Services, and automatically update your payment card information using software designed to do so in the event your payment card on file is no longer valid. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit

invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. We will notify you of any price changes by publishing on our website, emailing, quoting or invoicing you.

- **2.3. Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales and special promotional offers in our sole discretion.
- **2.4. Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting delinquent amounts.
- **2.5. Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees or any other similar fees as may be applicable in the location in which the Services are being provided (if applicable to the Audio Services only) and similar taxes or fees (collectively, "**Taxes and Fees**") imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. Additionally, if you do not satisfy your Tax and Fees obligations, you agree that you will be required to reimburse us for any Taxes and Fees paid on your behalf, and we may take steps to collect Taxes and Fees we have paid on your behalf. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

3. TERM AND TERMINATION.

- **3.1. Term.** The initial term commitment for your purchase of Services will be as specified on an Order ("**Initial Term**") and begins on the Effective Date. After the Initial Term, the Services will, unless otherwise specified in the Service Description for a particular Service, automatically renew for additional 12-month periods ("**Renewal Terms**"), unless either party provides notice of non-renewal at least 30 days before the current term expires. You may provide notice of non-renewal for each Service you do not wish to renew at <https://support.logmeininc.com/contactus>. We may agree to align the invoicing under multiple Orders but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.
- **3.2. Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach Section 1.2, 4 or 5.
- **3.3. Effect of Termination.** If the Agreement or any Services are terminated, your account may be converted to a "free" or "basic" version

of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. Neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.3 above, the related Order will be terminated and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

- 3.4. **Survival.** The provisions of Sections 2 (Orders, Fees and Payment), 3.3 (Effect of Termination), 4 (Your Content and Accounts), 7 (Indemnification), 8 (Limitation on Liability), 9.6 (No Class Actions), 9.11 (Notices), and 9.14 (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

4. YOUR Content AND ACCOUNTS.

- 4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce and distribute your Content in order to provide and operate the Services. You warrant that (i) you have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of your Content within the Services. If your Content, including any personal data (as defined under applicable law, which includes, but is not limited to, the General Data Protection Regulation EU 2016/679 or “GDPR” and data protection laws of the European Union, European Economic Area, Switzerland (collectively, the “EEA+”), and the United Kingdom) and is processed by us as a data processor acting on your behalf (in your capacity as data controller), we will use and process your Content in order to provide the Services and fulfill our obligations under the Agreement, and in accordance with your instructions as represented in this Agreement. Notwithstanding anything to the contrary, this Section 4.1 expresses the entirety of our obligations with respect to your Content. “Content” means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users’ behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.
- 4.2. **Your Accounts.** You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords,

and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.
6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS.
7. **INDEMNIFICATION.** You will indemnify and defend us against any third party claim resulting from a breach of Section 1.2 or 4, or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

8. LIMITATION ON LIABILITY.

- **8.1. LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
- **8.2. LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR YOUR BREACH OF SECTIONS 1.2 OR 4 AND YOUR INDEMNIFICATION OBLIGATIONS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. ADDITIONAL TERMS.

- **9.1. Supplemental Data Processing Addendum.** If you are located in or are subject to the applicable laws of the EEA+ and/or the United Kingdom, including the GDPR, you may complete a LogMeIn Data Processing Addendum (“DPA”) online at <https://www.logmeininc.com/trust/DPA>. Additional information about LogMeIn’s privacy, security, and sub-processors disclosures can be found at <https://www.logmeininc.com/trust>.
- **9.2. Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis (“**Trial Period**”), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide the Services “AS IS” and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.
- **9.3. Third Party Features.** Services may provide the capability for you to link to or integrate with third party sites or applications (“**Third Party Services**”). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third Party Services and your use is governed solely by the terms for those Third Party Services.

- **9.4. Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available (“**Beta Services**”). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered “AS-IS”, and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us, and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback (“**Feedback**”) about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.
- **9.5. Copyright.** If you believe that our Services have been used in a way that constitutes copyright infringement, you should follow the process outlined here: <https://www.logmeininc.com/legal/dmca>.
- **9.6. No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.
- **9.7. Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.
- **9.8. High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.
- **9.9. Recording.** Certain Services provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.
- **9.10. Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party’s prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party’s successors or assigns.
- **9.11. Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the

email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 320 Summer Street, Boston, Massachusetts 02210 USA, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

- **9.12. Regional Terms.** If you are located in regions outside the United States and are purchasing the Jive and/or GoToConnect Services, additional terms specific to your region (as set forth in our Regional Supplement at <https://www.logmeininc.com/legal/regional-supplement>) shall apply to your use of the Services and shall be considered part of these Terms.
- **9.13. Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between us relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, these Terms, the DPA if applicable, and the Service Descriptions, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.logmeininc.com/legal/terms-and-conditions>. Your continued access to and use of the Service constitutes your acceptance of the then-current Terms.
- **9.14. General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online, or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- **9.15. Contracting Party, Choice of Law and Location for Resolving Disputes.** The LogMeIn contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you have ordered, as set forth here: <https://www.logmeininc.com/legal/contracting-entities>.

