



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the amendment to the agreement with Hannon Hill Corporation for a three-year renewal of their cloud hosted web content management system service and subscription, utilizing the bid waiver (information technology). Fiscal Impact: Estimated \$107,311.83 spent over three years (cumulative \$323,036.83)

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? The Cascade Content Management System (CMS) from Hannon Hill is the #1 most used enterprise web content management software among colleges and universities. Cascade CMS has been implemented by over 300 prominent higher education institutions located across the United States, Canada, and around the world. In addition, Cascade CMS now powers over 25,000 higher education sites and supports over 200,000 users.

The Cascade CMS product, provided by Hannon Hill Corporation, is the technology that is being used to host and maintain the content for our public website, www.broward.edu. This supports the new website our prospective students, current students, alumni, faculty, staff, donors and all other external users experience today.

This is a three year subscription renewal with Hannon Hill Corporation at an annual cost of \$35,770.61. By executing a three-year agreement, the College is able to lock in the pricing with a built-in 5% escalation for year 1, and 3% for Y2 and Y3 versus a 5-7% escalation if executing annual agreements. The price break down for the three-year agreement is as follows:

Y1: \$33,075 + 5%= **\$34,728.75**

Y2: \$34,728.75 + 3%=**\$35,770.61**

Y3: \$35,770.61+ 3%= **\$36,812.47**

Total: \$107,311.83 / 3 years= **\$35,770.61 p/year**

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with the Florida Administrative Code - FLDOE 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the following exception to the requirement to solicit competitive offers: Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD100, CC0158, FD108 CC0288, GLC64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? Not applicable.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

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: Approximately \$107,311.83.00 additional from BU202, CC0158, FD100 and BU202, CC0288, FD108. For a contract cumulative amount of: \$323,036.83.00

| | | |
|-----------------|--|-----------------------|
| 10/10/24 | CC0158 · Information Technology | (\$10,731.18) |
| | 30% | |
| 10/10/24 | CC0288 · Technology Fee Plan | (\$25,039.43) |
| | 70% | |
| 10/10/25 | CC0158 · Information Technology | (\$10,731.18) |
| | 30% | |
| 10/10/25 | CC0288 · Technology Fee Plan | (\$25,039.43) |
| | 70% | |
| 10/10/26 | CC0158 · Information Technology | (\$10,731.18) |
| | 30% | |
| 10/10/26 | CC0288 · Technology Fee Plan | (\$25,039.43) |
| | 70% | |
| TOTAL: | | (\$107,311.83) |

Raj Mettai

Raj Mettai, Chief Information Officer

8/19/2024

Donald Astrab

Donald Astrab, VP, Academic Operations, Analytics, & Comm

8/19/2024

APPROVAL PATH: 12365 Hannon Hill Corporation - Content Management System - Amendment 4 (2024-2027)

 **Workflow**  Synchronize Routing  Edit View  Add Work Item

| Stage | Reviewer | Description | Due Date | Status |  |
|-------|-------------------------------------|---|-------------------|---|---|
| 1 | Alina Gonzalez | Review & Approve | |  Completed |  |
| 2 | Raj Mettai | CIO Review | |  Completed |  |
| 3 | Donald Astrab | Chief Operating Officer | |  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 | Pending Counter-Signature(s) | Review | |  Completed |  |
| 11 | Natalia Triana-Aristizabal | Contracts Coordinator | |  Completed |  |
| 12 | Board Clerk | Agenda Preparation | |  Pending | |
| 13 | District Board of Trustees | Meeting | 10/08/24 11:00 AM |  Pending | |



AMENDMENT #4 TO THE CASCADE CONTENT MANAGEMENT SOFTWARE CONTRACT FOR SERVICES

THIS AMENDMENT is made and entered into as of this 18_ day of _September_, 2024, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

HANNON HILL CORPORATION

(hereafter referred to as Vendor),
a company,
who is located at
3423 Piedmont Road, Atlanta, Georgia 30305

WHEREAS the parties entered into a Contract for Services with an effective date of August 21, 2018, as amended (the “Contract”);

