

## Enterprise Hosting and Services Agreement

This Agreement is made between First Coast Workforce Development, Inc. ("Service Provider"), with a principal place of business at 1845 Town Center Blvd., Suite 250, Fleming Island, Florida 32003. and CareerSource Chipola ("Client"), with a principal place of business at 4636 Hwy 90 East, Marianna, Florida 32446.

### 1. Services to Be Performed

Service Provider agrees to perform the following services and provide the following space in a hardened data center on Client's behalf:

- *Equipment Installation and setup in cabinet*
- *Power to the equipment in the cabinet*
- *Provision of a "cross connect" from the Client's equipment to the external WAN*
- *Reset of equipment (as long as not corrections are necessary)*
- *Limited Network Support and Configuration*
- *Limited Server Support and Configuration*

### 2. Service Level Agreement (SLA)

The Service Level Agreement or SLA includes the agreed upon levels of service and response that the Service Provider will deliver to the client relative to some of the services provided under this agreement including:

- *Limited Network Support and Configuration*
- *Limited Server Support and Configuration*

As stated, these items are limited in that they are only applicable to network and or server changes that are made necessary by the third-party co-location facility. If a change of this nature takes place, this SLA includes the following service and response expectations:

- *Notification of the change by the Service Provider to the Client relative to the impact of the change and the steps that will be taken to comply with this change in twenty-four (24) hours of the notification's receipt by the Service Provider.*
- *A timeframe for the implementation of any modifications by the Service*

*Provider that will be necessary to the Client's hosted environment to accommodate this change including any potential or planned downtime. This must be done within forty-eight (48) hours of the notification's receipt by the Service Provider.*

### **3. Payment**

In consideration for the services to be performed by the Service Provider, Client agrees to pay the Service Provider the sum of \$400.00 per month during the contract period and according to the terms of payment set forth below. These amounts represent direct pass-through costs for services provided by the third party co-location facility and minimal Service Provider staff time.

### **4. Terms of Payment**

Service Provider shall invoice Client for the payment amount stated in Section 3 above on a monthly basis or bi-annual basis with an initial payment for services through June 30, 2021 of \$3,200 to be paid by June 30, 2021. Client shall pay Service Provider's fee within 15 days after receiving Service Provider's invoice.

### **5. Expenses**

Client shall be responsible for all expenses incurred under this Agreement. Client expenses include but are not limited to equipment support costs, license fees, subscriptions, software updates and other items that will be necessary to preserve the operating environment.

### **6. Materials**

Client will furnish all materials, software, equipment (excluding network rack equipment itself), wiring, and supplies used to provide the services required by this Agreement. Service Provider will provide network rack equipment.

### **7. Insurance**

Service Provider shall not provide any insurance coverage of any kind for Client. Client shall indemnify and hold Service Provider harmless from any loss or liability arising from performing services under this Agreement.

### **8. Term of Agreement**

This agreement will become effective when signed by both parties and will terminate on the earliest of:

- June 30, 2022, or
- The date a party terminates the Agreement as provided below.

## **9. Terminating the Agreement**

Either party may terminate this Agreement any time by giving 30 days' written notice to the other party of the intent to terminate. The Service Provider also has the option to renew or non-renew this Agreement on the first day of each month within the period of the agreement.

## **10. Exclusive Agreement**

This is the entire Agreement between Service Provider and Client.

## **11. Modifying the Agreement**

This Agreement may be modified only in writing signed by both parties.

## **12. Confidentiality**

Service Provider acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Service Provider in order for Service Provider to host the electronic environment in this Agreement. Service Provider acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information could irreparably harm Client. Accordingly, Service Provider will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential network or system information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- Passwords, network diagrams, IP addressing schemes, or firewall and/or other network security configurations
- Any information accessible by the Service Provider that Client makes reasonable efforts to maintain the secrecy of. Service Provider shall not be restricted in using any material which is publicly available, already in Service Provider's possession prior to commencement of Service Provider's provision of services to Client, or known to Service Provider without restriction, or is rightfully obtained by Service Provider from sources other than Client.

Upon termination of Service Provider's services to Client, or at Client's request, Service Provider shall make available to Client all equipment, accounts, passwords, network diagrams and other information relating to Client's hosted environment. It will be the responsibility of the Client to terminate all access by Service Provider to the electronic environment upon the termination of this agreement.

### 13. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Clay County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

### 14. Applicable Law

This Agreement will be governed by the laws of the state of Florida.

### 15. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follow:

- When delivered personally to the recipient's address as stated on this Agreement
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- When sent by *fax* or electronic mail such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

### Signatures

Service Provider: First Coast Workforce Development, Inc.

DocuSigned by:  
By: Bruce Ferguson, Jr.  
Bruce Ferguson, Jr.  
Title: President & CEO  
Date: 6/14/2021

Client: CareerSource Chipola

DocuSigned by:  
By: Richard Williams  
Richard Williams  
Title: Executive Director  
Date: 6/14/2021