



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept a non-standard agreement with WOnline, Inc. to license the annual access to the tutoring and appointment platform. Fiscal Impact: \$3,750.00 (cumulative \$9,350.00)

Presenter(s): Priscilla Suarez, Vice Provost, Academic Services

What is the purpose of this contract and why is it needed? Request that the Broward College Board of Trustees authorize the contract with WOnline, Inc. to provide appointment system services that support the Broward College Academic Success Center scheduling and supplemental remote tutoring service for all enrolled students.

What procurement process or bid waiver was used and why? Small purchase for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there is no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. One quote was obtained by the requesting department to identify the best value for the required commodity or service.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, as this is a continued service for all ASC locations.

What fund, cost center and line item(s) were used? Fund: FD100 Unrestricted Operating Fund; Cost Center: CC0185; Business Unit: BU010, BU020, and BU030; Line Item: 65500 Educational, Office/Department Material & Supplies.

Has Broward College used this vendor before for these products or services? Yes. This Vendor is used at all ASC locations.

Was the product or service acceptable in the past? Yes. It is valued amongst Broward College students and ASC staff. It allows students to easily make tutoring appointments, provide a remote learning platform, and provides internal ASC Operations reporting.

Was there a return on investment anticipated when entering this contract? Yes. Tutoring supports student success by providing supplemental learning opportunities to meet the Colleges retention and completion goals.

Was that return on investment not met, met, or exceeded and how? The return on investment was met as it formalized the way we provided unlimited tutoring support to students. Firstly, the platform allows students to schedule a definitive time to meet with a qualified tutor as we recognize the limited time students must get this type of support. Also, the platform allows the tutor and tutee a virtual meeting space for remote tutoring appointments, when necessary.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes. Providing supplemental learning opportunities supports student retention. The ASC's monitor our student success data each term to ensure we remain effective in our efforts.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: \$3,750.00 CC0185, FD100, PG00160, BU010, BU020, BU030

10/29/24	CC0185 · Learning Lab	(\$1,250.00)
	Central 12/01/2025-11/30/2025	
10/29/24	CC0185 · Learning Lab	(\$1,250.00)
	South 12/01/2025-11/30/2025	
10/29/24	CC0185 · Learning Lab	(\$1,250.00)
	North 12/01/2025-11/30/2025	

TOTAL: (\$3,750.00)

Jamonica Rolle

Jamonica Rolle, Vice Provost, Academic Affairs 8/29/2024














APPROVAL PATH: 12487 WOnline, Inc - Product Subscription FY2024 -2025

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	
2	Alina Gonzalez	Review		Completed	
3	Raj Mettai	Review		Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
5	Zaida Riollano	Procurement Approval		Completed	
6	Christine Sims	Budget Departmental Review		Completed	
7	Rabia Azhar	CFO Review		Completed	
8	Legal Services Review Group	Review and Approval for Form and		Completed	
9	Electronic Signature(s)	Signatures obtained via DocuSig 		Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
11	Board Clerk	Agenda Preparation		Pending	
12	District Board of Trustees	Meeting	12/10/24 11:00 AM	Pending	

From: [Support Representative](#)
To: [Cesar Nin](#)
Cc: [Natalie Roberts Williams](#); [Yehimi Hernandez](#)
Subject: WCONLINE: Invoice #33507897
Date: Friday, August 23, 2024 5:36:01 PM

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INVOICE 33507897

Invoice Date: August 22, 2024
Due Date: December 1, 2024

UNPAID

INVOICED TO:
Cesar Nin
Broward College
3501 SW Davie Road, Bldg. 17/Rm. 230
Davie, Florida 33314
cninalma@broward.edu

DESCRIPTION	AMOUNT
WCONLINE - Product Subscription - bc.mywconline.net (December 1, 2024 to November 30, 2025)	\$1250.00
TOTAL	\$1250.00

TRANSACTION LOG:

DATE	METHOD	TRANSACTION ID	AMOUNT
AMOUNT DUE			\$1,250.00

WCONLINE INC
<https://www.mywconline.com>
FEIN: 92-3686339

Remittance Address
1159 2nd Ave #116
New York, NY 10065

Billing Portal:
<https://billing.261lc.com>

From: [Support Representative](#)
To: [Tania Phillips](#)
Cc: [Beau Mitchell](#); [Sofia Negrón](#)
Subject: WCONLINE: Invoice #33509464
Date: Friday, August 23, 2024 5:35:36 PM

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INVOICE 33509464

Invoice Date: August 22, 2024
Due Date: December 1, 2024

UNPAID

INVOICED TO:
Dr. Tania Phillips
Broward College
1000 Coconut Creek
Coconut Creek, Florida 33066
tphill1@broward.edu

