

**CAREER EDGE - CSCF**  
**Software as a Service Agreement**

This Software as a Service Agreement (this "**Agreement**"), effective as of July 1, 2022 (the "**Effective Date**"), is by and between Career Edge, LLC, a Connecticut Limited Liability Company with offices located at 250 State Street, Unit C-2, North Haven, CT 06473 ("**Provider**"), and CareerSource Central Florida with offices located at 390 N. Orange Avenue, Ste 700, Orlando, FL 32801, United States ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" has the meaning attributed to it in Exhibit A attached hereto.

(c) "**Career Edge Platform**" shall mean Provider's standard online service platform, which includes the Provider's learning management system with certain student success and professional development modules and the Career EDGE Professional Development Toolkit.

(d) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) "**Documentation**" means Provider's user instructions, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(f) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any

**Career EDGE, LLC**

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information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(g) "**Services**" means access to the standard Career Edge Platform, together with any premium features and any other services described in **Exhibit A**.

(h) "**Third-Party Products**" means any third-party products provided with or incorporated into the Services.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other/the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use, which includes use in programs offered, run, or administered by Customer and those employees, students, participants, employers (where applicable), and other similar persons associated with such programs.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 14(g)) license to use the Documentation during the Term solely in connection with Customer's use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted herein. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation, except that Customer may charge Authorized Users a fee for access to the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, other right of any person, or any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP. Furthermore, we reserve the right to make changes to this Agreement or to the terms and conditions for use of the Services from time to time, upon the delivery of a written Notice to Customer at least 30 days in advance of the effective modification (the "Modification Notice"). Customer shall have thirty (30) days after such Modification Notice is given to give Provider Notice of its objection to such

Modification Notice. Unless a timely Notice of objection is given, then, on the thirty-first day following the date the Modification Notice is given, Customer shall be deemed to have accepted any modifications stated in such Modification Notice and such Modification Notice shall become binding upon the Parties as an amendment to this Agreement.

(e) Suspension. Notwithstanding anything to the contrary herein, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Customer fails to pay any amounts due hereunder; (ii) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (iii) Provider reasonably determines that (A) there is a threat or attack on any of the Provider's IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider or to any customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; or (D) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (iv) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services (together with any suspension described in subclause (iii), (iv), or (v), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension or other suspension of services authorized by this subsection.

(f) Aggregated Statistics. Notwithstanding anything to the contrary herein, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer, any Authorized User, Customer's Confidential Information, or personally identify any Authorized User without such person's written consent.

### 3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products, if any, are subject to their own terms and conditions and the applicable flow-through provisions referred to in **Exhibit A**. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. Furthermore, the Services provided hereunder may utilize, include, and/or incorporate intellectual property owned by and/or licensed from third-parties (the "**Third Party Content**"). Edge may, at any time, modify or remove such Third Party Content from the services provided hereunder.

#### 4. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. The fees during each Renewal Term shall be equal to the fees for the immediately preceding term plus an additional 3% of such amount, provided that the Provider may modify the price for any Renewal Term by giving Customer written notice of such price change at least ninety (90) days prior to the commencement of the Renewal Period for which such price increase will be applicable.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term with respect to matters necessary for accurately to the extent necessary to determine amounts due hereunder, and shall retain such records for the lesser of (1) four years after such records are generated, and (2) three years after the termination or expiration of this Agreement. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records to the extent necessary to determine amounts due hereunder, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with **Section 5(a)**. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term and for a period of four years after termination or expiration of this Agreement.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential"

(collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (including the federal Freedom of Information Act and Florida's public records act), provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, however Customer may retain one copy of Confidential Information in order to comply with the public record retention requirements in Chapter 119 of the Florida Statutes. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its

employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

7. Warranty Disclaimer.

THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") (1) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, or (2) arising out of or related to Provider's breach of the terms of this Agreement, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) data, in any form, uploaded or included in the Services

at the specific request of the Customer (“**Customer Uploads**”); (d) Customer Data; or (e) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data or the Customer Uploads in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT.

9. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE CALENDAR YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Commencement Date set forth in **Exhibit A** and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the Initial Termination Date set forth in **Exhibit A** (the "**Initial Term**"). This Agreement may be renewed for one or more additional time periods according to the renewal terms set

forth in Exhibit A, if any (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under **Section 2(c)** or **Section 5**;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 60 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) Additional termination language defined in **EXHIBIT B –XVIII**.  
**TERMINATION FOR DEFAULT/CONVENIENCE**

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under **5**, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 10(d) and Sections 1, 3, 4, 5, 6, 7, 8, 9, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

11. Implementation. Any implementation and training services that may be included in this Agreement must be set forth in Exhibit A and will be performed in accordance with Provider's customary practices for the level of services purchased. Implementation and training will be performed remotely unless otherwise specified in Exhibit A. Provider is not responsible, and will not be liable, for Customer's configuration decisions, for any custom content provided by Customer, or for any delays in implementation caused by Customer, including but not limited to, change requests, Customer delays in providing clean and validated data, if needed, or Customer delays in making



necessary business decisions with respect to the configuration of the Services. Any additional services beyond those agreed in Exhibit A will be charged at Provider's then-current hourly rates. Unless otherwise set forth in Exhibit A, access to the Services will be made available within a reasonable time after the Commencement Date, which time period shall take into account any customization or implementation work that may be required.

12. Customization. Unless otherwise stated expressly in Exhibit A, the deployment of the software included in the Services is in standard format and the Services do not include any professional services or custom development services. If Provider is requested to provide custom modification, consulting, system integration or other services, then the terms for such services shall be set forth in a separate Statement of Work signed by both the Customer and the Provider (each, a "SOW"). Each SOW will describe the fees, costs and expenses payable by the Customer to the Provider for the work covered therein. All SOWs are subject to and incorporate this Agreement, including its Exhibits. If there is a conflict between the terms of an SOW and the terms of this Agreement, then the terms of this Agreement shall take precedence unless the SOW expressly provides otherwise.

13. Updates. From time to time, Provider may provide upgrades, patches, enhancements, or fixes for the Services generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Provider shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Provider may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that Provider shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any such discontinuance.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the exhibit(s) hereto, each SOWs, and any other documents incorporated by reference in any of the aforesaid documents, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern (unless a different order of precedence is set forth in Exhibit A): (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any SOWs, with precedence between each SOW in reverse chronological order based on execution date, and (iv) any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices shall be deemed given upon delivery if hand delivered, upon receipt if sent by email, or two (2) days after being placed in the mail or with a nationally recognized

overnight courier. Except as otherwise provided in this Agreement, a Notice is effective only if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, communicable disease, utility shutdown, internet outage, supply shortage, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in the State of Florida, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Customer or its permitted successors and assigns of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Voluntary Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of authorship of any provision of this Agreement. Except as expressly set forth in this Agreement, neither the Parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity with respect of the subject matter contained herein.

(j) Construction. The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Non-Binding Until Fully Executed. This agreement is for discussion purposes only and does not constitute a formal offer by either party. This agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

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

Career Edge, LLC

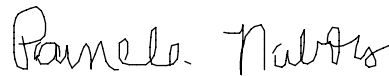


Name: David Shufrin

Title: General Counsel & Chief Compliance Officer

Date: 10/17/2022

CareerSource Central Florida



Name: Pamela Nabors

Title: President/CEO

Date: 10/19/2022

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### A. DESCRIPTION OF SERVICES:

- a. **Previously Configured and Customized Platform:** Access to and the right to use, in accordance with all terms and conditions set forth in this Agreement, the instance of the Career Edge software-as-a-service offering as it has been previously been customized and configured by Provider for use by Customer, with such features, functions, customizations, and configurations as currently exist as of the date of this Agreement, together with any future changes to such features, functions, customizations, and configurations as may be made pursuant to the terms and conditions of this Agreement or any future SOWs between the Provider and the Customer (the “**Customized Platform**”). The parties acknowledge and agree that the Customized Platform, as it currently exists, includes the following features:
  - i. **Subscription to Career Edge Platform Access.** Access to the basic Career Edge Platform, including from supported mobile devices, for the number of Authorized Users set forth below, which platform includes the following tools:
    - Career EDGE Professional Development Toolkit, including Career EDGE’s resume builder, interview simulation trainer, budget estimator, cover letter builder, thank you letter builder, and e-portfolio.
    - Learning management system with eighteen student success and professional development modules, with Career Edge’s standard with pre-and post-module assessments.
    - Industry exploration modules; and
    - Administrative dashboard, including standard front-end reporting.
  - ii. **Subscription to Career Edge Premium Features.** Access to the following premium features of the Career Edge Platform for the number of Authorized Users set forth below:
    - Career cluster inventory assessments;
    - Case management;
    - Timesheets; and
    - Job Board and Employer Portal, including Career Edge’s standard job order capabilities
- b. **Staff Training Services.** One virtual training session per year, per program for Customer’s designated attendees. Customer shall be permitted to record the initial

training session for use in training its users. Additional trainings may be purchased for a fee.

- c. Annual Consultation. One annual consultation to be held near closeout of program year, in which both parties will identify required updates, tweaks, adjustments or additions for the upcoming program year.

**B. TERM:** The initial term shall be one (1) year and will begin on July 1, 2022 (the “**Commencement Date**”) and shall end on such date that is one (1) year thereafter, unless earlier terminated pursuant to Section 10 of this Agreement (the “**Initial Term**”). CareerSource Central Florida reserves the option to negotiate for continued services with Contractor for an additional four years, depending upon Contractor’s performance and funding availability at the sole and absolute discretion of CareerSource Central Florida. The Initial Term and each Renewal Term shall be separately referred to as a “**Term Year.**”

**C. FEES (amount and due date):** Customer will pay:

- a. A one-time, nonrecurring fee equal to \$45,000 for all customization work performed prior to the execution of this Agreement in connection with the Level-Up Orange program and the letter of intent issued by Customer; and
- b. A monthly fee, which will be determined each month based on the greater of: (1) the total number of new user activations that have occurred to date in the current Term Year, measured on the date an invoice is issued for such month; or (2) the total number of new user activations that occurred in the immediately prior Term Year. The monthly fee covers the licensing, hosting, maintenance, and the fixed number of Developer Hours stated in Section A above (Description of Services).

| <b>New User Activations</b> | <b>Monthly License Fee</b>   |
|-----------------------------|--|
| Up to 5,000                 | \$7,083.33   |
| 5,001- 7,500                | \$9,166.67   |
| Over 7,500                  | \$11,250.00, plus an additional \$ 2,083.34 for each additional increment of 2,500 New User Activations (i.e. 7501-10,000 = \$13,333.34, 10,001-12,500 = \$15,416.68, etc.). |

For purposes of calculating the monthly licensing fee during the Initial Term, the monthly fee shall be calculated as if 5,001 new user activations occurred during the prior Term Year until such time as the total number of new user activations in the Initial Term exceeds 7,500. If the total number of New User Activations in the Initial Term does not exceed 5,000 on or before the end of the Initial Term, then Provider shall refund the Customer an amount calculated as follows: \$25,000.08 minus the product of \$175 multiplied by the difference between the number of Included Hours actually used during the Initial Term and 250. For example, if the

Customer used 300 Included Hours, the aforementioned refund would be calculated as follows:  $\$25,000.08 - 175 * (300 - 250) = \$16,250.08$ . The Provider may credit any portion of the refund toward any outstanding balance the Customer may owe under this Agreement. Upon request, the Provider will provide the Customer with reports showing New User Activation by month, quarter, or Term Year.