Last Updated: March, 2020 (2020.v1)

LogMeIn U.S. Privacy Policy | LogMeIn

Last Updated on April 28, 2020

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Who We Are and Scope of this Privacy Policy

We are LogMeIn USA, Inc., a U.S. company headquartered in Boston, Massachusetts, and our wholly-owned subsidiaries in the United States listed [here](#), collectively referred to as "we" or "LogMeIn" in this Privacy Policy. Our Software-as-a-Service [products](#) ("Services") are used to simplify how people connect with each other and the world around them to drive meaningful interactions, deepen relationships, and create better outcomes for professionals and businesses.

In this Privacy Policy, we explain what personal data we collect from visitors to the LogMeIn websites and/or properties that link to this Privacy Policy (including our digital properties listed [here](#)) and how we use such personal data.

It is important to note that this Privacy Policy does not apply to any other data, such as any personal data that may be included in the files, documents, recordings, chat logs, transcripts, and similar data that we maintain on our customers' behalf, as well as any other information our customers may upload to their LogMeIn account(s) in connection with their use of our Services (which we refer to as "Content" in our [Terms of Service](#)) or information gathered from other channels, such as publicly available sources. For the avoidance of doubt, we process customer Content, including any personal data which may be included therein, solely for the purpose of providing and operating our Services to our customers and only in accordance with their written instructions, which typically take the form of our [Terms of Service](#), a [Data Processing Addendum](#) and/or any similar written agreement between LogMeIn and our customer.



Protecting the
personal data of
our customers and
their end-users is
one of our top
priorities.

LogMeIn and our international affiliates located outside the United States have posted additional privacy policies with different scopes, as required by law or where we believe appropriate for transparency purposes, including the Supplemental California Consumer Privacy Act Disclosures, as well as notices specific to the European Economic Area ("EEA") and Switzerland which may be found [here](#).

Data Categories and Collection Purposes

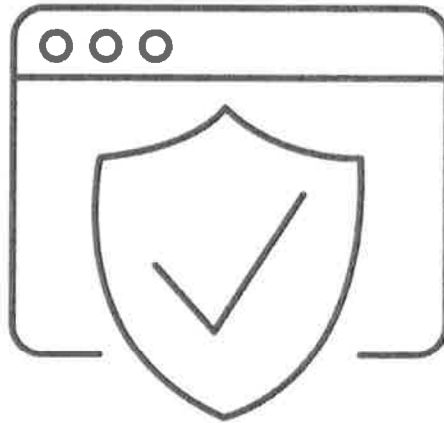
When you visit our website(s) and/or use our Services, you provide the following categories of personal data to us:

- **Customer Account and Registration Data** is data you provide when you create your account with us, request support or technical assistance, or register for events, webinars, whitepapers and surveys, which typically include first and last name, billing data, and a valid email address. We need this data to provide the Services to you, to maintain and support your account, as well as to collect payment.
- **Service Data (including Session, Location and Usage data):** When you visit our websites and use our Services, we receive data that you or others voluntarily enter, including on schedules and attendee lists, as well as data that

is automatically logged by the website or Service - for example, duration of session, connections made, hardware, equipment and devices used, IP addresses, location, language settings, operating system used, unique device identifiers and other diagnostic data. We need this information to provide, operate, and improve our Services. We collect location-based data for the purpose of providing, operating, and supporting the Service and for fraud prevention and security monitoring; you can disable location data transmission on mobile devices at any time by disabling location services from the settings menu on your device.

We strive to limit the types and categories of personal data that is collected from, and processed on behalf of, our users to include only information which is necessary to achieve the purpose(s) for which it was collected and we do not use personal data for additional purpose(s) which are incompatible with their initial collection. In other words, we have measures and policies in place designed to ensure that we only collect and process information from our users that we believe is necessary to operate and provide them with a world-class Service.

