



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the renewal agreement with QLess, Inc. for their web-based queue management software system used college-wide, utilizing the bid waiver (information technology). Fiscal Impact: Estimated \$163,693.00. Requesting fiscal authority in the amount of \$46,000.00 only as fiscal authority was previously granted via MT 11229. Cumulative contract total will be \$579,844.97.

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed?

Broward College adopted QLess to enhance the customer experience by reducing and potentially eliminating wait times and queues. Students and staff no longer need to endure frustrating waits in physical lines, as QLess offers a convenient virtual queue system accessible through mobile devices, kiosks, or online platforms. By eliminating the anxiety and inconvenience associated with waiting, QLess significantly improves overall customer satisfaction and enhances the institution's online reputation.

QLess was initially implemented in 2014 for on-campus services such as Admissions, Advising, and Financial Aid. Encouraged by its success, the use of QLess was expanded to include other essential services such as International Students, Veterans, Career Services, Career and Technical Education and the Cashier's Office. This expansion ensured that a wider range of services benefited from reduced wait times, improved customer satisfaction, and enhanced employee productivity.

When the COVID-19 pandemic necessitated the closure of in-person services, we swiftly adapted QLess to a remote operational model. Recognizing the importance of providing uninterrupted services, we made QLess available remotely to all students, excluding those at the international centers. The vendor worked with Broward College and other schools to prepare their software for remote advising and other services, and it has been serving students online for the past year. Students are able to call-in, register online or text this service, and get in a virtual queue, so remote advisors can call them back when available. This adaptation enabled students to access services remotely, join virtual queues, and receive notifications about their appointments. QLess played a crucial role in ensuring continuity during challenging times and maintaining high levels of customer satisfaction.

In addition, QLESS continues to serve its original purpose that is to provide the best customer service possible to our students, and in light of the fact that during peak registration periods there tends to be long lines in our busy areas, such as: advising and financial aid, this service helps reduce the line significantly. Students are able to register electronically for a place in a queue and are reminded by SMS text message on their mobile device as their appointment time comes up. This helps our students multi-task and do other important tasks as they wait.

This request is to execute a three-year renewal for the QLESS web-based queue management software system but with fiscal authority for \$46,000.00 as fiscal authority was already granted via MT11229. The total cost for three-years is \$163,693.00. The College compared pricing against two resellers; however, QLESS offered the lowest pricing.

What procurement process or bid waiver was used and why? The College used the exemption provided for the IT Bid Waiver in accordance with the Florida Administrative Code (FL DOE 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? 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? Yes.

Was that return on investment not met, met, or exceeded and how? Broward College implementing and retaining QLess not only benefits students/customers but also empowers employees to be more productive. By eliminating physical queues, staff members can focus on providing personalized attention and resolving inquiries, rather than being tied up with managing queues. With QLess, employees receive real-time notifications about customer needs, enabling them to optimize their time and deliver efficient service. This increased productivity fosters a positive work environment and improves the overall efficiency of the institution. This provides a return on objective which is measured by assisting our students more efficiently.

One of the remarkable features of QLess is its ability to offer valuable insights into student/customer behavior. Through analytics and reporting features, Broward College can analyze data on customer wait times, service utilization, and satisfaction levels. These insights enable administrators to identify patterns, make data-driven decisions, and improve operational efficiency. By understanding customer preferences and needs, institutions can continuously enhance their services, leading to higher levels of customer satisfaction.

Having students waiting in a line not being able to perform any tasks while waiting is inefficient and having online students wait on a phone for assistance is also ineffective for customer service. QLess has proven to be a transformative solution for our institution, significantly reducing wait times and enhancing the customer experience. Historically, students endured long waits of 3 to 5 hours for services such as Admissions, Advising, and Financial Aid. However, since implementing QLess, the average wait times have drastically decreased. According to data from 2017 to the present, the average wait time for Admissions is now just 20 minutes, Advising takes approximately 6.72 minutes, and Financial Aid averages 37 minutes.

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:

Board Item

Meeting of August 20, 2024

Description: Approximately \$163,693.00 from Student Tech Fee CC0288, FD108, BU202 as follows: \$52,960.00 (24-25), \$54,548.00 (25-26), \$56,185.00 (26-27).

07/01/24	CC0288 · Technology Fee Plan	(\$52,960.00)
07/01/25	CC0288 · Technology Fee Plan	(\$54,548.00)
07/01/26	CC0288 · Technology Fee Plan	(\$56,185.00)
TOTAL:		(\$163,693.00)

Donald Astrab

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

7/8/2024

Raj Mettai

Raj Mettai, Chief Information Officer




















7/19/2024

APPROVAL PATH: 12333 QLess, Inc. - Queue Management Software System - Renewal (2024-2027)

 **Workflow**

 [Edit View](#)

 [Add Work Item](#)

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		 Completed	
2	Donald Astrab	Chief Operating Officer		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Zaida Riollano	Procurement Approval 		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Raj Mettai	CIO Review		 Completed	
6	Legal Services Review Group	Review and Approval for Form and		 Completed	
7	Board Clerk	Agenda Preparation		 Pending	
8	District Board of Trustees	Meeting	08/20/24 08:30 AM	 Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



Quote Reference: 0Q0UK0000013gq90AA

The District Board of Trustees of Broward College, Florida - 2024 3 YRs

Company Information:

The District Board of Trustees of Broward College,
Florida 111 East Las Olas Blvd
Fort Lauderdale FL
33301 United States

Service Order Information:

Quote Created: Jun 28, 2024
Quote Expires: September 3, 2024

Service Order created by:

Kristen Becker
kristen.becker@qless.com
(800) 405-4637 x. 1208

Main Contact:

Adam Derosa
aderosa@broward.edu

Contract Signer:

Adam Derosa
aderosa@broward.edu

Service Order Details:

Subscription Start Date: Sep 1, 2024
Subscription End Date: Aug 31, 2027
Contract terms: 36
Payment Terms: Annually
PO Required: Yes, Before Invoicing
Currency: USD
of Locations:

Comments

This is a 3 year quote paid annually.

ITEMS & PRICES

Item / Description	Quantity	List Price	Your Price	Total Price
Mobile Queuing Platform - 2 way SMS	1.00	\$56,185.00	56,185.00	\$56,185.00

2026

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

Item / Description	Quantity	List Price	Your Price	Total Price
Mobile Queuing Platform - 2 way SMS	1.00	\$54,548.00	54,548.00	\$54,548.00
2025				
Mobile Queuing Platform - 2 way SMS	1.00	\$52,960.00	52,960.00	\$52,960.00
2024				
API Access	1.00	\$0.00	0.00	\$0.00
FlexAppointments	1.00	\$0.00	0.00	\$0.00
Live Dashboard	1.00	\$0.00	0.00	\$0.00
Totals				\$163,693.00

QLESS STANDARD PURCHASE TERMS:

Governing Terms

This Service Order (the "Service Order") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and the Customer listed below ("Customer"). This Service Order is subject to the Terms and Conditions between QLess and Customer quote #00001393 with last signature date of 9/12/2019 as modified by the Broward College Supplemental Addendum – Software signed by QLess on July 8, 2024 (collectively, the "Agreement"). This Service Order, together with the Agreement, forms the entire agreement between QLess and Customer governing the services described hereunder. All terms of the Agreement are incorporated herein by this reference. If any terms of this Service Order conflict with the terms of the Agreement, the Agreement shall govern.

The Term of this Service Order will commence on the day of receipt of a fully executed Agreement between QLess and Customer.

The Fees associated with the Services provided in this Service Order are due and payable annually as specified above.

**Additional
Payment
Terms**

If a PO is required for invoicing purposes, please submit the PO to billing@qless.com, to avoid delayed access to the QLess Services. Payment is due net 30, upon receipt of a fully executed Agreement and Service Order. Customer will be invoiced in USD and payments are to be remitted in USD. Please direct all billing inquiries to billing@qless.com All amounts are non-cancellable or non-refundable (except as explicitly provided herein or in the Agreement). In the event of a conflict between the terms of this Service Order and the Agreement and the terms of a Customer PO, the terms of this Service Order and Agreement shall govern.

**QLess
Hardware**

All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date. In case of any malfunction of the hardware (other than free-standing kiosks), Customer is required to notify QLess within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty days (30) the manufacturer warranty may still be used.

Signatures

QLess, Inc.

The District Board of
Trustees of Broward College, Florida

Kristen Becker

(Signature)

(Signature)

Name Kristen Becker

Name _____

Title Head of Client Success & Revenue Ops

Title _____

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

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

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

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

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

5. No Automatic Renewals or Extensions. Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

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

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. This section shall not be subject to any limitations of liability provisions in the Agreement. 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 _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's 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. BC's Sovereign Immunity. 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

16. Governing Law 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. 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.

17. Confidentiality Obligations. Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the 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.

18. Vendor's Confidential Information / Public Records Law. BC is subject to the public records

**BROWARD COLLEGE
SUPPLEMENTAL ADDENDUM - SOFTWARE**

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

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

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF

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

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

19. Miscellaneous. 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; and (iii) attorneys’ or collection-fees provisions.

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: *Kristen Becker*
Name: Kristen Becker
Title: Head of Client Success
Date: 7/8/2024



Quote Reference: 0Q04S000000AF7ySAG

Broward College 2023 Renewal

Company Information:

Broward College
111 East Las Olas Blvd
Fort Lauderdale, FL,
33301, United States

Quote Information:

Quote Created: Jun 12, 2023
Quote Expires: September 30, 2023
QLess Account ID: 12448765

Quote created by:

Kristen Becker
kristen.becker@qless.com
(800) 405-4637 x. 1208

Accounts Payable:

Alina Gonzalez
agonza13@broward.edu

Main Contact:

Wanda Elois

Contract Signer:

Dr. Jeffrey Nasse

Quote Details:

Subscription Start Date: Sep 1, 2023
Subscription End Date: Aug 31, 2024
Payment Terms: Annually
PO Required: Yes, Before Invoicing
Currency: USD
of Locations:

Comments

PRODUCTS & SERVICES:

Product ID	Payment Type	Quantity	Sales Price	Subtotal	Discounts (if applicable)	Total Price
API Access	Subscription Fee	1.00	\$0.00	\$0.00		\$0.00
FlexAppointments	Subscription Fee	1.00	\$0.00	\$0.00		\$0.00

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105



Product ID	Payment Type	Quantity	Sales Price	Subtotal	Discounts (if applicable)	Total Price
Live Dashboard	Subscription Fee	1.00	\$0.00	\$0.00		\$0.00
Mobile Queuing Platform - 2 way SMS	Subscription Fee	1.00	\$52,960.00	\$52,960.00		\$52,960.00
Total Contract Value:						\$52,960.00

QLESS STANDARD PURCHASE TERMS:

QLess Subscription

This Order Form (the "Order Form") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and "account name" ("Customer"). This Order Form, together with the [Terms of Service](#), forms the entire agreement between QLess and Customer governing the services referenced below (collectively, the "Agreement").

The Subscription Term of this order form will commence on the day of receipt of the account set-up and log-in information to the QLess portal or sixty-days (60) from the Effective Date whichever occurs earlier. The sixty-day (60) commencement date provides, QLess and Customer, adequate time for the account set-up and implementation of QLess services.

Delays due to account set-up, hardware delivery, training dates, or live launch of the service do NOT affect the Commencement Subscription Date.

Initials: _____

Implementation, Account Set-up and Training services, to ensure QLess is properly set-up, tested and deployed, begin on the Effective date and extend up to sixty-days (60) from the Effective date. Training may be scheduled after sixty-days (60) from the Effective date. Initial Account Setup services after the initial sixty-day (60) period will be invoiced at \$175 per hour.

Billing will occur on the Subscription Date or sixty-days (60) days after the Effective Date, whichever occurs sooner, for the full value of the Subscription and Implementation Services described above plus any applicable taxes. Payment is due net 30. Please direct all billing inquiries to billing@qless.com. Customer will be invoiced in USD and payments are to be remitted in USD.

The Subscription will automatically renew at the end of the Subscription Term, continuously and indefinitely, for period equal to the Initial Term (each a "Renewal Term") unless Customer notifies QLess via email (to billing@qless.com) thirty-days (30) prior to the Subscription end date.

QLess Hardware

Hardware: All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date.

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105




In case of any malfunction of the hardware (other than free-standing kiosks), the customer is required to notify QLess within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty-days (30) the manufacturer warranty may still be used.

Payment is due net 30 upon receipt of hardware. Please direct all billing inquiries to billing@qlless.com.

Please find e-signature fields below.

Signatures

DocuSigned by:

CE71DBD3F9B8460...
Signature - Dr. Jeffrey Nasse

Counter Signature


Signature - Kristen Becker

Questions? Contact Me

Kristen Becker

kristen.becker@qlless.com

(800) 405-4637 x. 1208





The District Board of Trustees of Broward College, Florida - 2022 Renewal

The District Board of Trustees of
Broward College, Florida
111 East Las Olas Blvd
Fort Lauderdale, FL 33301
United States

Alina Gonzalez
Chief Business Officer -
Information Technology ,
Broward College
agonza13@broward.edu
954-201-3509

Reference: 20220509-094923454
Quote created: May 9, 2022
Quote expires: September 17, 2022
Quote created by: Kristen Becker
Client Success Manager/Renewals
kristen.becker@qlless.com
8004054637

Comments from Kristen Becker

Renewal Terms:
9/1/2022-8/31/2023

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
EDU 2022: Mobile Queuing Platform - 2 way SMS	EDU MQP 2	1	\$50,438.00 / year	\$50,438.00 / year for 1 year
EDU 2022: Live Dashboard	EDU LD	1	\$0.00 / year	\$0.00 / year for 1 year
EDU 2022: FlexAppointments	EDU Flex	1	\$0.00 / year	\$0.00 / year for 1 year
EDU 2022: API Access	EDU API	1	\$0.00 / year	\$0.00 / year for 1 year

Subtotals

Annual subtotal \$50,438.00

Total \$50,438.00

Purchase Terms

This contract is subject to the Terms and Conditions between QLess and The District Board of Trustees of Broward College, Florida quote #00001393 with last signature date of 9/12/2019.

Signature - District Board of Trustees of Broward College, Florida

DocuSigned by:

718ED749A745435...
Signature

8/16/2022
Date

John Dunnuck
SVP Finance & Operations
Printed name

Countersignature

Kristen Becker
Signature

7/22/2022
Date

Kristen Becker
Printed name

Questions? Contact me



Kristen Becker
Client Success Manager/Renewals
kristen.becker@qlless.com



8004054637

QLess

150 South Los Robles, Suite 900

Pasadena, CA 91101

United States



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

General Information

Quote Name	Broward College 2021 Renewal	Created Date	5/24/2021
Quote Number	00004081	Expiration Date	9/1/2021
Account Owner	Stacia Wilkins		
Phone	(805) 322-7337		
Email	kristen.becker@qless.com		

Customer Contact Information

Contact Name	Christian Block	AP Contact Name	Christian Block
Phone	954-201-2681	AP Contact Phone Number	954-201-2681
		AP Contact Email Address	cblock@broward.edu

Address Information

Ship To Name	Broward College	Bill To Name	Broward College
		Bill To	111 East Las Olas Blvd Fort Lauderdale, FL 33301 United States

Terms

Term of Contract	1 Year	Payment Term	N 30
Billing Terms	Annual		

Quote Line Items

Product	Product Description	Sales Price	Quantity	Total Price
2-way SMS Interactive Queuing Package EDU	2-way SMS Interactive Queuing QLess iOS and Andriod Apps: Customer Facing Interface Home Kiosk: User Web Join On-site Kiosk: Customer Facing Interface On-site Monitor: Customer Facing Display Customer Engagement Center (CEC): Staff User Interface Command Center (Account Configuration Tool): Staff Interface QLess Historical Reports & Analytics Ticket Printing Enabled (Requires Ticket Printer) Basic QLess Support Level Configuration Per Location: Queues per location: 1-10 Transaction Types/Service Results: 1-12 Per Queue Service Results: 30 Per Queue Custom Fields: Unlimited Client Branding within Customer Facing Kiosk and Monitor: Basic Client Logo CSS: No special design requirements for Kiosk or Monitor or CSS Style Sheet is provided by the customer.	\$48,035.56	1.00	\$48,035.56



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

Live Dashboard EDU	This is a real-time analytics tool providing key performance statistics, throughout the day, across the organization using QLess.	\$0.00	1.00	\$0.00
Moderate Flex Appointments Set-up EDU	6-10: Resource Types (Ex: Advisor, Agent, Representative) 6-10: # of Resources (Ex: Agent 1, Counselor, Dr. Jones) 6-10: Transaction Types (Ex: graduation check, immunization, permit application)	\$0.00	1.00	\$0.00
QLess API Access EDU	API Access - over 125 RESTful web service APIs offering precise control over queue management, customer experience, monitoring, and reporting.	\$0.00	1.00	\$0.00

Subtotal	\$48,035.56
Discount	0.00%
Sales Tax Total	\$0.00
Grand Total New	\$48,035.56

QLess Support Options & Miscellaneous Notes

BASIC SUPPORT - Included at no charge

- Access to Knowledge Base
- Phone and Email Support

Miscellaneous Notes

Renewal Dates:

9/1/2021 - 8/31/2022

PREMIUM SUPPORT - 20% OF ANNUAL LICENSE FEES (\$3,000 Minimum)

- 20% of Annual Licensing (\$3,000 Minimum)
- Access to Knowledge Base
- SLA with faster resolution time
- Online, Phone with Zendesk Talk and Email Support

Additional Details

Terms and Conditions

Modified Terms and Conditions

This contract is subject to the Terms and Conditions between QLess and The District Board of Trustees of Broward College, Florida quote #00001393 with last signature date of 9/12/2019.

Customer and QLess Signature

Account Name Broward College

Prepared By Kristen Becker

Name

Title

Client Success Manager

Signature

DocuSigned by:

718ED749A745435

Signature

Kristen Becker

Date

SVP Finance & Operations 8/11/2021

Date

5/24/2021



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

General Information

Quote Name	Broward College-2020 Renewal	Created Date	5/11/2020
Quote Number	00002531	Expiration Date	8/31/2020
Email	stacia.wilkins@qlless.com		

Customer Contact Information

Contact Name	Christian Block	AP Contact Name	Christian Block
Phone	(954) 201-2681	AP Contact Phone Number	954-201=2681
Email	cblock@browred.edu	AP Contact Email Address	cblock@broward.edu

Address Information

Ship To Name	Broward College	Bill To Name	Broward College
		Bill To	111 East Las Olas Blvd Fort Lauderdale, FL 33301 United States

Terms

Term of Contract	1 Year	Payment Term	N 30
Billing Terms	Annual	Purchase Order Required	<input type="checkbox"/>

Quote Line Items

Product	Product Description	Sales Price	Quantity	Subtotal	Discount	Total Price
2-way SMS Interactive Queuing Package EDU	2-way SMS Interactive Queuing QLess iOS and Andriod Apps: Customer Facing Interface Home Kiosk: User Web Join On-site Kiosk: Customer Facing Interface On-site Monitor: Customer Facing Display Customer Engagement Center (CEC): Staff User Interface Command Center (Account Configuration Tool): Staff Interface QLess Historical Reports & Analytics Ticket Printing Enabled (Requires Ticket Printer) Basic QLess Support Level Configuration Per Location: Queues per location: 1-10 Transaction Types/Service Results: 1-12 Per Queue Service Results: 30 Per Queue Custom Fields: Unlimited Client Branding within Customer Facing Kiosk and Monitor: Basic Client Logo CSS: No special design requirements for Kiosk or Monitor or CSS Style Sheet is provided by the customer.	\$1.95	30,041.00	\$58,579.95	18.00%	\$48,035.56
Live Dashboard	This is a real-time analytics tool providing key performance					



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

EDU	statistics, throughout the day, across the organization using QLess.	\$0.10	30,041.00	\$3,004.10	100.00%	\$0.00
Moderate Flex Appointments Set-up EDU	6-10: Resource Types (Ex: Advisor, Agent, Representative) 6-10: # of Resources (Ex: Agent 1, Counselor, Dr. Jones) 6-10: Transaction Types (Ex: graduation check, immunization, permit application)	\$41.66	12.00	\$499.92	100.00%	\$0.00
QLess API Access EDU	API Access - over 125 RESTful web service APIs offering precise control over queue management, customer experience, monitoring, and reporting.	\$0.05	30,041.00	\$1,502.05	100.00%	\$0.00

Totals & Payment

Subtotal	\$63,586.02
Discount	24.46%
Grand Total	\$48,035.56
Sales Tax Total	\$0.00
Grand Total New	\$48,035.56

QLess Support Options & Miscellaneous Notes

	Miscellaneous Notes	Renewal Term:
BASIC SUPPORT - Included at no charge		9/1/2020- 8/31/2021
<ul style="list-style-type: none"> • Access to Knowledge Base • Phone and Email Support 		
PREMIUM SUPPORT - 20% OF ANNUAL LICENSE FEES (\$3,000 Minimum)		
<ul style="list-style-type: none"> • 20% of Annual Licensing (\$3,000 Minimum) • Access to Knowledge Base • SLA with faster resolution time • Online, Phone with Zendesk Talk and Email Support 		

Terms and Conditions

TERMS & CONDITIONS:

This contract is subject to the Terms and Conditions between QLess and The District Board of Trustees of Broward College, Florida, quote #00001393 with last signature date of 09/12/2019.



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

Customer and QLess Signature

Account Name Broward College
Name Christian Block
Signature Christian Block
Date 7/28/2020

Prepared By Stacia Wilkins
Title Senior Account Manager
Signature Stacia Wilkins
Date 05/11/2020



Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

General Information

Quote Name Broward College - 2019 Renewal Created Date 3/25/2019
 Quote Number 00001393 Expiration Date 8/30/2019
 Account Owner Stacia Wilkins
 Email stacia.wilkins@qless.com

Customer Contact Information

AP Contact Name Christian Block
 AP Contact Phone 954-201-2681
 Number
 AP Contact Email cblock@broward.edu
 Address

Address Information

Ship To Name Broward College Bill To Name Broward College
 Bill To 111 East Las Olas Blvd
 Fort Lauderdale, FL 33301
 United States

Terms

Term of Contract 1 Year Payment Term Upon Receipt
 Billing Terms Prepaid Pre-Pay Yes
 Subscription Fees Pre pay upon signing of SO

Quote Line Items

Product	Product Description	Sales Price	Quantity	Subtotal	Discount	Total Price
EDU - Premium Package	Support & Command Center (includes Config Tool) Interactive Mobile Queuing Analytics / Reporting Kiosk, Monitor, QManager, Mobile Kiosk, Concierge, Widget iOS & Android Apps Access to API's Flex-Appointments Dashboard	\$1.95	30,041.00	\$58,579.95	18.00%	\$48,035.56
Support & Maintenance - Basic	Access to Knowledge Base Online, Phone with Zendesk talk and Email Support	\$0.00	30,041.00	\$0.00		\$0.00

Totals & Payment

DocuSigned by:
 Signature
 Date 9/4/2019 7:18ED 749A745435...

Prepared By Stacia Wilkins
 Title Senior Account Manager

Signature
 Date 09/12/2019





Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

First Payment Due	\$4,002.96	Subtotal	\$58,579.95
When Billing		Discount	18.00%
Monthly		Grand Total	\$48,035.56
First Payment Due	\$12,008.89	Sales Tax Total	\$0.00
When Billing		Grand Total New	\$48,035.56
Quarterly			
First Payment Due	\$48,035.56		
When Billing			
Annually			
Monthly Fee	\$4,002.96		
One-Time Fee	\$0.00		

QLess Support Options & Miscellaneous Notes

Miscellaneous	Renewal Term
Notes	9/1/19- 9/1/2020

BASIC SUPPORT - Included at no charge

- Access to Knowledge Base
- Phone and Email Support


PREMIUM SUPPORT - 20% OF ANNUAL LICENSE FEES (\$3,000 Minimum)

- 20% of Annual Licensing (\$3,000 Minimum)
- Access to Knowledge Base
- SLA with faster resolution time
- Online, Phone with Zendesk Talk and Email Support


Terms and Conditions

TERMS & CONDITIONS:

1. Customer agrees to allow QLess to promote that you are a customer of QLess.
2. The customer is responsible for providing electricity, Internet access, a computer and a QLess-supported browser at each point of service.
3. Payable upon receipt
4. The launch is defined as: Delivery of the standard QLess solution along with admin login.
5. QLess staff-facing interfaces require Adobe Flash (available for free for most popular computing platforms -check with your QLess rep for details).
6. In the QLess iOS and Android Apps, customers have to be provided the ability to request priority and trade places with another customer

DocuSigned by:
Signature 
Date 9/4/2019
718ED749A745435...

Prepared By Stacia Wilkins
Title Senior Account Manager

Signature 
Date 09/12/2019





Company Address 150 S Los Robles Ave.
Pasadena, CA 91101
US

- 7. Rates above include account setup, initial configuration & training.
This Service Order outlines the project and all the deliverables by QLess.
- 8. Unless otherwise noted, client subscription will begin upon receipt of Engineering welcome letter and when admin access is granted or continued. This shall also constitute the renewal date upon completion of the subscription term. In exceptional instances where renewal invoicing are delayed while services are still active, any lapsed invoicing periods will be retroactively applied, and the renewal date will remain as aforementioned.
- 9. This contract is subject to QLess Terms and Conditions that can be found attached and the General Addendum of The District Board of Trustees of Broward College, Florida.

Signature _____
 Date 9/4/2019
 718ED749A745435...

Prepared By Stacia Wilkins
 Title Senior Account Manager

Signature Stacia Wilkins
 Date 09/12/2019





BROWARD COLLEGE
SUPPLEMENT ADDENDUM - GENERAL

1. Incorporation by Reference. The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum - General ("Addendum") into the QLess, Inc. agreement between BC and Vendor (the "Agreement"). If this Addendum conflicts with the Agreement's 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. BC shall make payment in accordance with BC policies and procedures. BC's performance and obligation to pay is contingent upon the legislature's annual appropriation; BC will give notice to Vendor of the non-availability of funds when BC has knowledge thereof. BC will be responsible for paying only for any goods/services it receives; Vendor must refund any payment for goods/services that are unused upon the termination of the Agreement. BC is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. Vendor is responsible for and shall pay any taxes due under the Agreement. If Vendor is making any payment to BC, Vendor shall pay timely and not offset any amounts. BC shall not make any deposits or prepay any amounts; any deposits are refundable.

3. 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. Vendor represents and warrants that it is not on the Convicted Vendor List (see § 287.133, F.S.). Vendor hereby assumes all risks attributable to the willful or negligent acts or omissions of Vendor and its officers, employees, agents and subcontractors or persons otherwise acting at the instance of Vendor, in furtherance of fulfilling Vendor's obligations.

4. Information. If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, the 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 BC, provide 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 the Vendor does not transfer the records to BC.

(d) Upon completion of the Agreement, transfer, at no cost, to BC all public records in possession of the Vendor or keep and maintain public records required by BC to perform the service. If the Vendor transfers all public records to BC upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BC, upon request from BC's custodian of public records, in a format that is compatible with the information technology systems of BC.

(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 AGREEMENT, CONTACT BC 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 BC 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 BC 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 AGREEMENT. THE 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 BE GROUNDS FOR TERMINATION.

5. Indemnity. Vendor will indemnify, defend and hold harmless BC, The District Board of Trustees of Broward College, Florida, and their officers, employees, and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from: (i) the acts, omissions, negligence or misconduct of Vendor or its officers, employees, agents, representatives or subcontractors in connection with or related to (a)

Vendor's operations, activities, business and/or services or (b) Vendor's occupancy or use of the BC premises; or (ii) that Vendor's products and/or services (collectively, the IP") infringes upon or violates any proprietary right of any third party. BC will provide reasonable cooperation in the defense of the suit at Vendor's expense. Vendor's indemnification obligations shall not be limited by any limitation of liability outlined in the Agreement. Such defense and indemnity shall survive termination or expiration of the Agreement. **Nothing in the Agreement shall be construed as a waiver of sovereign immunity nor as an indemnification of Vendor by BC, and then such indemnification is limited to the express terms of §768.28, F.S.**

6. Compliance. In its performance, Vendor shall, at its own expense, at all times in the term, do the following:

- a. Permits: have all applicable permits, licenses, consents, and approvals necessary;
- b. General: comply with all applicable federal, state, local and rules, regulations, and ordinances and all other governmental requirements;
- c. Privacy: comply with all applicable state and federal laws and BC policies and procedures governing the use and/or safe-keeping of confidential, highly sensitive, and/or personally identifiable or protected health information (as may be defined by state or federal law), including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act, and the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003). Vendor shall obtain, in advance, all necessary permissions and consents required in regard to its collection and/or receipt of any such information. In the event that BC will share with or provide access to Vendor of any protected health information ("PHI"), as may be defined by state or federal law, BC and Vendor will enter into a separate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees to include all such terms and conditions contained in any subcontractor or agency contracts providing services on behalf of Vendor; and
- d. Federal funds. **If BC has entered into an agreement with the United States of America, or any Department thereof, and the Agreement is in furtherance of the commitments and/or requirements of such federal agreement OR FUNDS, Vendor agrees to comply with all such terms and conditions, herein incorporated by this reference.**

7. General Provisions.

a. Warranties. Vendor, at a minimum, warrants that the IP, the goods, and/or services to be provided by Vendor will be free of any material defects and will operate and conform to the specifications provided in all material aspects throughout the term of the Agreement. This warranty shall be in addition to any warranties provided in the Agreement.

b. Publicity. Vendor shall not make any announcements relating to the Agreement, nor shall Vendor use BC's name, trademarks, logos or marks, without the prior written approval from BC in each instance.

c. Insurance. BC, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers and employees, while acting within the scope of their employment by or service to BC. Any provision requiring BC to provide or acquire insurance coverage other than such self-insurance shall not be effective. Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover Vendor's (or subcontractor's) exposure in performing the Agreement and at BC's request, name BC as additional insured on Vendor's policies. All policies shall be in a form and with deductible limits satisfactory to BC, with insurance companies reasonably approved by BC and authorized to do business in the State of Florida, and written as primary coverage (except for professional liability). Certificates of all insurance shall be deposited with BC prior to the date of the Agreement. All insurance policies and certificates shall contain a provision that it will not be cancelled without giving BC thirty (30) days' written notice prior to the effective date of cancellation. Timely renewal certificates will be provided to BC as coverage renews. Vendor, for and on behalf of itself and each of its insurers, hereby waives any and all rights of subrogation against BC for any loss or damage arising from any cause covered by any insurance required to be carried under the Agreement by any other insurance actually carried by Vendor. Vendor shall provide copies of any insurance policies upon request.

d. Third Parties. BC is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

e. Governing Law. The Agreement is governed by the laws of the State of Florida, without regards to its conflicts of law principles. Exclusive venue of any actions shall be in Broward County, Florida. BC is entitled to the benefits of sovereign immunity.

f. Travel Expenses. If BC is responsible for reimbursing Vendor for travel expenses pursuant to the Agreement, bills shall be subject to, and shall be



submitted by Vendor in accordance with, § 112.061, F.S. and BC policies and procedures. BC reserves the right not to pay travel expenses unless BC approves such expenses in advance, in writing. BC has the right to make travel arrangements for Vendor.

g. Conflicts. Vendor represents that it is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Vendor certifies that its directors and/or principal officers are not employed and/or affiliated with BC unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable BC policies or rules. Violation of this section shall be grounds for termination of the Agreement.

h. Termination. Upon giving at least thirty (30) days' written notice to Vendor, BC may terminate the Agreement, at any time, with no further obligation to Vendor, other than to pay for any goods received or services rendered in compliance with the Agreement prior to the effective date of termination. BC shall not be liable for any early termination charges.

i. Records. Vendor agrees to keep and maintain, separate and independent records pertinent to the performance of the Agreement, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities under the Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under the Agreement. BC or its authorized agent shall have the right to audit and inspect such records from time to time during the term of the Agreement, upon reasonable notice to Vendor.

j. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by BC to Vendor; (b) Restrictions on the hiring of Vendor's employees; (c) BC's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) BC's tort liability; (e) Automatic renewals of the term of the Agreement; (f) Limitation of time to bring suit; (g) Limitation of Vendor's liability; (h) that BC performs reporting functions and/or maintains certain types of operations (i) Granting Vendor any right to audit BC; (j) Attorneys' or collection fees provisions; (k) Arbitration and mediation clauses; and (l) Indemnification of Vendor by BC.


k. Assignment. Vendor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily, involuntarily, or by operation of law, any right or obligation under the Agreement without the

prior written consent of BC, not to be unreasonably withheld. Any such unapproved assignment, subcontracting or transfer is void. No subcontracting or delegation shall in any event relieve Vendor of any obligation or liability under the Agreement.

8. No counterparts; Signatures. The Agreement may not be executed in counterparts. It may be signed electronically and such electronic signatures shall constitute an original for all purposes. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Vendor. This Agreement shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" for-mat date file, including via DocuSign. Such signature via DocuSign shall be treated in all respects as having the same force and effect as an original signature.

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:

By: 
Name: Diane Bello,
Title: Director of Operations, QLess, Inc.
Date: June 17, 2019



Effective March 1, 2011 – Broward College Approved

1. Scope

- a. QLess, Inc. (the “Company”) shall provide the Customer listed below with those services (“Services”) set forth in a service order or orders executed (“Service Order(s)”) by the Company and Customer. Unless otherwise agreed in writing, any conflict between the terms of a Service Order and these terms and conditions shall be resolved in favor of the Service Order.
- b. Customer shall not resell the Services or nor enter into any relationship whereby a third party can purchase or use the Services through Customer.

2. Term

- a. The term for the provision of Services by the Company shall be as set forth in the applicable Service Order.
- b. Termination of an individual Service Order shall not terminate any other Service Order.

3. Termination

- a. Either party may terminate a Service Order if the other materially breaches the terms of such Service Order, and does not cure such breach within thirty days of notice. In addition to any other remedies, the Company may suspend the provision of Services under all Service Orders upon twenty-four hours notice in the event that payment has not been received within ten business days of the due date for such payment.
- b. Except for a termination of a Service Order by Customer (i) based upon a breach of such Service Order or these terms and conditions by the Company, or (ii) pursuant to Section 3(c) or 6(c) below, in the event a Service Order is terminated prior to the end of its term, Customer shall pay the Company a termination charge equal to 100% of the fees that would have become due for the remainder of such term, in addition to all unpaid fees outstanding as of the date of termination. Customer agrees that such termination charge is a reasonable measure of the damages incurred by the Company and is not a penalty.
- c. The Company may modify components of, or the method of providing, its Services, upon thirty days notice, or a shorter period if such change is due to compliance with applicable laws or regulations. In such case, the terms and conditions and applicable Service Order(s) shall be modified solely to the extent necessary to reflect such modification(s); provided, that if such modification results in a material decrease in the functionality of the Services, then Customer may terminate the applicable Service Order if such material decrease is not remedied within thirty days notice from Customer.

4. Payment

- a. All payments shall be made in U.S. dollars. Payment for Services is due within thirty days after the date of invoice.
- b. Late payments hereunder will accrue interest at a rate of one and one-half percent (1-1/2%) per month, cumulated daily, or the highest rate allowed by applicable law, whichever is lower.
- c. The Company reserves the right to have Customer complete a credit application to determine Customer's creditworthiness.

5. Confidentiality: Data

- a. This Section 5 shall not apply at such times as the Company and Customer are parties to a non-disclosure agreement that governs the disclosure of confidential information by either party to the other.
- b. Each party acknowledges that it will have access to certain confidential information of the other party, including the term, fees and commissions and other terms and conditions of this Agreement ("Confidential Information"), and agrees that it will not use in any way, for its own account or the account of any third party, such Confidential Information, nor disclose to any third party (except to that party's attorneys, accountants and other advisors as necessary), any of the other party's Confidential Information. Information will not be deemed Confidential Information if it (a) is or becomes known to the receiving party from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) is required to be disclosed by law, a court, governmental agency or any applicable rules and regulations.
- c. The Company may, with the prior written consent of Customer, refer to Customer by name and trademark in the Company's marketing materials and web site, and in press releases, customer references and case studies, with a description of the relationship.
- d. Use of the data supplied by the end users of the Services shall be governed by the applicable privacy policy under which an end user supplies the data.

6. Indemnification

- a. The Company shall indemnify and hold harmless Customer from and against any and all claims and suits, (including reasonable attorney's fees and costs) brought against Customer alleging that a Service infringes or misappropriates

any intellectual property rights in a country in which such Service is provided by the Company to Customer.

- b. If a Service is held to infringe and injunction against its use finally adjudicated, the Company may, at its expense and in its sole discretion, either (i) obtain the right for Customer to continue using such Service, (ii) modify or replace in its entirety such Service so that it is no longer infringing; or (iii) (z) refund to User an amount equal to the pro rated value for use of the Software and Services.
- c. If the Company is unable to provide one of the foregoing remedies, Customer may terminate its use of the infringing Service without payment of the termination fee provided in Section 3(b).
- d. The Company shall have no liability for any infringement or misappropriation of intellectual property rights resulting from Customer's supplied content or trademarks, improper use of the Service or not in accordance with applicable documentation, or from products or services not supplied by the Company.
- e. When a claim is made against a party who is thus entitled to be indemnified, such party shall promptly notify the indemnifying party, and allow the indemnifying party to assume sole control of the defense of such claim or suit; provided, that the indemnifying party shall not enter into a settlement imposing liability on the indemnified party without the indemnified party's prior written consent.

7. Warranty Disclaimer: Limitation of Liability

- a. Except as specifically provided herein, Customer's use of the services is "as-is," and the Company does not make, and hereby disclaims, any and all other express and implied warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice. except as provided in a service order, the company does not warrant that the use of the services will be uninterrupted, error-free or completely secure. Except with respect to the indemnification provisions of Section 6, in no event shall either party be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not such party had knowledge, that such damages might be incurred.

8. Miscellaneous

- a. Notices under these terms and conditions and under any Service Order shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the addresses set forth above such other address for a party as shall be specified by like notice.

- b. Neither party may assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, that such consent shall not be required if the Company assigns its rights and obligations to an assignee that acquires all or substantially all of the Company's stock or assets. Any attempted assignment in violation of the foregoing shall be void. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

- c. All prior agreements and understandings are hereby superseded by these terms and conditions and the applicable Service Orders. If any provision is held unenforceable, these terms and conditions and Service Order(s) shall be deemed to be modified so as to render the remainder of the parties' agreement enforceable. Section 3-8 of these terms and conditions shall survive termination. These terms and conditions and Service Orders may only be amended in writing by both parties. No failure or delay of either party to exercise or enforce its rights shall operate as a waiver. Time is of the essence in the performance of obligations. If either party's performance is delayed to a force majeure event, such party's performance shall be excused during the appropriate period due to such event. Section 3-8 of these terms and conditions shall survive termination.