A “New User Activation” shall occur each time a unique email address is registered as a user in the Career Edge platform. Monthly installments shall be due and payable on the later of (a) the first day of each month after the Commencement Date, or (b) thirty (30) days after invoice.

The fee for each Renewal Term shall be equal to the fee for the immediately preceding term plus an additional 3% of such amount, provided that the Provider may modify the price for any Renewal Term by giving Customer written notice of such price change at least ninety (90) days prior to the commencement of the Renewal Period for which such price increase will be applicable.

**D. AUTHORIZED USERS:** The Authorized Users shall be: (i) Customer's employees, consultants, contractors, and agents; and (ii) Customer’s participants who are authorized by Customer.

**E. DEVELOPER HOURS.**

- a. **Definition.** The term “Developer Hours” shall mean time spent working on the Customized Platform, including, but not limited to, time spent on design, development, architecture, documentation, or testing of such work. Developer Hours shall not include time spent fixing technical issues/bugs arising from work done during Developer Hours, provided that such technical issues/bugs are reported to the Provider within sixty days after the original work was performed. Developer Hours shall not include time spent meeting with the Customer for purposes of analysis and requirement gathering. Developer Hours shall not include time spent during the annual consultation in which both parties will identify required updates, tweaks, adjustments or additions for the upcoming program year. Examples of work that is included in Developer Hours included, but are not limited to:
- i. Customization or configuration of the Customized Platform;
  - ii. Changes to forms or applications;
  - iii. Creation of new forms or applications;
  - iv. Work to prepare the Customized Platform for a new program, fiscal, or grant cycle, including, but not limited to, updating forms or applications and archiving applications, users, or other data;
  - v. Data exports performed by Provider;
  - vi. Development of custom reporting; and

vii. Adding new KPIs or other metrics.

Developer Hours may only be used to perform work on the Customized Platform and work product resulting therefrom shall be Provider IP. Provider reserves the right to refuse to perform any work that Provider determines, in good faith, is unacceptable to it, including, but not limited to work that would be unlawful, in violation of the rights of others, in violations of the terms of this Agreement, would create vulnerabilities or other security concerns, would require additional licensing or regulatory approvals that Provider does not have, or would require Provider to incur additional risk. Customer acknowledges that technical data, computer software, or other code developed with Developer Hours will be made part of the Customized Platform, not be delivered to the Customer, and may not be used or reproduced without Providers consent.

- b. **Included Hours.** The following number of Developer Hours shall be included in the Services during each Term Year, at no extra charge, according to the following schedule and based on the number of New User Activations used to calculate the first monthly invoice in the applicable Term Year (the “**Included Hours**”):

| <b>New User Activations</b> | <b>Development Hours Included</b>   |
|-----------------------------|---|
| Up to 5,000                 | 250 hours   |
| 5,001 to 7,500              | 300 hours   |
| Over 7,500                  | 350, plus an additional 50 hours for each additional increment of 2,500 New User Activations (i.e. 7501-10,000 = 350, 10,001-12,500 = 400, etc.). |

In the event any invoice(s) during the Term Year are billed based on a higher number of New User Activations than the first invoice of that Term Year, then Customer will receive additional development hours on a pro-rata basis, calculated by taking the incremental increase from the above schedule multiplying it by a fraction of which the numerator is equal to the number of months in the Term Year that will be billed based on higher New User Activations and the denominator is equal to 12. Included Hours may only be used during the Term Year in which they are granted. Unused hours will not be refunded and will not carry over from year to year. New User Activations shall have the same meaning as used to calculate the fees hereunder. No SOW shall be required before the Included Hours are expended.

Provider recommends that Customer reserve a portion of the Included Hours for work associated with end of each program year/cycle, such as resetting of the software for a new program year and making updates to applications and forms. The specific number of hours needed for these purposes will vary depending on Customer’s needs.