WHEREAS Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both parties; and,

WHEREAS the parties desire to extend the term of Contract for three (3) additional years on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **Term.** The parties agree to extend the term of the current Contract to October 9, 2027.
2. **Pricing.** The total fees payable during the extended term are \$107,311.83, invoiced on a yearly basis, in advance, as follows:

| Periods | Amount |
|-------------------------------------|---------------|
| October 10, 2024 to October 9, 2025 | \$35,770.61 |
| October 10, 2025 to October 9, 2026 | \$35,770.61 |
| October 10, 2026 to October 9, 2027 | \$35,770.61 |

3. **Authority.** Each person signing this Amendment on behalf of a party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for

whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.

- 4. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.
- 5. **No further amendments.** All remaining terms in the Contract remain the unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Amendment on the date first written above.

FOR VENDOR

HANNON HILL CORPORATION

By *Kat Liendgens*

Name Kat Liendgens

Title CEO

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By ^{Signed By:} *Donald Astrab*
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Name Donald Astrab

Title Interim President

AMENDMENT NO. 3 ("AMENDMENT") TO CONTRACT FOR SERVICES

This Amendment is made and entered into on EXECUTION DATE, to the Contract for Services ("Contract") entered into on August 21, 2018 by and between the District Board of Trustees of Broward College, Florida ("College") and Hannon Hill Corporation, ("Vendor") (Collectively the "Parties").

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

WHEREAS, the Parties each desire to amend the Contract as follows:

- 1) The Parties agree to extend the term of the current Contract to October 9, 2024.
- 2) The total contract amount for the term is \$99,225.00, invoiced yearly as follows:

| Periods | Amount |
|-------------------------------------|-------------|
| October 10, 2021 to October 9, 2022 | \$33,075.00 |
| October 10, 2022 to October 9, 2023 | \$33,075.00 |
| October 10, 2023 to October 9, 2024 | \$33,075.00 |

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR



Signature

Charles Holder

Name

Head of customer success

Title

August 23, 2021

Date

COLLEGE

DocuSigned by:

718ED749A745435...

Signature

John Dunnuck

Name

SVP Finance & Operations

Title

9/21/2021

Date

Hannon Hill Corporation

3423 Piedmont Road
Atlanta, GA 30305 USA

Phone: 678-904-6900



Order Number: SO-4375
Order Date: 10/10/2021

Bill to:
Broward College
6400 NW 6th
Fort Lauderdale, FL 33309

Document Reference:

Payment Terms: Net 30

| ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|---|-----|-------------|--------------------|
| Cascade CMS Cloud Subscription, Production Environment - 25 concurrent users 10/10/2021 - 10/09/2024 | 3 | \$33,075.00 | \$99,225.00 |
| TOTAL | | | \$99,225.00 |

All amounts are in U.S. Dollars.

Invoice each year individually:

- 10/10/21-10/09/22
- 10/10/22-10/09/23
- 10/10/23-10/09/24

Please sign below to signify your acceptance of this sales order, or you may alternatively generate a purchase order. Either document may be emailed to accounting@hannonhill.com or faxed to **678-904-6901**. An invoice will be provided upon receipt of a signed sales order or purchase order.

DocuSigned by:

 Signature: _____
 Name: John Dunnuck
 Title: SVP Finance & Operations



AMENDMENT NO. 2 (“AMENDMENT”) TO CONTRACT FOR SERVICES

This Amendment is made and entered into on EXECUTION DATE, to the Contract for Services (“Contract”) entered into on August 21, 2018 by and between the District Board of Trustees of Broward College, Florida (“College”) and Hannon Hill Corporation, (“Vendor”) (Collectively the “Parties”).

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

WHEREAS, the Parties each desire to amend the Contract as follows:

- 1) The Parties agree to extend the term of the current Contract to October 9, 2021.
- 2) The Contract amount for the October 10, 2020 to October 9, 2021 period is Thirty-One Thousand, Five Hundred Dollars (\$31,500.00). Therefore, the total Contract amount for the entire term of the Contract of Eighty-Five Thousand Dollars (\$85,000.00) is increased to a new total of One Hundred and Sixteen Thousand, Five Hundred Dollars (\$116,500.00).