DESCRIPTION	AMOUNT
WCONLINE - Product Subscription - broward.mywconline.com (December 1, 2024 to November 30, 2025)	\$1250.00
TOTAL	\$1250.00

TRANSACTION LOG:

DATE	METHOD	TRANSACTION ID	AMOUNT
AMOUNT DUE			\$1,250.00

WCONLINE INC
<https://www.mywconline.com>
FEIN: 92-3686339

Remittance Address
1159 2nd Ave #116
New York, NY 10065

Billing Portal:
<https://billing.261lc.com>

From: [Karen Magnus](#)
To: [Gayla Jauch](#)
Subject: Fw: WCONLINE: Invoice #33507896
Date: Wednesday, August 28, 2024 2:57:19 PM
Attachments: [image857522.png](#)
[image148418.png](#)
[image571871.png](#)
[image596766.png](#)
[image161460.png](#)
[image023416.png](#)
[image073527.png](#)
[image730167.png](#)

Hi Gayla,

Please see the WCONLINE invoice received below.

Sincerely,
Karen M. Magnus, M.S. Ed



Karen Magnus (She/Her/Hers)
Associate Dean, Academic Success Center, Broward College
P: +1 (954) 201-8863
E: kmagnus@broward.edu | **W:** broward.edu
A: 7200 Pines Blvd.
Pembroke Pines, FL 33024



From: Support Representative <support@26llc.com>
Sent: Friday, August 23, 2024 5:35 PM
To: Karen Magnus <kmagnus@broward.edu>
Subject: WCONLINE: Invoice #33507896

CAUTION: This email originated from outside of Broward College. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.



INVOICE 33507896

Invoice Date: August 22, 2024
Due Date: December 1, 2024

UNPAID

INVOICED TO:
Karen Magnus
Broward College
7200 Pines Blvd
Pembroke Pines, Florida 33024
kmagnus@broward.edu

DESCRIPTION	AMOUNT
WCONLINE - Product Subscription - broward.mywconline.net (December 1, 2024 to November 30, 2025)	\$1250.00
TOTAL	\$1250.00

TRANSACTION LOG:

DATE	METHOD	TRANSACTION ID	AMOUNT
AMOUNT DUE			\$1,250.00

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<https://www.mywconline.com>
FEIN: 92-3686339

Remittance Address
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New York, NY 10065

Billing Portal:
<https://billing.261lc.com>

VERSION 2.3.3 - Amended for Broward College

Terms of Service

This agreement governs your **acquisition** and **use** of our services.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FOR SERVICES GOVERNED BY THIS AGREEMENT, OR BY USING SERVICES GOVERNED BY THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

This Agreement was last updated on November 22, 2022. It is effective between You and Us as of the date of You accepting this Agreement.

This Agreement is divided into the following sections:

- Definitions
- Security and Service Policy
- Payment and Cancellation Policy
- Privacy Policy
- Liability, Disclaimer and Other Miscellaneous Policy

DEFINITIONS

"**We**," "**Us**" or "**Our**" means the TWENTY SIX DESIGN LLC company, a Florida limited liability corporation based at 52 Riley Road #380, Celebration, FL 34747.

"**You**" or "**Your**" means the individual, company, organization, or other legal entity for which you are accepting this Agreement. For the purposes of this agreement, "You" and "Your" also refer to the individuals or "Users" which you have allowed to use our services.

"**Services**" and "**Your Services**" means the products and services that are ordered by you from us. "Our Services" means all products and services offered by us, regardless of whether or not you have ordered such services.

"**System**" means the infrastructure, computers, and networking equipment that we use to provide our services.

"**Your Data**" means all electronic data or information submitted by you to us. This includes electronic data or information submitted by users of your services.

ACCEPTABLE USE POLICY

NO ILLEGAL, HARMFUL OR OFFENSIVE USE OR CONTENT

You may not use, or encourage, promote, facilitate or instruct others to use, our services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is, at our sole discretion, illegal, harmful, or offensive. Prohibited activities or content include:

- **Illegal Activities.** Any illegal activity or violation of any applicable local, state, national or internal law or regulation.
- **Harmful or Fraudulent Activities.** Activities that may be harmful to others, our operations or reputation, or engaging in other deceptive practices.
- **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable.
- **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data. This includes the use of any of our systems or servers for activities related to or used for the mining or management of cryptocurrencies.
- **Offensive or Unprofessional Interactions and Activities.** Communicating with us in any manner that we deem to be offensive or unprofessional. This includes the use of demeaning, sexist, racist, or offensive language, bullying, or any other activity designed to intimidate or belittle us.