How We Use Your Data



We use the data we collect from visitors to our websites to: (a) provide and operate our Services; (b) address and respond to service, security, and customer support needs; (c) detect, prevent, or otherwise address fraud, security, unlawful, or technical issues; (d) comply with applicable laws and administrative requests, protect our rights, assert and defend against claims; (e) fulfill contracts; (f) maintain and improve our Services; (g) provide analysis or valuable data back to our customers and users; (h) assess the needs of your business to determine and promote other LogMeIn products which we believe may be helpful to you; (i) provide product updates, marketing communications, and service data; (j) conduct research and analysis for business planning and product development; (k) display content based upon your interests; and (l) to the extent permitted by law, we may combine, correct, and enrich personal data that we receive from you with data about you from other sources, including publicly available databases or from third parties to update, expand, and analyze our records, identify new prospects for marketing, and provide products and Services that may be of interest to you.

Analytics, Cookies and Other Web Site Technologies



We continuously improve our websites and Services through the use of first- and third-party cookies and other web analytics tools, which help us understand how our visitors use our websites, desktop tools, and mobile applications, what webpages, features and functions they like and dislike, and where they may have run into problems which need to be addressed.

Google Analytics and Adobe Marketing Cloud

We use Google Analytics as described in [“How Google uses data when you use our partners' sites or apps.”](#) You can prevent your data from being used by Google Analytics on our websites by installing the Google Analytics opt-out browser add-on [here](#). For enhanced privacy purposes, we also employ IP address masking, a technique used to truncate IP addresses collected by Google Analytics and store them in an abbreviated form to prevent them from being traced back to individual users. Portions of our website may also use Google Analytics for Display Advertisers including DoubleClick or Dynamic Remarketing which provide interest-based ads based on your visit to this or other websites. You can use [Ads Settings](#) to manage the Google ads you see and opt-out of interest-based ads. We also use Adobe Marketing Cloud as described [here](#). You can similarly exercise your rights with respect to use of this data as described in the “Exercising Choice” section below.

Social Media: Many of our websites include social media features, such as Facebook, Google, and Twitter “share” buttons. If you use these features they may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly – you can exercise your rights with respect to the use of this data as specified in the “Exercising Choice” section below. These services will also authenticate your identity and provide you the option to share certain personal data with us such as your name and email address to pre-populate our sign-up form or provide feedback. Your interactions with these features are governed by the Privacy Policy of the third-party company providing them.

Exercising Choice

We do not currently respond to web browser “do not track” signals or similar mechanisms, but instead offer visitors to our websites more information, choices, and control over cookies and other web analytics tools via LogMeIn’s [Cookie Consent Manager](#) (available via the “Cookie Preferences” hyperlink at the bottom of this page) and/or as specified below. LogMeIn’s [Cookie Consent Manager](#) provides visitors with information about the types and categories of cookies we utilize and you may also exercise your rights as follows.

- If you wish to not have the information these technologies collect used for the purpose of serving you targeted ads, you may [opt-out here](#).
- The Help Menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, and how to disable cookies altogether.
- To manage Flash Cookies, please click [here](#).

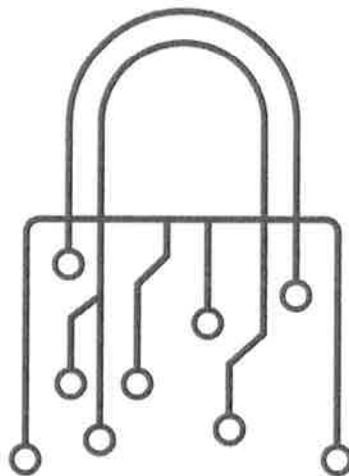
You can still view our websites if you choose to set your browser to refuse all cookies; however, you will need to keep certain cookies enabled to establish an account or to install the Services.

Data Sharing

We share your personal data: (a) with our affiliated companies and subsidiaries which are directly or indirectly owned by our parent company, LogMeIn, Inc.; (b) at your direction, with separate, specific notice to you, or with your consent; (c) with third-party service providers under appropriate confidentiality and data privacy obligations (only for the purposes identified in Section 3, “How We Use Your Data”); (d) in connection with a merger, divestiture, acquisition, reorganization, restructuring, financing transaction or sale of assets pertaining to a business line; and (e) as required by law or administrative order, to assert claims or rights, or to defend against legal claims.

To the extent LogMeIn uses its affiliates or third-party providers in the provision and operation of its Services and processing of any Content, including any personal data therein, it discloses those parties in the applicable Affiliate and/or Sub-processor Disclosure in its [Trust & Privacy Center](#) (see the “Product Resources” Section).

