



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 bid waiver (information technology) and non-standard agreement with Insub LLC for the purchase of WordPress CampusPress hosting services. Fiscal Impact: \$32,400.00 (cumulative \$46,650.00)

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This is a three-year agreement with Insub LLC for WordPress "CampusPress" hosting services. CampusPress is the College's sole centralized hosting solution for secure WordPress sites. The College currently has over 90 WordPress micro-sites hosted in CampusPress, including department and faculty sites/blogs. CampusPress provides the necessary governance, security, features, and end-user support to host WordPress micro-sites, providing a single college-wide WordPress hosting area and in the cloud. Since the college employs a decentralized governance model where content ownership and strategy are distributed across many functional leads, as the sole centralized team for web support, we provide a variety of secure hosting platforms to meet our stakeholders' needs. CampusPress is one of these tools.

By executing a 3-year contract, the College will benefit from the grand-fathered rate of \$10,800 p/year, for a total of \$32,400 over the term of the contract. The current pricing for "new clients" is \$60,000 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, GL64500.

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? No.

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 \$32,400.00 (3year) from BU202, CC0158, FD100 (cumulative total \$46,650.00).

10/01/24	CC0158 · Information Technology FY 2024-2025	(\$10,800.00)
10/01/25	CC0158 · Information Technology FY 2025-2026	(\$10,800.00)
10/01/26	CC0158 · Information Technology FY 2026-2027	(\$10,800.00)
		TOTAL: (\$32,400.00)

Raj Mettai
Raj Mettai, Chief Information Officer

7/15/2024

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

7/21/2024

APPROVAL PATH: 12359 Insub LLC - CampusPress Wordpress (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	

CAMPUSPRESS NETWORK

Quote and Agreement for Broward College

Prepared by

Teri Wanderi

Account Management Executive

on

SEPTEMBER 4th 2024

THIS QUOTE IS VALID FOR 60 DAYS

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Who is CampusPress?

Since 2005, we've been shaping WordPress's role in education via Edublogs and CampusPress. Headquartered in Australia, we develop, support, and manage many of the largest and most significant educational WordPress sites on the web.

CampusPress is a division of Incsub LLC; our sister company is WPMU DEV, who provide award-winning WordPress plugins, hosting, world-beating support and site management tools that have helped millions of web developers, freelancers, and agencies run and grow their businesses.

Incsub LLC employs 175+ WordPress experts globally, of which 30 staff are dedicated to CampusPress. This includes team leaders, developers, system administrators, supporters, and account managers.

CampusPress works exclusively with educational institutions, universities, and school divisions to provide enterprise-scale hosting, development and support services. We aim to assist our client focus on publishing their content, while we provide the technical management and support for their WordPress websites and networks.

CampusPress serves over 180 clients in North America, Europe, Asia and Australasia, including:

- Cornell University (USA)
- The University of California Irvine (USA)
- UMass Boston (USA)
- The University of Texas at Dallas (USA)
- North East Independent School District (USA)
- The Ohio State University (USA)
- RMIT University (Australia)
- UNSW (Australia)
- The University of Auckland (New Zealand)
- The University of Bristol (UK)
- Goldsmiths University of London (UK)
- University of Reading (UK)
- The London School of Economics and Political Science (UK)
- UNIS (Vietnam)
- Nanyang Technological University (Singapore)
- Winnipeg School Division (Canada)
- National University of Singapore (Singapore)
- Copenhagen International School (Denmark)

What makes CampusPress stand out from other WordPress hosting providers?

CampusPress has a long history and sterling reputation for providing WordPress sites, networks, themes, plugins, custom development, and technical support for educational institutions, including 'Ivy League' universities.

