

EssentialNet Solutions IT Support Services Agreement

1.0 Term of Agreement

This IT Support Services Agreement (“Agreement”) between The College of The Florida Keys, a Florida College System Institution (“Client”) whose address is 5901 College Rd, Key West, FL 33040 and Networked Solutions, Inc., a Florida corporation D/B/A EssentialNet Solutions (“Service Partner”) whose address is 2301 W Eau Gallie Blvd., Suite 4, Melbourne, FL 32935 shall become effective on the date when the last one of Client or Service Partner has signed this Agreement, as stated on the signature page and shall remain in force for an initial period of twelve (12) months, effective July 1, 2024 through June 30, 2025 and shall not auto-renew. If desired by client extensions to this Agreement will be negotiated and presented as an addendum to this Agreement.

1.1 This Agreement may be terminated for any reason by Client upon three (3) months written notice to the Service Partner.

1.2 Service Partner may immediately terminate this Agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement within forty-five (45) days after the date when such payment is due. In such event, Service Partner shall have the right to recover for all services performed prior to the date of termination. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, Service Partner is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.

1.3 If either party terminates this Agreement, Service Partner will assist Client in the orderly termination of services, including timely transfer of the services to another designated contractor. Other than for termination by Client for cause, Client agrees to pay Service Partner the actual costs of rendering such assistance at then-current labor rates.

1.4 Service Partner shall be considered in material default of this Agreement, and such default will be considered cause for Owner to terminate this Agreement for any of the following reasons: (a) failure to maintain required insurance, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by Owner, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Service Partner or by any of Service Partner’s principals, partners, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) otherwise materially breaching this Agreement. In the event of such a default, Owner may terminate this Agreement for cause by giving Service Partner five (5) days written notice of termination.

2.0 Fees and Payment Schedule

Charges will be invoiced to Client monthly in the amount of fifty-two thousand five hundred twenty five (\$52,525.00) for up to seven hundred ninety-three (793) hours per month, and Client shall make payment in accordance with the provisions of the FLORIDA PROMPT PAYMENT ACT, Florida Statutes section 218.70 et seq. Service Partner reserves the right to suspend services if payment is not received within 45 days following due date.

It is understood that services requested by Client falling outside of the terms of this Agreement will be considered separate projects requiring written authorization from Client, and will be quoted and billed as separate, individual services at then-current rates.

3.0 Taxes

Client is tax exempt, it is understood and agreed that no federal, state, or local taxes shall be added to any invoice for services or materials rendered under this Agreement. Client shall provide Service Partner with a valid exemption certificate for the state of Florida.

4.0 Services and Coverage

Client desires to engage Service Partner for the IT augmentation and support of its information technology infrastructure as described below.

Key West Campus and Upper Keys Center (Key Largo)

1. IT Director Services CFK – This position provides the following services under the hours allocated.
 - Vendor Management – Manage all primary and secondary vendor for products, services and applications used by IT for service delivery to college employees and students.
 - Product Selection / Recommendation – Review request for new services. Attend product demonstrations and assist faculty and staff with recommendations.
 - Attend CIO Group Meetings – Attend CIO meetings to gather information relevant to the college from an IT perspective.
 - Vendor / Price Negotiation – Work with product vendors and distributors to negotiate lowest pricing with strongest SLAs offered.
 - Requisition and Invoice Processing – Draft requisitions for all IT services. Apply purchases orders to invoices and approve / forward for executive approval.
 - Construction IT Management – Represent IT for all construction projects. Bring issues to executive management and work to find solutions for issues caused by misunderstanding between non-IT resources and vendors.
 - Construction Site Review / Monitoring – Visit construction sites to observe and note issues. Walk site with vendors and inspectors to answer questions and to identify issues.
 - Architectural IT Review – Review architectural drawings from an IT perspective and provide insight and recommendations for changes as needed.
 - Coordination of Subject Matter Experts for Construction Meetings – Help architects and subcontractors to coordinate efforts with departments and subject matter experts that are not IT related.
 - Weekly Attendance for IT Meetings – Attend weekly meetings as requested to report project and ticket statuses as required per current leadership.
 - Weekly Attendance for Construction Meetings – Attend weekly and bimonthly meetings as requested. Provide status updates on IT related matters, pricing, and vendor schedules.
 - Technical IT Advisor to Facilities – Serve as a technical advisor to facility staff for all items IT related. Assist with security systems, telephony issues, and construction schedules.
 - Product and Service Review – Review current and new products from an IT perspective and provide guidance to avoid issues with implementation and / or integration.
 - Contract Management for Primary Application Vendors – Manage all contracts. Work with vendor to gather pricing and negotiate pricing if appropriate / approved. Assist vendors with contacts and key points of contact at the College for contract renewals / approvals.
 - Budget Development and Planning – Manage the IT budget in coordination with leadership. Develop IT budget to meet the technical needs of the College. Assist decision makers in understanding the negative impact caused by funding shortfalls or denials.