NO SECURITY VIOLATIONS

You may not use our services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device. Prohibited activities include:

- **Unauthorized Access.** Accessing or using any of our services without permission, including attempting to probe, scan, or test the vulnerability of a system or service or to breach any security or authentication measures used by us.
- **Interception.** Monitoring of data or traffic on a system or service without permission.
- **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route.

NO NETWORK ABUSE

You may not make network connections to any users, hosts, or networks, or make unauthorized connections to our systems, unless you have written permission to communicate with them or us. Prohibited activities include:

- **Monitoring or Crawling.** Monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
- **Denial of Service (DoS).** Inundating a system with communication requests so the system either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- **Intentional Interference.** Interfering with the proper functioning of any system or service.
- **Avoiding System Restrictions.** Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- **Sending Unauthorized E-Mail Messages.** Distributing, publishing, sending, or facilitating the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements.

OUR MONITORING AND ENFORCEMENT

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of our services or systems. We may: investigate violations of this Policy or misuse of the service; or remove, disable access to, or modify any content or service that violates this Policy.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer or user information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing system information related to the alleged violations of this Policy. Per our termination policy below, violations of our acceptable use policy could result in the immediate termination of all services.

REPORTING OF VIOLATIONS OF THIS POLICY

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, including claims of copyright infringement, please contact: support@26llc.com. Upon receipt of an effective notice, we will take appropriate action pursuant to internal policies and applicable laws.

SECURITY AND SERVICE POLICY

OUR RESPONSIBILITIES

We shall:

- provide reasonable support for your services to you at no additional charge. With the exception of near-immediate responses to service outages, all support will be provided within twenty-four to forty-eight hours of the request and via one of our support mediums. Should a support request demand work on our part that we determine to be unreasonable, we will state the cost of providing such support before moving forward with the request.
- use commercially reasonable efforts to make your services available 24 hours a day, 7 days a week, except for planned or emergency downtime or any unavailability caused by circumstances beyond our reasonable control, including without limitation acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service provider failures or delays, denial of service attacks, or system hardware or software failure.
- use commercially reasonable efforts to protect your data, as defined below in "Protection of Your Data."

LICENSE

We grant you a non-exclusive and non-transferable license to access and use our services and to allow your users to access and use your services, subject to the terms of this Agreement. For custom development projects (and unless a signed and executed agreement between us and you states otherwise), we retain the copyright to all coding elements of all projects; however, we provide you with a license for you to use those elements in the deliverables of a given project. Additionally, we agree to extend that license in perpetuity as long as you continue hosting the project with us. At no time will we exercise ownership over or copyright to data you enter into our products or that is housed within our services.

PROTECTION OF YOUR DATA

All of our systems and internal networking equipment are constantly monitored by us and by an outside agency, and are subject to weekly security audits from an outside agency. We maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your data. All of your data is housed in protected database systems and subject to constant and retained backups.

We shall not modify your data, disclose your data except as compelled by law, as stated within this Agreement, or as expressly permitted in writing by you. We will not access your data except to provide your services and prevent or address service or technical problems, unless at your request in connection with customer support matters.

We acknowledge and agree that electronic communications and databases, including those such as our services, are subject to errors, tampering and break-ins. While we do use commercially reasonable efforts to protect your data, and while we do utilize the services of outside agencies to audit our system security, we do not guarantee or warrant that errors, tampering, break-ins, or other such events will not take place with respect to our services. Should we become aware of any unauthorized access to or release of, or potential release of your data, we will notify you within twenty-four hours of that discovery. Additionally, within seventy-two hours of that discovery, we will update you on our reaction to that discovery.

When cardholder data is used by one of our services or systems, we warrant that such data is handled in accordance with PCI requirements. You agree that all inquiries or legal concerns regarding the loss or exposure of such data shall be against our payment processor or the manufacturer of the software and programs that house your credit card data and that, unless we are the manufacturer of such software or programs, you shall hold us harmless for such. If your service allows you to enter form questions, you agree that no such question will be used to collect cardholder data and that doing so is a violation of this Agreement for which you will be solely responsible.

CONFIDENTIALITY OBLIGATIONS

Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

FLORIDA PUBLIC RECORDS LAW

The User is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of the User shall comport with Florida's Public Records Laws. Vendor shall allow public access to all project documents

and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

USAGE LIMITATIONS

Services may be subject to other limitations, such as, for example, limits on the number of locations that can use a single service.