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR

DocuSigned by:
Charlie Holder
351677770784441...

Signature

Charlie Holder

Name

Head of Customer Success

Title

8/5/2020

Date

COLLEGE

DocuSigned by:
John Dunnuck
718ED748A745435...

Signature

John Dunnuck

Name

Chief Operating Officer

Title

7/23/2020

Date



Hannon Hill Corporation

3423 Piedmont Road
Atlanta, GA 30305 USA
Phone: 678-904-6900



Sales Order

Order Number: SO-4184
Order Date: 06/01/2020

Bill to:
Broward College
4205 Bonaventure Blvd
Fort Lauderdale, FL 33332

Document Reference:

Payment Terms: Net 30

| ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|---|-----|-------------|--------------------|
| Cascade CMS Cloud Subscription, Production Environment - 25 concurrent users 10/10/2020 - 10/09/2021 | 1 | \$31,500.00 | \$31,500.00 |
| TOTAL | | | \$31,500.00 |

All amounts are in U.S. Dollars.

Please sign below to signify your acceptance of this sales order, or you may alternatively generate a purchase order. Either document may be emailed to **accounting@hannonhill.com** or faxed to **404-835-8633**. An invoice will be provided upon receipt of a signed sales order or purchase order.

Signature:  _____

Name: John Dunnuck

Title: Chief Operating Officer



AMENDMENT NO. 1 ("AMENDMENT") TO CONTRACT FOR SERVICES

This Amendment is made and entered into on 4/26/19, to the Contract for Services ("Contract") entered into on August 21, 2018 by and between the District Board of Trustees of Broward College, Florida ("College") and Hannon Hill Corporation, ("Vendor") (Collectively the "Parties").

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

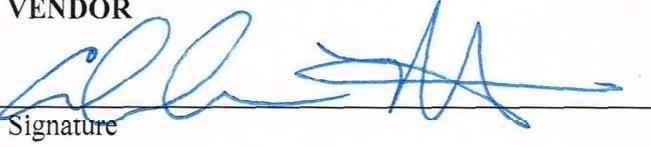
WHEREAS, the Parties each desire to amend the Contract as follows:

- 1) The Contract amount is now increased by Thirty Thousand Dollars (\$30,000.00) from the original contract amount of Fifty Five Thousand Dollars (\$55,000.00) to a new total of Eighty Five Thousand Dollars (\$85,000.00) for the duration of the entire contract period.
- 2) The Parties agree to extend the term of the original Contract to August 21, 2020.

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR

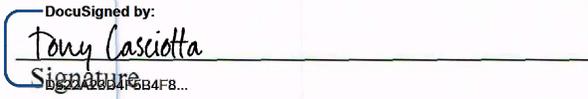

Signature

Charles Holder
Name

Head of Customer Success
Title

04/26/19
Date

COLLEGE

DocuSigned by:

Signature

Tony Casciotta
Name

VP of IT
Title

7/12/2019
Date



Hannon Hill Corporation

3423 Piedmont Road
Atlanta, GA 30305 USA
Phone: 678-904-6900 x277



Sales Order

Order Number: SO-3553
Order Date: 04/19/2019

Bill to:

Broward College
4205 Bonaventure Blvd
Fort Lauderdale, FL 33332

Document Reference:

Payment Terms: Net 30

| ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|--|-----|-------------|--------------------|
| Cascade CMS cloud environment renewal 10/10/2019 - 10/09/2020 | 1 | \$30,000.00 | \$30,000.00 |
| TOTAL | | | \$30,000.00 |

All amounts are in U.S. Dollars.

Please sign below to signify your acceptance of this sales order, or you may alternatively generate a purchase order. Either document may be emailed to **accounting@hannonhill.com** or faxed to **404-835-8633**. An invoice will be provided upon receipt of a signed sales order or purchase order.