- Business Continuity Planning – Provide input to executive staff on IT needs related to business continuity planning. Challenge decisions and present data from the state and other governance bodies supporting the needs of the college and the need for system approvals / upgrades.
- Infrastructure Management – Oversee the infrastructure needs of the College. Identify redundancy needs and fight for their approval. Ensure that monitoring and alerting is enabled and that escalations internal and external are handled appropriately.
- Multi-Talent Response – Serve in every capacity needed to resolve issues. This ranges from construction manager, to helpdesk technician, field support technician, network engineer and systems analyst.
- Redundant Power Management of Battery and Generator Systems – Oversee and provide recommendations and veteran skillset to the management of secondary power solutions.
- IT Department Planning – Assist current leadership with a wide variety of planning needs as defined / shared from the executive committee meetings and handed down for action.
- Orientation Presentation – Delivery orientation presentations for new staff as required by TADA.
- Board Reporting – Provide monthly IT summaries for the board as requested by current leadership.
- Telecom Contracts Management – Manage telecom contracts while looking for better solutions that will increase quality of service, overall redundancy and stability of systems, and lower prices whenever possible.
- Risk Assessment Reporting Coordination and Support – Assist with risk reporting. Provide years of experience in security, data center and business continuity management when requested. Document identified risks and document steps taken or recommendations suggested.
- Source of escalation for Admin, Employee, and Student issues. Coordinating with other departments as needed.
- Monthly Fee – \$8,000.00 for 80 hours per month.

2. Network Administration Services CFK

- End user support.
- Staff training.
- Server administration.
- Cloud services administration.
- Infrastructure administration.
- Monthly Fee – \$8,925.00 for 105 hours per month.

3. Systems Analyst Services CFK

- Provide business application support, application tuning, upgrades, and installation of the following applications:

Academic Works	FortiVoice 500F
Ellucian/Advise	GoReact
Alma	GotoMeeting
APC UPS - Schneider	Handshake
Argos	Labster
Award Management	Maxient
Ellucian/Banner	Myhub
Ellucian/WebTailor	Nelnet
BetterMynd	NeoGov
Blackboard	NetCOBOL – In a backup role to RTS

BMS - HVAC Control system at UKC Canvas KnowB4 CFK Webcam / Website Deep Freeze Degree Works Rubex/Efile EFIS - FDOE Ethos Evisions/MAPS Evisions/Intellicheck Follett FortiFone Voice Admin Portal	Oracle – In a backup role to RTS Panapto Parking Permit Raiser's Edge Readspeaker Ellucian/Recruit smtp2go Spiceworks SPOL Planning TutorTrac Unifi Switch WiFi Controller Vicarius Topia Volante M365
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- Monitoring and support of all CFK EDI's {Electronic Data Interfaces} which include but are not limited to:
 - RFS - Retirement File
 - Handshake - Student Info/Potential Employers
 - Volante' - Point of Sale
 - Follett - Bookstore
 - TutorTrac - Student Info/Tutors
 - Alma - Library
 - Faster - Transcripts
 - Touchnet
 - Intellicheck
 - State Reporting
- Review all IT Resource Request Forms tied to Systems.
- Assistance with Microsoft 365 license management and installation of services.
- Coordinates and assists RTS with all systems related projects and tasks.
- Monthly Fee – \$2,400 for 24 hours per month.