A subscription to WCONLINE is licensed for use by an unlimited number of students, staff, administrators, and centers (including various types of centers) on a single campus. For the purposes of this license, a "campus" is defined as a single geographical location with a single company or institutional title and with a unique student body and a unified faculty and staff. Limited exceptions to this "usage limitation" can be made by petition of the subscriber and at the discretion of TWENTY SIX DESIGN LLC. WCONLINE can also be used by institutions which conduct their business primarily online. That use is governed by our [Terms of Service Supplement for Online-Only Institutions](#).

RETURN, TRANSFER OR DESTRUCTION OF PERSONAL INFORMATION

All services provide you with the opportunity to download a copy of your data, and you are solely responsible for doing so before canceling your services with us. Within twenty-four hours of your request to cancel your service or services, we will remove access to your services and disconnect your data from our systems. While we are under no obligation to do so (and while we typically delete your data immediately and permanently when you cancel), we may retain your data for up to one year after you have cancelled (in the form of off-site backups). In no more than one year, and once those backups expire, your data will be permanently destroyed.

PAYMENT AND CANCELLATION POLICY

You agree to supply appropriate payment for the services received from us and that, unless you terminate your service or services with us per the "Termination" policy below, those services will be billed on a recurring basis. As our client, it is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You are also responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

If you have not paid for your services within sixty days of being invoiced for those services, then at our discretion, we may suspend your services until such amounts are paid in full. We also reserve the right to employ the services of an outside collection firm to recover the outstanding balance. We will not exercise our rights to service suspension, or a collection firm if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

Unless otherwise stated, our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction. You are responsible for paying all such taxes associated with your services. If we have the legal obligation to pay or collect such taxes for which you are responsible under this paragraph, such as for sales tax, the appropriate amount shall be invoiced to and paid by you unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

TERM

The initial term of this Agreement and of your services will commence on the date that you place an order or a request for a trial with us and will continue until terminated either by us or by you as per the "Termination" policy below. If your services are not subscription services or are one-time services, such as some design services, then the term will end once the terms of the separate service contract have been fulfilled or once the requested service has been delivered by us to you. If your services are provided through SiteTenders.com, then this term section does not apply (as the term is governed by your signed agreement with us).

Shortly before the beginning of each term, we will invoice you for the next term. Payment is due within thirty days of the mailing, either via e-mail or U.S. Mail, of such an invoice.

FREE AND NO-RISK TRIALS

For some of our services, we offer a free or no-risk trial. This trial does not waive your requirement to pay for the service. For free trials, you are responsible for paying for the service after the trial period unless you terminate the service within the trial period. For no-risk trials, you are responsible for paying for the trial period and for the next service term after the conclusion of the trial period. If you cancel an account within the trial period, and then sign up again less than six months later, that indicates a decision to use the service and will result in invoicing for the trial period.

We never terminate your service automatically at the end of a trial. You understand that you are responsible for all service payments until you terminate your service per the "Termination" policy below.

TERMINATION

You have the right to terminate your service at any time. Terminations must be done in writing via e-mail or trackable carrier. Once we receive your termination request and have confirmed all necessary information with you, we will inform you in writing, usually via e-mail, that your account has been cancelled. Until you have received such notice or one day after provable receipt of such notice (such as via a trackable delivery number), you are responsible for all service payments.

We reserve the right to terminate your services at any time with or without notice. If your services are terminated by us, you will receive a pro-rated refund of any paid subscription fees for a time period that has not yet passed. If you violate this Agreement, as solely determined by us, you waive your right to a refund.

Some of our services, such as our print publications and design services, are not refundable regardless of the reason for service termination. If your services are provided through SiteTenders.com, then this termination section does not apply (as termination is governed by your signed agreement with us).

PRIVACY POLICY

We want you to be informed about how we protect the privacy of our clients (including the students, instructors, business owners, and others who use our programs and subscribe to our services).

We do not collect personally identifiable information about individuals through our sites or programs without the individual's explicit knowledge, and all such information is collected directly from that specific individual. We use the information we collect from individuals only to allow them to access and use our programs or to service their subscriptions.

We do not sell, share, or distribute in any way any information that we collect, nor do we use such information for any other purpose than explicitly stated here. All information contained in TWENTY SIX

DESIGN LLC databases is stored on secure servers solely used and managed by TWENTY SIX DESIGN LLC.

Our relationship is with you in the sense that you, as the entity paying us to provide a given service, are our client. If you are in an area with local, state, or national laws that concern privacy or data consent, you acknowledge that you are solely responsible for those laws and agree to hold us harmless from any and all demands, liabilities, losses, costs and claims related to those laws. Should you need to add a notice or question to our service in order to be compliant with such laws (or should you need to remove data from your service in response to such laws), you agree to do so or ask us for help in doing so.