All our products and services are exclusively focused on the particular needs and requirements of educational clients, including:

- Assisting to ensure our clients' sites meet Accessibility standards (see our [Accessibility Statement](#)),
- Providing security and authentication features (such as SSO) suitable for protecting public WordPress sites (see our [Security](#) documentation),
- Providing documentation as required for Vendor Assessments,
- Extensive experience in developing custom WordPress themes and plugins,
- Extensive experience in building sites, using WordPress blocks, from provided content,
- Providing technical support 24/7/365 to site administrators,
- Providing world-class, dedicated, WordPress-optimised hosting.

At any time, our Development and Support Teams are working on 5 to 8 client projects simultaneously to ensure that we meet agreed deadlines.

Vendor Documentation

We can provide you with:

- Our completed HECVATlite questionnaire;
- Our VPAT;
- Our W9;
- Non-Disclosure Agreement, on request;
- Data Protection Agreement, on request;
- General Omissions and Cyber Liability Insurance Certificate (up to US\$1million), on request;

CampusPress Network

We provide fully managed WordPress Multisite hosting and services for education organizations.

Services Included

- Hosting on our enterprise level network
- Managed upgrades of WordPress core, plugins, and themes
- A curated list of available WordPress plugins and themes
- SSO authentication (Shibboleth, LDAP, CAS, Google Apps, etc.)
- 24/7 priority email support
- Testing environment
- Custom design and development
- Training services (in-person or virtual)

Features Included

- Accessibility ready themes
- Contact forms, surveys, polls
- Documents, media libraries
- Embedding of media (videos, widgets, etc.)
- Event calendars
- Forums
- Google Analytics
- Google Maps
- Image galleries
- Language translation (automatic/Google and manual)
- SEO optimization
- Social sharing
- Wikis
- And more...

Hosting & Technical Specifications

Hosting Overview

CampusPress has carefully selected Amazon Web Services (aws.amazon.com) for hosting data centers to physically house the servers that we use. CampusPress staff remotely manage and maintain the servers and applications in these datacenters.

CampusPress, and our clients, can leverage certifications and security assurances by these partners as it relates to physical security. More on compliance and certifications can be found at aws.amazon.com/compliance.

All data centers include the highest levels of 24/7/365 on-site security, regulated climate control, redundant power, automated off-site backups, and industry-leading network infrastructure.

Datcenters & Hosting Regions

To comply with local legal and privacy requirements, each customer can choose to be fully hosted in any of Amazon's AWS locations, including:

- US East (Northern Virginia) Region
- US West (Northern California) Region
- Canada (Central)
- Europe (London) Region
- Europe (Frankfurt) Region
- Asia Pacific (Sydney) Region

Infrastructure and Architecture

Our fully managed networks include multiple web, database, mail, and load balancing servers. We're generally able to add, replace, and do maintenance on hardware without impacting performance or needing scheduled downtime.

We only host WordPress Multisite, and are fine-tuned to support it, including Apache web servers with PHP, NGINX for load balancing, and MYSQL databases.

Customer Segregation

We use Docker containers with Ansible to isolate each WordPress install from each other, while still allowing each site to benefit from the scalability that comes with our infrastructure. Clients that have the need can include a fully dedicated private cloud cluster for additional costs. Customer code base is separated into unique Bitbucket repositories.

File Storage

All images, documents, and other user files are uploaded securely to Amazon S3 so that they can be served at much faster speeds using Amazon's vast cloud network.

Cache and Traffic Spikes

All text content on the public side is cached automatically so that no matter how many visitors your site gets, speeds stay fast. We handle billions of pageviews each year, and are confident we can handle the largest of any sudden traffic spikes.

SSL & HTTPS

We encourage enabling HTTPS/SSL protection for all logged-in user activity. Clients can provide SSL certificates, or we can obtain certificates via Let's Encrypt.

Backups & Disaster Recovery

Networks are hosted on a cluster of multiple web and database servers for built-in replication, load balancing and redundancy. Nightly database backups are encrypted and then stored on Amazon S3. Backups are kept for at least 7 days and no more than 30 days.

Restore times depend on the size of the WordPress network and the cause of the disaster, but full backup recovery should take no more than 24 hours.