4. Remote Help Desk Services CFK

- Identify and resolve technical issues reported by end-users.
- Diagnose the root cause of the problem and provide solutions.
- Assists with the installation and configuration of hardware and software, including operating systems, applications, and drivers.
- Perform routine maintenance tasks such as software updates, antivirus scans, and system backups.
- Provide support for network-related issues, including connectivity problems, DNS resolution, and firewall configuration.
- Help users who have forgotten their passwords or locked their accounts.
- Provide support for specific applications used by the organization, including troubleshooting issues and user training.
- Provide remote support to users who are not physically present in the same location. Use remote desktop software to access the user's computer and troubleshoot issues.
- Maintains documentation of support requests, resolutions, and procedures to create a knowledge base for future reference.
- Provide training to end-users on how to use hardware and software effectively and efficiently.

- Respond to client support tickets.
- Provide support of special events requiring IT.
- Respond to classroom technology issues.
- Setup and deploy new workstations.
- Coordinate disposal efforts of old equipment.
- Provide printer support.
- Install, configure, and support classroom systems.
- Provide projector and smart TV support.
- Monthly Fee – \$1,200.00 for 24 hours per month.

5. Onsite Help Desk Services

- Identify and resolve technical issues reported by end-users.
- Diagnose the root cause of the problem and provide solutions.
- Assists with the installation and configuration of hardware and software, including operating systems, applications, and drivers.
- Perform routine maintenance tasks such as software updates, antivirus scans, and system backups.
- Provide support for network-related issues, including connectivity problems, DNS resolution, and firewall configuration.
- Help users who have forgotten their passwords or locked their accounts.
- Provide support for specific applications used by the organization, including troubleshooting issues and user training.
- Provide remote support to users who are not physically present in the same location. Use remote desktop software to access the user's computer and troubleshoot issues.
- Maintains documentation of support requests, resolutions, and procedures to create a knowledge base for future reference.
- Provide training to end-users on how to use hardware and software effectively and efficiently.
- Respond to client support tickets.
- Provide support of special events requiring IT.
- Respond to classroom technology issues.
- Setup and deploy new workstations.
- Coordinate disposal efforts of old equipment.
- Provide printer support.
- Install, configure, and support classroom systems.
- Provide projector and smart TV support.
- Monthly fee – \$24,000.00 for three dedicated full-time agents, two at the Key West Main Campus and one at the Upper Keys Center for a total of four hundred eighty (480) hours.

6. Security and Infrastructure CFK

- Password credential tracking and management.
- Implement approved security applications including Enhanced Detection and Response software.
- Develop and maintain network and server documentation.
- Monitor security trends and adjust security settings as applicable to minimize risk.
- Perform or coordinate security pen tests and internal network scans.
- Update firmware as needed to respond to security alerts by vendors.

- Respond to state security audit responses.
- Aid leadership with policy development.
- Monitor security issues 24x7.
- Respond to security and infrastructure incidents.
- Respond to security and infrastructure alarms and monitor alerts.
- Configuring and responding to hardware issues.
- Back up network configuration.
- Firewall, Router, Switch, and WiFi configuration, management, and support.
- Management of college end point security software including deployment and auditing of licenses.
- Management of college remote access solutions including single sign-on.
- Monthly Fee – \$8,000.00 for 80 hours per month.

A reconciliation of service hours will be completed upon completion of the agreement. A credit shall be issued proportionate to the rate of service type for net hours that are less than six hours (600) of the annual contract, and additional time will be billed at \$125.00 for net hours that exceed six hundred hours (600) of the annual contract hours.

4.1 Remote Support

Remote helpdesk, management, and remediation of Client's information technology infrastructure and networks will be provided to the Client by Service Partner through remote means 24 hours per day, 7 days per week, 365 days per year including public holidays.

4.2 Support and Remediation

Service Partner will respond to Client's trouble tickets within 2 hours. Trouble tickets must be opened by Client's designated contact person(s), by email or phone to Service Partner's help desk. Unless it is immediately clear that a service call requires on-site service, Service Partner will treat each service call as a remote service call. Each call will be assigned a trouble ticket number for tracking.