Security



LogMeIn has implemented a comprehensive data privacy and security program which includes appropriate technical and organizational measures designed to safeguard and protect the personal, identifiable, and/or confidential information we collect or you share with us. LogMeIn’s operations, on a product and/or suite-specific basis, have been assessed by independent third-party auditors against recognized security

standards and controls, including SOC2 Type II, BSI C5, SOC3, and ISO 27001.

To learn about LogMeIn's Service-specific security and privacy measures and certifications, please visit the [Trust & Privacy Center](#) (see the "Product Resources" section).

Privacy Frameworks

LogMeIn is headquartered in the United States of America, has international affiliates and subsidiaries, and maintains a global infrastructure. Information that we collect and maintain may be transferred to, or controlled and processed in, the United States and/or other countries around the world.

When LogMeIn transfers personal data, it will do so in compliance with the following frameworks:

EU-U.S. and Swiss-U.S. Privacy Shield



LogMeIn has self-certified to the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield with respect to Customer Data. For more information, see our [Privacy Shield Notice](#).

APEC Cross Border Privacy Rules System



LogMeIn's global privacy program, described in this Privacy Policy, complies with the Asia Pacific Economic Cooperation ("APEC") Cross-Border Privacy Rules System ("CBPRs"). The APEC CBPR system provides a framework for organizations to ensure protection of personal data transferred among participating APEC economies. More information about the APEC Privacy Framework and CBPRs can be found [here](#). Our certification applies to our business processes across our global operations that process and transfer personal data to/from our affiliates around the world. To view our certification, please visit the validation page by clicking on the TRUSTe seal.

To learn more about how LogMeIn protects personal data, review and execute appropriate data processing addendums (where relevant), as well as review locations where LogMeIn may process your personal data through its affiliated companies or third-party subprocessors (when LogMeIn acts as a data processor, service provider, and/or the applicable legal equivalent), please visit the Product Resources section of the [LogMeIn Trust & Privacy Center](#).

Changes

We update this Privacy Policy from time-to-time to reflect changes to our personal

data handling practices or respond to new legal requirements and will post updates here. However, if we make any material changes that have a substantive and adverse impact on your privacy, we will provide notice on this website and additionally notify you by email (sent to the e-mail address specified in your account) for your approval prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

Children's Privacy

LogMeIn's webpages are intended for general audiences – we do not seek through our sites to gather personal data from or about persons that are sixteen (16) years of age or younger. If you inform us or we otherwise become aware that we have unintentionally received personal data from an individual under the age of sixteen (16), we will delete this information from our records.

Access Requests

LogMeIn respects your control over your information and, upon request, we will confirm whether we hold or are processing information that we have collected from you. You also have the right to amend or update inaccurate or incomplete personal data, request deletion of your personal data, or request that we no longer use it. Under certain circumstances we will not be able to fulfill your request, such as if it interferes with our regulatory obligations, affects legal matters, we cannot verify your identity, or it involves disproportionate cost or effort, but in any event we will respond to your request within thirty (30) days and provide you an explanation.

Please note that for personal data about you that we have obtained or received for processing on behalf of a separate, unaffiliated entity – which determined the means and purposes of processing, all such requests should be made to that entity directly. We will honor and support any instructions they provide us with respect to your personal data.

Contact Us

If you have questions or requests relating to personal data or privacy, please contact us at <https://support.logmeininc.com/contactus> which allows you to make a request online or through a phone call, and/or via e-mail at privacy@logmein.com.

If you wish to no longer receive marketing communications from us, you can opt-out of marketing by clicking on the unsubscribe link on any marketing email you receive, or at <http://solutions.logmein.com/unsubscribe>. Note that if you are a LastPass user, please visit <https://lp.logmeininc.com/unsubscribe> to opt-out.

If you have any other questions about this policy please contact the [LogMeIn Privacy Team](#), call us at (833) 851-8340, or write to us via postal mail at: Attn: Legal Team, LogMeIn, 320 Summer Street, Boston, MA 02210. To reach our Global Customer Support department, you may contact us [here](#).

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.



Supplemental Privacy Policies

California Residents: Please click [here](#) to view our disclosures pursuant to the California Consumer Privacy Act ("CCPA").

Data subjects in the European Economic Area and Switzerland: We have self-certified to the EU-U.S. Privacy Shield and Swiss Privacy Shield with respect to customer data, as explained in our [Privacy Shield Notice](#).