Signature: *Tony Casciotta*

DocuSigned by:
D522A23D4F5B4F8...

Name: Tony Casciotta

Title: VP of IT





**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services (“Contract”) is entered into as of _____ 20 18 between the District Board of Trustees of Broward College, Florida (“College”) _____ and Hannon Hill Corporation _____ (“Vendor”) (collectively, the “Parties”), will be in effect until _____ (“Contract”).

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Wanda Elois, welois@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, 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 Contract. 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 Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, 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 for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials (“Materials”) used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.



4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the 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 the Vendor and Vendor shall bear all costs and fees related to the same.

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

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO



COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.



15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.



21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$1,000,000.00 in general liability insurance, \$1,000,000.00 in automobile liability insurance, \$1,000,000.00 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.



25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College



will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.



33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

TC
College

kl
Vendor

FOR VENDOR USE ONLY

| | | | |
|---------------------------|--|------------|-------------------|
| Vendor Name (type) | <u>Hannon Hill Corporation</u> | Tax ID No. | <u>562236018</u> |
| Authorized Representative | <u>Kat Liendgens</u> | Title | <u>CEO</u> |
| Address | <u>3423 Piedmont Rd Suite 520 Atlanta GA 30305</u> | Telephone | <u>6789046900</u> |

| | | | |
|-------------------------|---|-------------|------------------|
| Signature of Vendor | <u>DocuSigned by: kat liendgens</u> | Date | <u>8/21/2018</u> |
| Attested By Name (type) | <u>010BEDC931B74DD...</u> | Title | _____ |
| Signature of Attester | _____ | Date Signed | _____ |



FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name Tony Casciotta Title Deputy VP of IT

Signature  Date 8/21/2018

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality



Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____





Contract for Services
Statement of Work
Exhibit "A"



QUOTE

3423 Piedmont Road NE, Suite 520
 Atlanta, GA 30305
 Phone 678.904.6900 Fax 678.904.6901

DATE: JANUARY 30,
 2018

To: Tony Casciotta
 Deputy Chief Information Officer
 Broward College
 (954) 201-7503
acasciot@broward.edu

COMMENTS OR SPECIAL INSTRUCTIONS:

To accept this quote and purchase said products and/or services, please execute the software license agreement and return via email to Dean Smith at dean.smith@hannonhill.com.

| Sales Contact | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|---------------|-------------|---------------|-------------|--------------|-------------|
| Dean Smith | | | | | Net 30 Days |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|-----------|--|-----------------|-----------------|
| 1 | Cascade CMS "Hosted" 1-25 Concurrent User Cloud Subscription (unlimited named users, unlimited sites, unlimited domain names) *Includes License Fee, Maintenance and Support Fee, and all Hosting Fees *Annual Cost | \$30,000 / year | \$30,000 / year |
| 1 | 2 Days of Remote Training | \$4,000 | \$4,000 |
| 1 | "QuickStart" Package (120 Hours of Professional Services) | \$21,000 | \$21,000 |
| TOTAL DUE | | | \$55,000 |



EXHIBIT "C"
TO CONTRACT FOR SERVICES

SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.



Master Subscription Agreement

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY SIGNING THIS AGREEMENT AND/OR EXECUTING AN ORDER FORM REFERENCING 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" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Subscription Agreement.

"**Beta Services**" means Our services that are not generally available to customers.

"**Content**" means information obtained by Us from Our content licensors or publicly available sources and provided to You pursuant to an Order Form, as more fully described in the Documentation.

"**Documentation**" means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via www.hannonhill.com or login to the applicable Service.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Marketplace**" means an online directory, catalog or marketplace of applications that interoperate with the Services.

"**Non-Hannon Hill Applications**" means a Web-based or offline software application that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You, is listed on a Marketplace.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Purchased Services**" means Services that You or Your Affiliate purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"**Services**" means the products and services that are ordered by You under a free trial or an Order Form and made available online by Us, including associated offline components, as described in the Documentation. "Services" exclude Content and Non-Hannon Hill Applications.

"**User**" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business. "Concurrent users" refers to the number of users logged into the Service at the same time.

"**We**," "**Us**" or "**Our**" means the Hannon Hill company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"**You**" or "**Your**" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"**Your Data**" means electronic data and information submitted by or for You to the Purchased Services or collected and processed by or for You using the Purchased Services, excluding Content and Non-Hannon Hill Applications.



2. FREE TRIAL

Upon request, We will make one or more Services available to You on a trial basis ("sandbox") free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s).

NOTWITHSTANDING SECTION 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the Knowledge Base during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide Our standard support for the Purchased Services to You at no additional charge, and (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (outside of regular business hours whenever possible, and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Hannon Hill Application, or denial of service attack.

3.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

3.3 Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

3.4 Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available.

4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services and Content are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Concurrent Users, and the Service or



Content may not be accessed concurrently by more than that number of Users, and (b) a User's password may not be shared with any other individual. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

4.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with the Documentation and applicable laws and government regulations, and (e) comply with terms of service of Non-Hannon Hill Applications with which You use Services or Content.

4.4 Usage Restrictions. You will not (a) make any Service or Content available to, or use any Service or Content for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (k) access any Service or Content in order to build a competitive product or service, or (l) reverse engineer any Service (to the extent such restriction is permitted by law).

4.5 External-Facing Services. If You subscribe to a Service for creation and hosting of external-facing websites, You will comply with, and be responsible for Users' compliance with Our External-Facing Services Policy and be solely responsible for complying with applicable law in any use of cookies or other tracking technologies on such websites.

4.6. Removal of Content and Non-Hannon Hill Applications. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-Hannon Hill Application hosted on a Service by You may violate Our External-Facing Services or applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-Hannon Hill Application or modify the Non-Hannon Hill Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service and/or Non-Hannon Hill Application until the potential violation is resolved.

5. NON-Hannon Hill PROVIDERS

5.1. Acquisition of Non-Hannon Hill Products and Services. We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Hannon Hill Applications and implementation and other consulting services. Any acquisition by You of such non-Hannon Hill products or services, and any exchange of data between You and any non-Hannon Hill provider, is solely between You and the applicable non-Hannon Hill provider. We do not warrant or support Non-Hannon Hill Applications or other non-Hannon Hill products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

5.2. Non-Hannon Hill Applications and Your Data. If You install or enable a Non-Hannon Hill Application for use with a Service, You grant Us permission to allow the provider of that Non-Hannon Hill Application to access Your Data as required for the interoperation of that Non-Hannon Hill Application with the Service. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by a Non-Hannon Hill Application.

5.3. Integration with Non-Hannon Hill Applications. The Services may contain features designed to interoperate with Non-Hannon Hill Applications. To use such features, You may be required to obtain access to Non-Hannon Hill Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Hannon Hill Applications. If the provider of a Non-Hannon Hill Application ceases to make the Non-Hannon Hill Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing those Service features without entitling You to any refund, credit, or other compensation.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2. Invoicing and Payment. You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased



Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.

6.5. Payment Disputes. We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount 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.

6.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. License by Us to Use Content. We grant to You a worldwide, limited-term license, under Our applicable intellectual property rights and licenses, to use Content acquired by You pursuant to Order Forms, subject to those Order Forms, this Agreement and the Documentation.

7.3. License by You to Host Your Data and Applications. You grant Us and Our Affiliates, and our subcontractors a worldwide, limited-term license to host, copy, transmit and display Your Data, and any Non-Hannon Hill Applications and program code created by or for You using a Service, as necessary for Us to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data or any Non-Hannon Hill Application or program code.

7.4. License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

7.5. Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and



Content. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 8.2.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that (a) this Agreement, the Order Forms and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Purchased Services during a subscription term, (c) the Purchased Services will perform materially in accordance with the applicable Documentation, (d) subject to Section 5.3 (Integration with Non-Hannon Hill Applications), We will not materially decrease the functionality of the Purchased Services during a subscription term, and (e) the Purchased Services and Content will not introduce Malicious Code into Your systems. For any breach of an above warranty, Your exclusive remedies are those described in Sections 12.3 (Termination) and 12.4 (Refund or Payment upon Termination).