4.3 Service outside Normal Working Hours

Outside of normal business hours (8:00 am – 6:00 pm Monday through Friday) SCHEDULE support and remediation services will be provided by a designated on-call person(s), who will attempt to remediate the issue and/or alert/involve additional resources. However, requests for support outside of normal business hours must be initiated via a phone call to the Service Partner's designated on-call person(s).

4.4 Service Calls Minimum Charge

If Client requests on-site service that is outside the scope of this Agreement, Client shall be billed for a minimum of 1-hour labor at the rate of one hundred twenty-five (\$125.00 per resource hour). Travel and lodging expenses, if applicable, will be billed at cost and as incurred. Should an on-site service be required due to an error or issue caused by Service Provider, Client shall not be responsible for the minimum charge, travel, and expenses.

4.5 Emergency on-site service

In the event of an emergency requiring onsite service, whether that on-site service is within or is outside of the scope of this Agreement, and whether the emergency occurs within or outside of normal business hours, Service Partner will respond to Client's emergency, and will be on-site, within 24 hours of the occurrence of the emergency. For the

purposes of this paragraph, an emergency is a situation that poses (or is likely to pose) an immediate risk to health, life, property, or the environment; and/or a situation that causes (or is likely to cause) a disruption to, or the interruption of, the regular and normal services provided by the Client.

5.0 Additional Maintenance Services

5.1 Hardware/System Support

Service Partner shall provide support of all hardware and systems, provided that all critical hardware is covered under a currently active vendor support contract; or replaceable parts be readily available, and all software be genuine, currently licensed and vendor supported. Should any hardware or systems fail to meet these provisions, Service Partner reserves the right to exclude them from this Agreement. Should third party vendor support charges be required to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

5.2 Monitoring Services

Service Partner shall provide the following.

- System and application services
- System and application processes
- Backup status
- Backups
- Hardware health
- Patch status
- Logs
- CPU, memory, and disk usage
- Antivirus status
- Licensing status
- System Updates and service packs
- Firewall status
- Connectivity
- VPN connectivity
- CPU and memory usage
- Temperatures
- Security events
- Firmware

6.0 Client Responsibilities and Minimum Best Practices Baseline Targets

6.1 Under this Agreement, the Client agrees that, within a reasonable timeframe and as Client's budget allows, Client's existing environment will be brought up the following minimum baseline per industry-recognized Best Practices:

6.1.1. All server and desktop software must be genuine, licensed, and vendor supported.

6.1.2 The environment must have a currently licensed, vendor-supported, business-grade hardware firewall between the internal network and the internet, as mutually agreed upon by both parties.

6.2 Under this agreement, the Client agrees that the existing environment will meet and maintain the following minimum baselines upon execution of this Agreement:

a. The environment must have a currently licensed, up-to-date, and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email, as mutually agreed upon by both parties.

b. The environment must have a currently licensed, vendor-supported server-based backup solution, as mutually agreed upon by both parties.

6.2.3 Client is expected to maintain manufacturer's warranties on all hardware, as mutually agreed upon by both parties. Client understands that any repair or replacement parts provided for failed hardware that is not under warranty will be billed outside of this Agreement.

6.2.4 Client is required to maintain active support agreements with any third-party software vendor that does not include free support for its products in order for that application to be supported under this Agreement.

6.2.5 Client understands that Service Partner will limit user access to network resources and access levels required for those users to do their jobs. Service Partner will provide full access to network resources to anyone the client designates, but managed access to the network resources is a critical part of maintaining a controlled, efficient, and product technology environment.

6.2.6 Service Partner shall communicate and work directly with third parties concerning any third-party activity on Client's network or hardware, or the addition by a third party of additional critical hardware or software to Client's systems.

Costs required to bring Client's environment up to baseline are not included under this Agreement and if mutually agreed upon by both parties would be quoted separately.