ATTACHMENT B**Addendum to Agreement between CSCF and LogMeln USA, Inc. dated September 24, 2020****CareerSource Central Florida Contractor General Provisions, Certifications and Assurances**

CareerSource Central Florida will not award a contract where the contractor has failed to accept the General Provisions, Certifications and Assurances contained in this section. This contract addendum ensures the inclusion and acknowledgement of the required Federal and State contracting and purchasing requirements which must be included in Workforce Board of Central Florida, d/b/a CareerSource Central Florida's (CareerSource) vendor agreements. This addendum will not extend the contract period or increase the contract amount described in the original agreement. CareerSource Central Florida is required to provide its vendors with the GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES contained.

This Addendum is part of the attached Agreement by and between CareerSource Central Florida (CareerSource) and LogMeln USA, Inc. (Contractor or Vendor) for services described in **LogMeln Order Form OID #Q-364070**, dated September 24, 2020 attached hereto. In consideration of the mutual covenant and stipulations set forth in the contract and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the applicable provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. 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. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7, the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will, as applicable to its business operations, comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) 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.

Addendum to Agreement between CSCF and LogMeIn USA, Inc. dated September 24, 2020

- 7) The American 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.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors 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, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 38 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 Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall 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). The Contractor shall report any violation of the above to the contract manager. **Energy Efficiency:** The 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 the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C 6962).

5. CERTIFICATION REGARDING LOBBYING AND 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 Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any Content provided to Contractor through CareerSource's use of the Services, including any personal information included therein, as set forth in the Agreement. Contractor shall not divulge such information without the written permission of CareerSource, except to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable Federal or State laws. 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.

7. 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 by Contractor specifically for CareerSource under the Agreement, and 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.

Addendum to Agreement between CSCF and LogMeIn USA, Inc. dated September 24, 2020**8. MONITORING**

If requested by CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative as part of a monitoring process or audit of CareerSource by the aforementioned entities, Contractor shall, subject to the terms of this section 8, make available appropriate personnel for interviews and all relevant financial, applicant, or participant books, documents, papers and records, or other data relating Contractor's provision of services under the contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement, provided that the parties have first agreed on the scope, timing, and duration of any such audit or monitoring activity, and provided further that CareerSource has first reviewed and/or provided to any aforementioned auditing entity: (a) any written technical documentation that it may make available or generally provide to its customer base; and (b) information regarding its compliance with its security and privacy obligations in the Agreement, which shall be in the form of the most current third-party certifications and audits (as may be specified in the applicable Security and Privacy Operational Controls ("SPOC") documents made publicly available via LogMeIn's online GDPR Resource Center (<https://www.logmeininc.com/gdpr>)). If, after review of the written records described in (a) and (b) above, CareerSource reasonably believes, in good faith, that the audit procedures described herein are necessary to validate Contractor's compliance with its security and privacy obligations in the Agreement, CareerSource may contact Contractor to request an audit of the security procedures as described herein. The above referenced records shall be made available at the Contractor's expense, at the location and timing reasonably determined by the parties. Contractor shall promptly respond in writing to monitoring reports and requests for corrective action plans, and shall use commercially reasonable efforts to do so within 10 working days after the receipt of such request from CareerSource. CareerSource shall promptly provide Contractor with information regarding any non-compliance discovered during the course of an audit. When conducting any such audit, CareerSource shall use best efforts to minimize interference with Contractor's business operations.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall, to the extent known by Contractor, clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Contractor shall comply with subsection 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.

11. 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.) 103-277, the Contract shall not permit 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.

12. 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.
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.

Addendum to Agreement between CSCF and LogMeIn USA, Inc. dated September 24, 2020

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.
4. Written notification of termination must be by registered mail, return receipt requested.

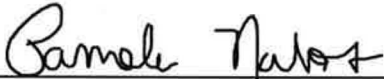
If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Central Florida Consortium of Elected Officials, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity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

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for proven 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 accordance with the Agreement terms.

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, in accordance with the Agreement terms.

IN WITNESS WHEREOF, Contractor and Client have caused this Agreement to be duly executed as of the date set forth below.


APPROVED BY: CAREERSOURCE CENTRAL FLORIDA

BY: 

Pamela Nabors, President & CEO
Printed Name of Client Representative

Duly authorized for and on behalf of
CareerSource Central Florida

APPROVED BY: LOGMEIN USA, INC.

BY: 
Pat Murphy, VP, Deputy General Counsel
Printed Name of Contractor Authorized Representative

Duly authorized for and on behalf of

LogMeIn USA, Inc.