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. INDEMNIFICATION

10.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 9.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Content, a Non-Hannon Hill Application or Your breach of this Agreement.

10.2. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.



11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form.

12.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any fees up to and including the date of termination. In no event will termination relieve You of Your obligation to pay for any fees payable to Us up to the effective date of termination.

12.5. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make the Your Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the Documentation, unless legally prohibited.

12.6. Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Portability and Deletion of Your Data," "Who You Are Contracting With, Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General. If you are domiciled in The United States of America, Mexico, Canada, or in a country in Central or South America, the Caribbean, or Europe, you are contracting with Hannon Hill, a Georgia corporation. The governing law is Florida and controlling United States federal law.

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not



named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@hannonhill.com

14.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the Documentation, and (3) the applicable Order Form.

14.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.6. Third-Party Beneficiaries. Our Content licensors shall have the benefit of Our rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

14.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

APPENDIX: Hosted Cascade Cloud Service Level Agreement

This Service Level Agreement (SLA) outlines the policy governing the use of Cascade Server under the terms of the Master Subscription Agreement between Hannon Hill Corporation ("us", or "we") and [your organization] ("you"). Unless otherwise provided herein, the SLA is subject to terms of the Master Subscription Agreement and capitalized terms will have the meaning specified in the Master Subscription Agreement. We reserve the right to change the terms of this SLA in accordance with the Master Subscription Agreement.

Service Commitment

Hannon Hill will use commercially reasonable efforts to make the hosted Cascade Server application available with an Annual Uptime Percentage (defined below) of at least 99.00% during the Service Year.

Services Provided

Hannon Hill support hours are from 9AM to 6PM Eastern Time. In case of unavailability of Cascade Server, we guarantee



that we will be able to get the application back up and running within three hours during support hours after the downtime is initially reported.

The database containing all of the user data stored within Cascade Server will be backed up continuously to allow for point-in-time recovery anytime within the last 7 days.

Definitions

- "Service Year" is the preceding 365 days from the date of an SLA claim.
- "Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of 5 minute periods during the Service Year in which Cascade Server is unavailable to users. This calculation does not include downtime due to scheduled maintenance and upgrades.
- A "Service Credit" is a dollar credit, calculated as set forth below, that will be applied as a discount on your payment for the following year.

Service Commitments and Service Credits

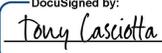
If the Annual Uptime Percentage for a customer drops below 99.00% for the Service Year, that customer is eligible to receive a Service Credit of a 5% discount on their annual payment for the following year. Service Credits shall not entitle you to any refund or other payment from Hannon Hill. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Master Subscription Agreement, your sole and exclusive remedy for any unavailability of Cascade Server is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of your use of Cascade Server.

Hosted Cascade Server SLA Exclusions

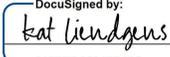
The Service Commitment does not apply to any unavailability or any performance issues: (i) caused by factors outside our reasonable control, including force majeure event or internet access, (ii) that result from any actions or inactions by you or a third party, (iii) that result from Cascade Server integration issues, (iv) arising from a suspension or termination of your right to use Hosted Cascade Server in accordance with the license agreement. If availability is impacted by factors other than those listed in this agreement, we may issue a Service Credit considering such factors in our sole discretion. Website uptime is not covered in this SLA due to the fact that Cascade Server is a push CMS and Hannon Hill will not be hosting the web server.

OWNERSHIP. Article 23 of the District Board of Trustees of Broward College, Florida Contract for Services Terms and Conditions is hereby deleted in its entirety.

BC APPROVED

By:  Date: 8/21/2018
DocuSigned by: D522A23D4F5B4F8...

VENDOR APPROVED

By:  Date: 8/21/2018
DocuSigned by: 010BEDC931B74DD...