7.0 Indemnification

7.1 Indemnification

Service Partner shall defend, indemnify, and hold harmless Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description, including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss (real or alleged) sustained by any person or persons arising out of (1) negligent, intentional acts or omissions of Service Partner, its employees, subcontractors or agents, including, but not limited to any claims for personal injury, including any injuries or damages sustained by Service Partner's employees, property damage, or infringement of copyright, patent, or other proprietary rights; or (2) any other claims of any nature whatsoever arising out of the Service Partner's performance of the services to be provided pursuant to this Agreement, or Service Partner's failure to perform or comply with any requirements of this Agreement, including specifically but not limited to employment-related claims arising under the common law or based upon any federal, state, or local statutes, ordinances, or regulations.

Client shall protect, indemnify and hold the Service Partner, its affiliates, Lenders, officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any damage to any Service Partner owned property or death, bodily or personal injury to any person, occurring in or about Client's campuses, to the extent that such injury or damage shall be caused by or arise from any intentional act or negligence

by or of Client, its agents, contractors or employees. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Client as set forth in Section 768.28, Florida Statutes.

Subject to the limitations set forth in Section 7.3, Service Partner and Client each agree to indemnify defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software or Confidential Information (hereinafter defined) provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party, to the extent permitted by Florida law.

7.2 Intentionally deleted.

7.3 Procedures.

All indemnification obligations under this Section 7.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

The provisions within this Section 7 shall survive the expiration or termination of this Agreement.

8.0 Confidentiality

8.1 Scope of Obligation

In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care.

Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as

expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

Service Partner further acknowledges and understands that third parties and vendors of Client that Service Partner will be monitoring and working with may have their own confidentiality provisions, of which Service Partner is obligated under this Agreement to comply with.

8.2 Exceptions

Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates; (b) is received by the receiving party from a third party without any restriction on confidentiality; (c) is independently developed by the receiving party or its affiliates; (d) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (e) is approved for release by prior written authorization of the disclosing party.

8.3 Residual Rights

Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

8.4 Irreparable Harm.

Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

8.5 Survival of Obligation.

The terms and provisions of this Section 8.0 shall survive any expiration or termination of this Agreement.

9.0 Ownership of Work Product

9.1 General

All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes, or other work product created by Service Partner during the course of performing the services shall belong exclusively to Service Partner, and Client shall have no right or interest therein. Unless this Agreement is terminated by Service Partner for Client's material breach or failure to make payments to Service Partner, Service Partner hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Client's internal business purposes, the object code form of any application software programs, or other work product created by Service Partner in performing the services under this Agreement.

9.2 Development Tools

Notwithstanding anything to the contrary in this Agreement, Service Partner will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the managed services which are based on trade secrets or proprietary information of Service Partner or are otherwise owned or licensed by Service Partner. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Service Partner or Client to violate the proprietary rights of any third party in any software or otherwise.

The provisions of this Section 9.0 will survive the expiration or termination of this Agreement.

10.0 Right to Engage In Other Activities

Client acknowledges and agrees that nothing in this Agreement will impair Service Partner's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Service Partner similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

10.1 Independent Contractor

In the performance of the work hereunder, Service Partner shall be an independent contractor and not an employee of Client. Service Partner is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Client unless expressly authorized in writing by Client. Client will not pay or withhold federal, state, or local income tax or other payroll tax of any kind on behalf of Service Partner or its employees. Service Partner is not eligible for, not entitled to, and shall not participate in any of Client's employee, health, or other benefit plans. Service Partner is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. Service Partner indemnifies Client and holds it harmless against any fines, damages, assessments, or attorney fees in the event a court or administrative agency shall find that Service Partner or anyone engaged through Service Partner is an employee of Client.

Nothing in this Agreement constitutes Client a partner of Service Partner or a joint ventures or member of a common enterprise with Service Partner.

11.0 Settlement of Disputes

11.1 In the event a dispute arises regarding the interpretation of the terms and conditions of this Agreement, the parties agree to meet with each other in an effort to achieve a good faith resolution of the dispute within five working days of the date either party receives written notification from the other that there is a dispute.