- c. **Additional Development Hours.** In the event the Customer requires Developer Hours separate from or in excess of the Included Hours (the “**Additional Hours**”), the Customer agrees to pay for such Additional Hours at the rate of One Hundred Seventy-Five Dollars (\$175) per hour. Upon identifying the need for Additional Hours, the parties will execute one or more SOW setting forth the scope of the additional work to be performed. The SOW will describe the scope of the additional work an estimate of the hours involved. No work shall be performed beyond the Included Hours without a fully executed SOW signed by both parties. While the Statements of Work shall set forth a good faith estimate of the hours that will be required to perform such work, the parties acknowledge and agree that many factors may render that estimate inaccurate. Provider provides no guarantee that any particular work can be performed within the time estimate(s) contained in a statement of work, but agrees to provide the Customer with reasonably timely notice in the event that the actual Developer Hours under a particular SOW exceeds or is expected to exceed the estimated time included in that SOW. SOW estimates shall not exceed an increase of 10%, should there be no change orders requested. Upon execution of any SOW, Customer shall prepay fifty percent (50%) of the cost thereof, based on the estimated time included therein. Provider shall then invoice Customer for additional time spent above the amount prepaid, no less often than monthly, and Customer shall pay each invoice within thirty (30) days after receipt.
- d. **DEVELOPER HOURS REPORTS:** Provider will send Customer reports showing the number of Developer Hours used each month to be included with the monthly invoice(the “Hours Reports”). Invoices sent without an Hours Report will considered incomplete and delay the payment process. Provider will have Hours Reports break out Developer Hours by specific projects or grants, provided that the Customer notifies the Provider of such requested break out prior to the Developer Hours being performed, so that Customer can track both monthly and annual spend by project or grant.





**CONTRACTOR PROVISIONS, CERTIFICATIONS  
AND ASSURANCES**

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

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

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

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

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

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

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

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

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

#### **ACCESS TO RECORDS; PUBLIC RECORDS**

- a. Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.
- b. To the extent required by Section 119.0701 of the Florida Statutes, Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of Contractor or keep and maintain public records required by CareerSource Central Florida to perform the Services. If Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains

public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with CareerSource Central Florida's information technology systems. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, contact CareerSource Central Florida's Custodian of Public Records at 390 N. Orange Avenue, Suite 700, Orlando, FL 32801, Email address: [info@careersourceflorida.com](mailto:info@careersourceflorida.com).**

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

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

#### **vi. PROVISION AGAINST ASSIGNMENT**

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

#### **vii. DAVIS-BACON ACT**

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

#### **viii. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS**

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

#### **ix. AMERICANS WITH DISABILITIES ACT**

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

## **x. EXECUTIVE ORDER 11246**

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

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

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

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

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

## **xiii. ENERGY EFFICIENCY**

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

## **xv. ENVIRONMENTAL STANDARDS**

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

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

## **xv. INTEGRITY**

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

## **xvi. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. 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 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 (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **xvii. MODIFICATIONS**

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

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

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

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

This modified agreement may be terminated as follows:

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

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, who will conduct a

grievance hearing and decide, from evidence presented by both parties, the validity of termination.

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

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

#### **xx. COMPLIANCE WITH TANF**

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

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

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

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

#### **xxi. PUBLIC ENTITY CRIMES**

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **xxii. THE PRO-CHILDREN ACT**

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

### **xxiii. CONFIDENTIALITY**

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

### **xxiv. PROCUREMENT OF RECOVERED MATERIALS**

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

### **xxv. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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

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



**xxvii. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES**

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

**xxviii. E-VERIFY**

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](https://www.dhs.gov/e-verify)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

David Shufrin, General Counsel & Chief Compliance Officer

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

Career Edge, LLC

Organization/Business Name

10/17/2022

Date