On some of our services, we use cookies to give you the best possible experience--such as to allow you to remain logged in instead of having to log in repeatedly. If you continue without changing your settings, we'll assume that you are happy to receive all cookies.

Should you have any questions about this policy, please contact us via any of the methods on the contact page of our site.

LIABILITY, DISCLAIMER AND OTHER MISCELLANEOUS POLICY

Both we and you acknowledge that this Agreement will be governed by the laws of the State of Florida, without regard to choice or conflicts of law rules. Additionally, both we and you agree to the exclusive jurisdiction of the courts of Osceola County, Florida for all matters governed by this Agreement. We and you hereby waive any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

You agree to submit to binding arbitration. If any disputes or claims arise against us, such disputes will be handled by an arbitrator of our choosing. An arbitrator from the American Arbitration Association will be selected. All decisions rendered by the arbitrator will be binding and final and the arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration laws, governs all arbitration under this paragraph. You are also responsible for any and all costs related to such arbitration.

DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER YOU NOR WE MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

Neither your nor our liability with respect to any single incident, as defined by us, arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the amount paid by you hereunder in the six (6) months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by you hereunder.

INDEMNIFICATION

You agree that you shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, our agents, our customers, officers and employees, that may arise or result from any service provided or performed or

agreed to be performed or any product sold by you, your agent, employee, or assigns. You agree to defend, indemnify and hold us harmless against liabilities arising out of any injury to person or property caused by any products sold or otherwise distributed in connection with us, any material supplied by you infringing or allegedly infringing on the proprietary rights of a third party, any claims of copyright infringement, or any defective products or services sold to your customers through our services. Notwithstanding the above, nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES

In no event shall you have any liability to us or we any liability to you for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

RESERVATION OF RIGHTS IN SERVICES

We reserve the rights, title and interest in and to our services and systems, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth in this Agreement. You shall not create or permit the creation of any derivative works based on our services, reverse engineer our services, or access the services in order to build a competitive product service or copy any features, functions or graphics of the services.

Subject to the limited rights granted by you in this Agreement, we acquire no right, title or interest from you under this Agreement in or to your data, including any intellectual property rights therein.

SUGGESTIONS

We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into our services any suggestions, enhancement requests, recommendations or other feedback provided by you, including by your users, related to the operation of our services.

NOTICES

Any notice, notification, demand or request provided under this Agreement must be in writing and sent to you at your address that you list with us and sent to us at 52 Riley Road #380, Celebration, FL 34747. Any such notices must be sent via a trackable carrier that independently verifies delivery.

SEVERABILITY

If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement will remain in full force and effect.

CHANGES TO THE TERMS OF SERVICE

We reserve the right to revise this Agreement at any time. If we revise this agreement, we will notify you via email or by updating the Terms of Service version number as displayed at the bottom of your service or services. You are responsible for and agree to be bound by changes to this Agreement at the time that you are notified of such changes.



Omar Simon
President, WCONLINE, Inc.
DBA TWENTY SIX DESIGN, LLC.

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

2. Payment. Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

3. Taxes. BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

4. Travel Expenses. If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

5. Compliance with Laws. Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

6. Indemnification. For value received, the Vendor shall indemnify and hold the BC, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence,

recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreement. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

7. Vendor Intellectual Property Indemnification. Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. Any limitations of liability of Vendor set forth in the Agreement shall not apply to: (a) claims for infringement or misappropriation of a copyright, patent, trade secret or other third-party proprietary right or (b) claims for personal injury or damages to real or personal property caused by Vendor's negligence or willful misconduct. This paragraph shall survive the expiration or early termination of the Agreement.

8. Announcements and Press Statements. No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

9. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

10. Use of BC Information Not Allowed. Pursuant to the Agreement, Vendor may access, maintain,

collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

11. BC Rights in Information. BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

12. Termination for Convenience. BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

13. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

14. State of Florida Public Entity Contracting Prohibitions. Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

15. Governing Law, Sovereign Immunity and Other Legal Matters. The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

16. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

17. Vendor's Confidential Information / Public Records Law. BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC 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, Florida Statutes, or as otherwise provided by law.
- (c) 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 Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public

records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC

- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

18. Information Technology. If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

19. Compliance with Export Control Regulations. The Vendor acknowledges they must comply with

export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

20. PCI DSS. If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

21. Deletion. Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

VENDOR: WCONLINE INC

Name: WCONLINE INC

By: Cooper Drippe

Title: Owner

Date: 9/3/24