In the event the parties are unable to arrange a meeting within the required time, the parties may mutually agree, in writing, to schedule the meeting at a later date. In the event the meeting is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

Either party's willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

In the event the parties are unable to reach an amicable resolution of the dispute at the meeting required above, the parties agree to participate in non-binding mediation in a good faith effort to resolve the dispute within ten

working days of the date of their initial dispute resolution meeting. The mediator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree, the mediator shall be selected in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs in participating in any such mediation, and one half of the costs of the mediator.

In the event the parties are unable to arrange mediation within the required time, the parties may mutually agree, in writing, to schedule the mediation at a later date. In the event the mediation is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from or related to the dispute.

11.2 Litigation

If the parties are unable to resolve the dispute by mediation, the Client shall retain any and all rights Client may have to institute a legal action to enforce Client's interpretation of the Agreement, and Client is entitled to recover any damages authorized by the Agreement to the extent permitted by Florida law.

12.0 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

13.0 Default

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

14.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Venue for all legal actions under this Agreement shall be in Monroe County, Florida or in the federal Courts serving Monroe County Florida.

15.0 Service of Notice

All notices or other relevant communications required hereunder shall be in writing and shall be deemed to be sufficient if personally delivered, sent by registered or certified mail (return receipt requested) or express courier service with postage and/or courier charges pre-paid to the parties' respective addresses provided above. In the event, there is a limited time to respond to any notices given under this Agreement, the period of time to provide

notice shall run from the date of receipt of the notice by Client or Service Partner. In no event shall notices delivered by facsimile or electronic mail be considered "notice" under the terms and conditions of this Agreement.

For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is Frank Huston and, the Authorized Representative of Client is Brittany Snyder and may not be changed except in writing specifically referring to this paragraph of the contract. Any communication addressed to any other individuals shall not serve as notice under the terms and conditions of this Agreement.

16.0 Insurance Service Partner shall carry insurance to financially support indemnification of Client as provided herein, including, but not limited to the following:

a. General Liability Insurance with all the following:

1. Bodily injury limits of not less than \$1,000,000 Dollars for each occurrence/ \$2,000,000 Dollars aggregate.
2. Property damage limits of not less than \$1,000,000 Dollars for each occurrence/ \$2,000,000 Dollars aggregate.

b. Workers' Compensation Insurance in accordance with the laws of the State of Florida

c. Technology errors and omissions insurance

d. Cyber liability insurance

16.1 All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Service Partner, Service Partner has delivered to Client properly executed Certificates of Insurance evidencing the fact that Service Partner has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to the Client, on a timely basis, if requested by Client. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given Client of any cancellation, intent not to renew, or reduction in the policies' coverages.

16.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

a. The term "College of the Florida Keys" shall include the College of the Florida Keys Board of Trustees, a body corporate, the College of the Florida Keys System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the College of the Florida Keys Board of Trustees.

b. All insurance policies, other than the Workers Compensation policy, provided by Service Partner to meet the requirements of this Agreement shall name The College of the Florida Keys, as that name is defined in 16.2(a), above, as an additional insured as to the operations of Service Partner under the Agreement and each policy shall contain a severability of interest provision reasonably acceptable to Client.

c. Companies issuing the insurance policy or policies shall have no recourse against Client for payment of premiums or assessments for any deductibles. Such payments shall be the sole responsibility of Service Partner and at the sole risk of Service Partner.

d. All insurance coverages of Service Partner shall be primary to any insurance carried by Client applicable to this Agreement, and the "Other Insurance" provisions of any policies obtained by Service Partner shall not apply to any insurance carried by Client.

e. If an "ACCORD" Certificate of Liability Insurance form is used by the Service Partner, the words "endeavor to" and "... however, failure to mail such notice shall impose no obligation or liability of any kind upon the firm, its agents or

representatives" in the "cancellation" paragraph of the form shall be deleted.

16.3 Should at any time Service Partner not maintain the insurance coverages required in this Agreement, Client may cancel the Agreement, reserving all remedies available hereunder or otherwise in law or at equity, or, at its sole discretion, shall be authorized to purchase such coverages and charge Service Partner for such coverages purchased.