Performance Monitoring

We use various tools to automatically monitor performance and reliability of the service, including Munin, Nagios, StatsD/Graphite, Pingdom, and New Relic.

All services are set to send automated alerts to our support and systems teams, which are monitored and handled 24/7. These tools also provide us with a wealth of information and data so that our team can constantly work to improve performance and efficiency in our service.

Development

Change Management Procedures

To ensure the reliability of our service, we've implemented a change management policy that we follow for all updates, upgrades, and code changes.

We perform all WordPress core, plugin and theme updates, general improvements, and server maintenance during a regularly scheduled weekly window.

All changes are thoroughly tested by our developers and quality assurance team as follows:

1. Tested fully in a local testing environment by our technical team.
2. Automated and unit testing in multiple development environments.
3. Manual testing by QA team in multiple development environments using all major browsers and operating systems, including mobile devices.
4. Full deployment to a small subset of live networks and all development/test networks that willingly participate in beta testing program.
5. Final manual code and performance review by technical team leadership.
6. Full deployment to all customers during the next regular 'Primary Updates' window (Tuesdays) and an update published to our change log alerting customers.
7. Continuous monitoring by technical and support teams.
8. For any significant changes that end users may notice, we'll provide documentation and warning to Super Administrators well in advance.

Code Audits and Guidelines

We have automatic and manual code reviews in place for all plugins and themes that are added to any site we host. All plugins and themes must adhere to the WordPress Coding Standards, as well as a list of guidelines that we provide in our documentation section.

Bitbucket and Version Control

We use Bitbucket for version control. Customers that have custom themes should initiate a pull request to alert our team of developers to initiate a code review.

Depending on the queue and complexity of the theme (or edit), a review can take up to 24 hours (or more for complex themes).

Development Environments

We can set you up with a testing environment in which to upload themes or major changes to before moving to production. For individual sites, we have a clone tool, which can be used for testing out a new theme or adding new content, and then writing over the existing site with just a few clicks.

Support

Super Admin Support

Included in your annual hosting fee is technical support for your nominated “Super Admins”. Support tickets can be opened by making use of our Support Ticket form, or emailing contact@campuspress.com.

We can offer a dedicated support channel on Slack, for reporting of critical issues by your Super Admins.

End User Support

When you include End User Support in your annual fees, your end users make use our Support Ticket form, or email contact@campuspress.com, for assistance with their site on your CampusPress network.

Documentation

Super Admin documentation: <https://campuspress.com/docs/>

End User documentation: <https://docs.campuspress.com/en/>

Security Privacy and Data

The security and reliability of our service is our number one priority. We invest heavily in the training of our staff and our infrastructure to ensure that best practices are followed in everything that we do.

Employee Policies

Every CampusPress employee goes through background checks and an onboarding process that includes a trial period where access to customer servers and data is provided only when working directly under the supervision of another staff member.

CampusPress staff only have access to systems that are directly required to complete the functions of their job. We use dual factor authentication for all critical systems and communications services, and automatically log all staff activity using an internal logging tool and Amazon Cloud Trail.

All CampusPress staff (including contractors) undergo initial training to ensure proper understanding of all security related processes. Staff regularly attend industry conferences and otherwise stay informed of best practices and relevant trends. Staff agree, in writing, to all policies and procedures annually.

WordPress Core

See wordpress.org/about/security for details on the security of the WordPress core itself.

Code Requirements

Prevention is best when it comes to security, and as a first step, CampusPress and our sister company, WPMU DEV, follow all WordPress Code Standards in the plugins and themes developed by Insub LLC.

In addition, we have an extensive internal review and Quality Assurance process in place specifically to prevent potential security vulnerabilities in our plugins and services.

Personally Identifiable Information (PII)

CampusPress does not collect, store, require, or transmit PII data related to health, financial institutions, mailing addresses, government ID numbers, etc. However, your site may collect and store this information on your server. CampusPress cannot be held responsible for data you collect on your site that is stored on your server.

Only CampusPress staff have access to your site and server's data. Our hosting partners do not have logical access to WordPress sites, the database, or user data that we host.

Privacy Policy

The full end-user privacy agreement is found at incsub.com/privacy-policy. In general, we don't sell, share, or publish any user data. We only collect and store data for the purposes of providing the WordPress hosting service.

Network Suspensions, Data Archives & Deletion Requests

Should you decide to leave CampusPress, we can provide a complete export and database dump of your network, before we suspend your server. We will completely purge all site data within 3 months of your network being suspended.

Privacy Breaches Notification

Should any event occur where customer data has been lost, stolen, or potentially compromised, our policy is to alert our clients via email no later than 48 hours of our team becoming aware of the event. We will also report such an incident to any required data protection authority. We will work closely with any clients affected to determine next steps such as any end-user notifications, needed patches, and how to avoid any similar event in the future.

Data Protection Agreement

We can provide you with a signed Data Protection Agreement, on request.

Cookie Declaration

[This document](#) outlines the cookies that may be used by our website, as well as cookies that may be deployed by plugins you may have active on your site.

DMCA Takedowns

If CampusPress receives a DMCA takedown notice, we are required to disable the reported content. You are notified of the takedown and can proceed with a counter-claim if warranted. CampusPress and its parent, Incsub LLC, do not mediate any disputes between parties.

Rates

Hosting & End User Support — Three-Year Grandfathered Contract

The fees quoted for these services listed below will remain 'locked in' for the duration of Broward College's account with CampusPress.

At Broward College's request, this agreement's terms will be valid for three years but the price will remain grandfathered for as long as Broward College maintains an Active CampusPress Enterprise Account.

A new invoice will be issued yearly on the date of renewal and due on the dates indicated on the invoice.

CampusPress Network

sites.broward.edu

October 01 to September 30 Annually

**\$10,800 per year,
every year**

Managed WordPress Multisite Hosting

Unlimited Sites

Unlimited Users

Premium Themes

Premium Plugins

Priority Email Support

SSO Integration

End-User Support

Custom Themes (Pending Code Approval)

For adding custom themes/plugins (i.e. themes/plugins not on our vetted list) there will be an additional annual charge to support them if they pass review.

Total Cost : \$10,800.00

Agreement

This Agreement is entered into between Incsub, LLC, hereinafter referred to as “Host” and The District Board of Trustees of Broward College, Florida, hereinafter referred to as “Client”. The Host and the Client shall be collectively referred to as the “Parties” and individually as “Party”. Under this Agreement, the Host will provide WordPress Hosting and related services to Client. The Parties agree as follows:

1. ACCEPTANCE & SERVICE PERIOD

- 1.1. By accepting this Agreement and using Host’s WordPress ‘CampusPress’ Hosting Services (“Services”), Client agrees to be bound by all the terms and conditions of this Agreement.
- 1.2. The hosting service period shall commence on the first day of the month following the date on which the initial invoice, issued subsequent to the execution of this agreement, is paid in full.

2. PROVISION OF SERVICES

- 2.1. Host shall provide WordPress hosting services, consist of website server space, installation, and configuration of WordPress, support, themes, plugins, and such additional services, as may be provided by Host from time to time.

3. AGREEMENT TERM

- 3.1. The initial term of this Agreement shall commence on the date of installation of the site and can be renewed for successive yearly periods until terminated by one of the parties as provided in this agreement.

4. TERMINATION

- 4.1. Client may terminate this Agreement at any time, for any reason, by contacting Host, by e-mail, and requesting that Client’s account be cancelled.
- 4.2. In the event of a cancellation, Host will not refund any amount already billed for the current yearly service period in which Client terminates the Agreement.
- 4.3. Any amounts paid in advance by Client for future service terms following the current yearly service term will be promptly refunded by Host, within thirty (30) days.
- 4.4. Host may terminate this Agreement at any time, for any reason, by providing written or e-mail notice of termination to Client’s certified mailing address no less than 365 days before the service termination.
- 4.5. Host may terminate this Agreement upon ninety (90) days prior written notice to Client for cause as a result of a violation by Client of the terms of this Agreement.
- 4.6. If either Party terminates this Agreement, for any reason, upon request, Host will export all Client’s current WordPress content, databases, and files as an archive file, and send them to Client via a secure file transfer process.

- 4.7. If Client terminates this Agreement, Host will disable the service/account within twenty-four (24) hours after the client specifies the date the account is to be cancelled. Host will maintain an archival copy of the Client's website and files for no more than 30 days.

5. PAYMENT TERMS

- 5.1. Client shall pay Host the quoted amount for the Host's services. Client agrees to be billed for all recurring and one-time charges, for any services ordered and authorized by Client, and any fees owed to Host.
- 5.2. Any charges for upgrading Client's current hosting package, or performing add-on requests, will not be billed until the next invoice, or as mutually agreed upon. Payment shall be considered delinquent sixty (60) days from the date due as listed on the invoice.
- 5.3. If Host suspends an account for non-payment, Client shall be allowed to re-instate Client's use of the Services within thirty (30) days of cancellation upon approval from Hosts and full payment of balances due.

6. PRICE ADJUSTMENTS

- 6.1. The fees for the services as stated herein will remain in effect for the services listed on this quote for the duration of Client's account with Host.
- 6.2. Should Client cancel the services with Host, and at a later date, initiate a new agreement, Host reserves the right to quote new fees for the services requested.
- 6.3. Should Client's account become delinquent due to non-payment, these fees for the services stated herein will no longer apply, and Host reserves the right to quote new fees should Client wish to re-instate their account.

7. MATERIALS AND CONTENT

- 7.1. Client agrees that it will not intentionally use the Services to distribute, electronically transmit or display any materials (supplied by Client or through Client by a third party) which:
- 7.1.1. violate any state, federal or foreign laws or regulations;
 - 7.1.2. infringe on any intellectual property rights (e.g., copyright, trademark, patent or other proprietary rights) of Host or any third party;
 - 7.1.3. are defamatory, slanderous or trade libelous;
 - 7.1.4. are threatening or harassing;
 - 7.1.5. are discriminatory based on gender, race, age or promotes hate;
 - 7.1.6. contain viruses or other computer programming defects which result in damage to Host, its property, or servers, or any third party.
- 7.2. By submitting Content to Host for inclusion on a website, Client and Client's users grant Host a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the

Content solely for the purpose of displaying, distributing, and promoting the website. This Agreement does not transfer from Client to Host any intellectual property or ownership of content.

8. NETWORK, SECURITY, AND SERVICE-LEVEL AGREEMENT

- 8.1. Host shall partner with 3rd party service providers for data storage and housing of servers. The networks shall be hosted on multiple web and database servers for built-in replication and redundancy.
- 8.2. Host shall employ full-time system administrators to work with the 3rd party service providers to manage Host's servers, accounts, and day-to-day needs.
- 8.3. Host agrees to ensure that the 3rd party service providers maintain the highest levels of security and reliability for the Client's site, along with on-site back up power generators and fire suppression technology, along with the highest levels of third-party certifications and accreditation.
- 8.4. Access to Client's data is restricted to trained employees and contractors of Host who are only provided access when needed for maintenance and support.
- 8.5. Host shall be accountable for all actions taken by 3rd party service providers on behalf of the Client.
- 8.6. Host shall notify the Client within fourteen (14) days should the service provided to the Client change in any reasonably substantial way.
- 8.7. Host guarantees a 99.9% availability of Service.
 - 8.7.1. For any month where greater than or equal to 99.9% availability is not obtained, Host shall grant a 5% credit of the total annual contract price will be applied to the cost of Services for the next annual Term renewal.
 - 8.7.2. Credit will not be applied if the reason for less than 99.9% availability is:
 - 8.7.2.1. A result of scheduled outages notified to the Client at a time agreed upon and completed outside of Client's normal business hours that shall not last longer than two hours.
 - 8.7.2.2. Due to
 - 8.7.2.2.1. Client authored code,
 - 8.7.2.2.2. User-generated content,
 - 8.7.2.2.3. 3rd party code not developed by Incsub LLC, or its subsidiaries CampusPress or WPMU DEV, or
 - 8.7.2.2.4. Changes to the Service by parties apart from the Host or Host's 3rd party service providers.
- 8.8. Data center interruptions related to acts of God, natural disasters, or outside the control of the Host or the Host's service providers.
- 8.9. Outages or errors created by 3rd party service providers contracted by the Client (not contracted by the Host), such as Single Sign On providers and similar.

- 8.10. All database, user uploads, and WordPress files will be backed up once every 24 hours and stored via Amazon S3 service.
 - 8.10.1. Backup files shall be encrypted in transfer and at rest.
 - 8.10.2. Backups shall be kept for no more than thirty (30) days.

9. VIOLATIONS OF NETWORK SECURITY

- 9.1. Client is prohibited from intentionally violating or attempting to violate the security of the network.
- 9.2. Violations of system or network security may result in civil or criminal liability in addition to immediate termination of Client's agreement.
- 9.3. Host will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Clients who are involved in such violations.
- 9.4. These violations include, without limitation:
 - 9.4.1. Intentionally accessing data not intended for the Client or logging into a server or account that the Client is not authorized to access.
 - 9.4.2. Attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without authorization from the Host's team via email.
 - 9.4.3. Attempting to intentionally interfere with service to any Client, host or network, including, without limitation, via means of overloading, "flooding," "mail bombing," or "crashing".

10. SUPPORT

- 10.1. Unless otherwise agreed upon, all support is handled via email.
- 10.2. Host will triage all incoming support requests according to the following levels. Host will work to reply to all support requests at all levels, as quickly and completely as possible and within the following response time guarantees:
 - 10.2.1. Level 1 – Critical: Complete inability to access or use the platform, both front and back ends, of the WordPress Single Site instance.
 - 10.2.1.1. 1st reply within 60 minutes.
 - 10.2.2. Level 2 – High: Frontend is available and publicly accessible, but backend is such that updates to sites can't be made.
 - 10.2.2.1. 1st reply within 120 minutes.
 - 10.2.3. Level 3 – Medium: Partial or limited loss of non-essential functionality or branding, but affecting all users. An example would be files not being able to be uploaded by users.
 - 10.2.3.1. 1st reply within 360 minutes.

10.2.4. Level 4 – Low: Inconvenience but not impacting general performance. An example would be one plugin or built-in theme not working correctly, but otherwise the site is up and running without errors.

10.2.4.1. 1st reply within 24 hours.

10.3. For any calendar month in which these response time guarantees are not met two (2) or more times, Host shall apply a five percent (5%) credit of the total annual contract price will be applied to the cost of Services for the next annual Term renewal.

11. LIMITATION OF WARRANTY, LIABILITY, AND DAMAGES

11.1. To the maximum extent allowed by applicable law and except as otherwise set forth herein, Host, its agents, affiliates, licensors, and the like, do not represent or warrant, expressly or impliedly, that the Services will not be interrupted or error free.

11.2. Host does not make any warranty as to the results that may be obtained from the use of the Services, unless otherwise expressly stated in this Agreement.

11.3. Host makes no warranties or representations of any kind, express or implied, for the Services. Host also disclaims any warranty of merchantability or fitness for a particular purpose.

11.4. Except for bodily injury, neither Host nor any of its suppliers or licensors shall be liable or obligated regarding the subject hereof or under any contract, negligence, strict liability or other legal or equitable theory,

11.4.1. for any amounts equivalent to the fees paid to it hereunder with respect to the Services during the twelve (12) month period prior in which the incident was experienced;

11.4.2. for any cost of procurement of substitute goods, technology, services, or rights;

11.4.3. for any incidental, consequential or punitive damages;

11.4.4. for interruption of use or loss of data; or

11.4.5. for any matter beyond its reasonable control.

11.5. The parties agree that this section represents a reasonable allocation of risk, and that Incsub would not proceed in the absence of such allocation.

12. PATENTS, COPYRIGHTS, TRADEMARKS, AND OTHER INTELLECTUAL AND PROPRIETARY RIGHTS

12.1. Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Client.

12.2. Client agrees that all right, title, and interest in the Services provided to Client belongs to Host.

12.3. These products and services are only for Client's use in connection with services provided to Client as outlined in this Agreement.

12.4. Notwithstanding the limitations set forth in Section 11 above, Host expressly warrants to Client that it either owns the intellectual property that allows it to deliver the Services or has been obtained any and

all necessary permissions and rights to use the third party intellectual property used to deliver the Services to be provided to Client under this Agreement and that the use of the Services by Client, in accordance with the terms of this Agreement, shall not infringe the intellectual property rights of any third party.

- 12.5. Client expressly warrants to the Host that Client is entitled to use any patented, copyrighted, or trademarked material which Client uses, posts, or otherwise transfers to Host servers.

13. NOTICE

- 13.1. Any notice required or permitted to be given hereunder to either party hereto shall be in writing and shall be deemed given and received

- 13.1.1. when personally delivered with a written receipt obtained,
- 13.1.2. on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, or
- 13.1.3. the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (e.g., Federal Express).

- 13.2. Client agrees to keep Host informed of all current contact information for Client's account. Any notice to Host shall be sent by email to contact@campuspress.com or on Host's website located at <https://www.campuspress.com/contact>.

14. SEVERABILITY

- 14.1. In case any one or more of the provisions of this Agreement be held for any reason to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision(s) had never been contained in this Agreement, provided that those provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

15. ENTIRE AGREEMENT; COUNTERPARTS

- 15.1. This Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter hereof and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

16. FERPA-PROTECTED INFORMATION

- 16.1. Standards for Safeguarding Information.

- 16.1.1. Host agrees to implement reasonable and appropriate security measures to protect FERPA Protected Information (defined by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act or the "Act") used by Client or its authorized users against loss of data and unauthorized use and disclosure and take measures to adequately protect against unauthorized access and distribution in the provision of Services under this Agreement. If FERPA Protected Information is accessed, transferred, stored or processed in the provision of Services under this Agreement, Host shall protect such FERPA protected data in accordance with the Act.

16.2. Termination/Return or Destruction of Data.

- 16.2.1. Upon termination, cancellation, or expiration of this Agreement, for any reason, Host shall cease and desist all uses and disclosures of FERPA Protected Information and shall immediately return or destroy (if Client gives written permission to destroy) in a reasonable manner all such FERPA Protected Information used by Client or its authorized users, including any and all FERPA Protected Information that is in the possession of subcontractors or agents of Host.
- 16.2.2. Host shall return (or destroy) information within thirty (30) days after termination, cancellation, or expiration of this Agreement.
- 16.2.3. In the event that Host determines that returning or destroying any such information is impracticable, Host shall provide notification of the conditions that make return or destruction impracticable.
- 16.2.4. Upon mutual agreement of the Parties that return or destruction of such information is impracticable, Host shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Host maintains such information.
- 16.2.5. Host shall wipe or securely delete all Client data furnished by Client from storage media when no longer needed after 30 days of termination.
- 16.2.6. Measures taken shall be commensurate with the standard for “clearing” as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, before disposal or reuse.

16.3. Subcontractors.

- 16.3.1. Any and all subcontractors or agents of Host that receive FERPA Protected Information in the provision of Services under this Agreement shall be required to abide by the same requirements as Host with regard to the protection of FERPA Protected Information.

16.4. Reporting of Unauthorized Disclosures or Misuse of Information.

- 16.4.1. Host shall report to Client any use or disclosure of FERPA Protected Information not authorized by this Agreement or in writing by Client. Host shall make the report to Client not more than one (1) business day after Host learns of such use or disclosure. Host's report shall identify:
 - 16.4.1.1. The nature of the unauthorized use or disclosure;
 - 16.4.1.2. The date, estimated date, or estimated date range of the breach of security;
 - 16.4.1.3. A description of the personal information that was accessed or reasonably believed to have been accessed as a part of the breach of security;
 - 16.4.1.4. Who made the unauthorized use and/or received the unauthorized disclosure;
 - 16.4.1.5. What Host has done or shall do to mitigate the effects of the unauthorized use or disclosure; and

- 16.4.1.6. What corrective action Host has taken or shall take to prevent future similar unauthorized use or disclosure.
- 16.5. Host shall keep Client informed on the progress of each step of the incident response.
- 16.6. Host shall indemnify and hold Client harmless from all liabilities, costs, and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Host of any FERPA Protected Information or cardholder data.
- 16.7. Host shall mitigate, to the extent practicable, any harmful effect that is known to Host of a security breach or use or disclosure of student information by Host in violation of the requirements of this Agreement.
- 16.8. In addition to the rights of the Parties established by this Agreement, if Client reasonably determines in good faith that Host has materially breached any of its obligations, Client, in its sole discretion, shall have the right to:
 - 16.8.1. Inspect the data that has not been safeguarded and thus has resulted in the material breach;
 - 16.8.2. Require Host to submit a plan of monitoring and reporting, as Client may determine necessary to maintain compliance with this Agreement; and/or
 - 16.8.3. Terminate the Agreement immediately.

Signatures

Both Parties hereby agree.

**FOR REVIEW PURPOSES ONLY
FINAL AGREEMENT TO BE SIGNED DIGITALLY**

Signature

Teri Wanderi

Signature

Signed by:
Donald Astrab
6DD41D98CFDA4F4...

Name

Teri Wanderi

Name

Donald Astrab

Date

September 20, 2024

Date

9/18/2024

Title

CampusPress Account Manager

Title

Interim President

For CampusPress, a subsidiary of Incsub LLC

**For The District Board of Trustees of Broward College,
Florida**



BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor" or "CampusPress") 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.

CampusPress (the "Host") hereby acknowledges and agrees to comply with the Web Content Accessibility Guidelines (WCAG) 2.1, as promulgated by the World Wide Web Consortium (W3C).

CampusPress further agrees to ensure that all services conform to these guidelines to the extent they pertain to the code and infrastructure developed and maintained by CampusPress. CampusPress will use commercially reasonable efforts to maintain compatibility of its services with assistive

technologies and to incorporate accessibility features into its service documentation.

Notwithstanding the foregoing, CampusPress's indemnification obligations are expressly limited to claims arising solely from the code that CampusPress directly develops and maintains. *CampusPress shall not indemnify Broward College (the "Client") for claims related to content created by users on the network*, or for issues arising from the use of WordPress core or third-party code, as such content and code are beyond the control and development scope of CampusPress.

CampusPress further commits to providing Broward College with a roadmap outlining a timeline for addressing any identified accessibility issues ("Accessibility Issues") within the scope of the code that CampusPress has developed and maintains.

The indemnification by CampusPress shall be strictly limited to its own code.

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



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SUPPLEMENTAL ADDENDUM - SOFTWARE**

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



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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 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



BROWARD COLLEGE SUPPLEMENTAL ADDENDUM - SOFTWARE

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 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 shaped 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



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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.

VENDOR: [Click or tap here to enter text.](#)

By: 
Name: Teri Wanderi
Title: S.S.E., B.I., Account Manager
Date: 17/09/2024