17.0 Advertisement. Service Partner may not use the name of Client or any variation thereof for advertising or publicity purposes without first obtaining written permission from Client.

18.0 Entire Agreement and Modifications

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall not be more strictly construed against either party.

No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

19.0 Severability

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

20.0 Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures, or loss of an IP address or other disruption to internet connection caused by a third party. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

21.0 Non-Solicitation of Employees

Client acknowledges that Service Partner has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Service Partner's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other during the term of this Agreement, without first receiving Service Partner's written consent.

22.0 Client Required Provisions

22.1 Service Partner agrees, for both itself and all of its sub-consultants and subcontractors, to comply with all of Client's rules and regulations with respect to safety and security at the Client's facilities, including Client's drug program, as said rules and regulations may be modified and amended by Client from time to time.

22.2 Service Partner certifies that no person or sub-consultant will be assigned to work on any work pursuant to this Agreement that poses any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of CLIENT. Further, Service Partner agrees to hold harmless CLIENT and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of CLIENT by Service Partner's employees or sub-consultants assigned to do work pursuant to this Agreement.

22.3 Service Partner represents that neither Service Partner nor any of its sub-consultants or subcontractors is listed on the "Convicted Vendor List" as such term is defined in Section 287.133, Florida Statutes, and that Service Partner's entry into this Agreement will not violate the terms of Section 287, Florida Statutes. Service Partner will promptly notify Client if Service Partner obtains actual knowledge that any sub-consultant or subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the Convicted Vendor List.

In accordance with the legislative mandate set out in sections 1012.32, 1012.465, and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this contract have completed all background screening requirements pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirement of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide the College with a list of all employees and/or sub-contractors who have completed background screenings as required by the above referenced statutes and they meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or subcontractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the College immediately upon becoming aware that one of its employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the College of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within five (5) days of its occurrence shall constitute grounds for immediate termination of this contract by the Contractor. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a materials breach of the contract entitling the College to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this contract.

22.4 Client is an E-verify employer. Service Partner must be enrolled in E-Verify with the federal Department of Homeland Security at the time of performance of services under this Agreement. Service Partner must provide proof of enrollment as a professional in E-verify at the time of Client's award of this Agreement to Service Partner. If not,

then Client may terminate this Agreement immediately upon notice to Service Partner for any violation of this provision. After enrollment in E-Verify, Service Partner shall use E-Verify to initiate verification of employment eligibility of all new hires, including consultants, agents, or representatives of Service Partner who are assigned to the Project or intended to perform work or services under this Agreement. Service Partner shall complete the E-Verify of Service Partner's new hires within three (3) business days after the date of hire.

22.5 Service Partner shall comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida (collectively, the "Public Records Laws") and shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control which are subject to the provisions of Chapter 119, Florida Statutes, and made or received by Service Partner in conjunction with this Agreement and related to Agreement performance. Failure of Service Partner to abide by the terms of this provision shall be deemed a material breach of this Agreement and Owner may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement. Service Partner is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

IF SERVICE PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SERVICE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 809-3109, beren.lindenberg@cfk.edu , 5901 College Road, Key West, FL 33040 ATTN: Public Records.

23.0 Sovereign Immunity

Service Partner acknowledges and agrees that nothing contained herein shall be construed or interpreted as (i) denying to Owner any remedy or defense available to it under the laws of the State of Florida; (ii) the consent of the Owner or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of sovereign immunity of the Owner or of the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.

24.0 Agreement Headings and Numbering

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

25.0 Time is of the Essence. Time shall be of the essence under this Agreement.

26.0 Waiver The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

27.0 Authority Each party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

EXECUTED as of the date written below each signature in several counterparts, each of which shall be deemed an original, but all of which constitute only one agreement.

SERVICE PARTNER:

CLIENT:

**Networked Solutions, Inc., a Florida corporation
D/B/A EssentialNet Solutions**

**The College of The Florida Keys, a Florida
College System Institution**

Name: Frank Huston

Name: Brittany Snyder

Title: President

Title: EVP & CFO

Authorized
Signature:

Authorized
Signature:

Date:

Date: