

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CLEVER INC.

(hereinafter referred to as “VENDOR”),
whose principal place of business is
1263 Mission Street, San Francisco, California 94103

WHEREAS, SBBC issued a Request for Proposal identified as RFP 19-069E, Identity Management & Single Sign-On Software Solution (hereinafter referred to as “RFP”), dated July 18, 2018, and amended by Addendum No. 1 dated August 1, 2018, each of which is incorporated by reference herein, for the purpose of receiving proposals for Single Sign-On Software solution and services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as “Proposal”) and which is incorporated herein by reference whereby VENDOR proposed to provide a Single Sign-On Software solution and services. This entails all implementation, training and support; and

WHEREAS, the RFP Evaluation Committee recommended this VENDOR for award.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS AND DEFINITIONS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Definitions**.

- (a) **SBBC Solution Admins**: SBBC Technical administrators of VENDOR’s Single Sign-On (SSO) product. Responsible for the configuration and management of the VENDOR’s SSO solution.
- (b) **End-users**: All SBBC users within the VENDOR’s SSO product inclusive of students, staff and non-employees as designated by SBBC. This is inclusive of **SBBC Solution Admins** when they are utilizing the product for non-admin functionality.
- (c) **Service Desk Delegated Admin**: Subset of Admin functionality delegated to specific users over all **end-users** as designated by **SBBC Solution Admins**.
- (d) **Teacher Delegated Admin**: Subset of Admin functionality delegated to teachers over their assigned students as designated by class schedule information provided by SBBC.
- (e) **Multi-Factor Authentication (MFA)**: A secondary form of authentication to enhance security for designated applications. This authentication is in addition to the end user’s password.
- (f) **Self-Service Account Recovery**: A secondary form of authentication to provide **end-users** the ability to reset their SSO account in the case of a forgotten password. This authentication is in place of the **end-user’s** SSO password.
- (g) **SSO Launchpad**: A web GUI interface where users are provided links to the applications which VENDOR supports for SSO. The **SSO Launchpad** integrates with the SSO functionality provided by VENDOR to provide a one-click login experience for end users.
- (h) **Mobile App**: A mobile application which can be utilized for MFA or Self-Service Account Recovery, provided at no additional cost to SBBC, other vendors for SBBC, developers, nor require any additional purchases.
- (i) **Security questions**: a form of **MFA** and **Self-Service Account Recovery** where end user is prompted to answer a series of questions that they previously set up during first login into VENDOR’s SSO solution.

- (j) **Password Injection:** A method of SSO that inserts the **end-user's** app specific username and password into the configured application's login page.
- (k) **Developer:** Any new application to be integrated with SSO, by an entity selected by SBBC who could be called a vendor, partner, staff, consultants in the future.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement and 2.05, the term of this Agreement shall commence upon the execution by all parties and shall conclude on June 30, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **VENDOR's Responsibilities.**

- (a) VENDOR shall provide a Single Sign-On solution with an end-user customizable Launchpad, a self-service password management solution, K-12 appropriate authentication methods, and opt in self-service functionality for account recovery and **MFA** in compliance with the RFP and as further described herein.
- (b) VENDOR shall provide SSO connection solution for all current SBBC applications utilizing the connection method stated in **Exhibit A** (SBBC Applications List). VENDOR shall also create any and all future applications with authentication methods that SBBC chooses within the authentication method provided by VENDOR.
- (c) VENDOR shall provide to SBBC all of the services described under this Agreement by the later of either January 4, 2019 or 30 business days after execution of this Agreement (the "Delivery Date"): VENDOR and SBBC shall perform user acceptance testing of the features in order to confirm VENDOR's compliance with its implementation plan and this Agreement. VENDOR shall only be held accountable for integrating the Applications listed on the SBBC Applications List (**Exhibit A**) within this timeline if SBBC and/or Developer provides the correct and complete SAML configuration settings (as determined by VENDOR) from each Developer for the respective Application on or before November 16, 2018 by 5 p.m. (Eastern Standard Time). If SBBC has not provided VENDOR with correct and complete SAML configuration settings from a Developer for an Application by November 16, 2018 by 5 p.m., then VENDOR will not be held responsible for failure to meet the Delivery Date solely for the respective Application for which VENDOR did not receive the correct and complete SAML. If VENDOR does not meet the implementation and migration of all Initial Applications (excluding any applications that

SBBC and/or Developer did not provide correct and complete SAML configuration settings) or does not provide SBBC with all other goods and services described under this Agreement by the Delivery Date, the Delivery Date will be extended to March 29, 2019, and VENDOR shall pay SBBC Sixty Five Thousand Dollars and 00/100 Cents (\$65,000.00) (“SBBC’s Current Provider Fee”) which shall be considered a liquidated damage fee. If VENDOR is unable to meet the March 29, 2019 Delivery Date, VENDOR shall pay the liquidated damage fee for each month the VENDOR has not met the Deliver Date deadline for no more than three (3) months. The requirements in this section shall survive the termination of this Agreement.

(d) New applications shall be fully implemented into SSO by VENDOR within ten (10) business days of SBBC’s notification to VENDOR, unless extenuating circumstances are approved in writing by the SBBC Chief Information Officer (CIO) (such approval not to be unreasonably withheld).

(e) VENDOR’s **SSO Launchpad** shall allow **end-users** the ability to customize the selection and arrangement of applications; including allowing each **end-user** to select and deselect specific applications to be viewable or not viewable, rearrange their view of applications and/or re-organize the applications on their own **SSO Launchpad**.

i. VENDOR’s Solution must provide **end-user** the ability to add specific applications to their **SSO Launchpad** that are not directly assigned to users. The applications available shall be determined by **SBBC Solution Admins**.

ii. VENDOR’s Solution must provide **SBBC Solution Admins** the ability to add specific applications to groups of user’s **SSO Launchpad**. The groups of users shall be identified by the VENDOR’s Solution utilizing **end-user’s** attributes designated by SBBC Solution Admins.

(f) MFA shall be available for all end-users for specific applications designated by SBBC. End-users shall have the ability to select a minimum of one (1) of the following MFA options:

- i. personal email
- ii. personal phone number
- iii. security questions
- iv. custom Mobile App

(g) **Self-Service Account Recovery** shall be available for all **end-users**. Work email will not be a recovery option for **end-users**. **End-users** shall have the ability to select a minimum of one (1) of the following Recovery options:

- i. personal email

- ii. personal phone number
 - iii. security questions
 - iv. custom Mobile App
- (h) Solution must provide **SBBC Solution Admins** the ability to create custom **Security Questions** and assign them to specific groups of **end-users** such as assigning appropriate **security question** for each type of user (younger students, older students, Staff).
- (i) VENDOR's SSO Solution shall include a **Mobile App** that provides **MFA** and **Self-Service Account Recovery** functionality to all **end-users**.
 - i. VENDOR's **Mobile App** shall be available for all applications that require **MFA** as designated by **SBBC Solution Admins**.
 - ii. VENDOR's **Mobile App** shall be iOS and Android compatible.
- (j) VENDOR's SSO Solution must allow SBBC's Solution Admin the ability to delegate specific admin functionality to specific groups of users over a different subset of **end-users** (For Example: **Teacher Delegated Admin** and **Service Desk Delegated Admin**).
 - i. Functionality to be granted: Control must allow the delegation of user password resets, unlocking of **end-user** accounts and the printing of user QR code badges (for users who have this enabled).
 - ii. Exclusions of functionality: Users provided delegated admin access shall have no visibility into end-user's current password(s).
- (k) VENDOR will not perform system maintenance that is expected to impact end users during the hours of 6 a.m. through 10 p.m. (Eastern Standard Time), seven (7) days per week, unless such maintenance is due to an emergency event, which VENDOR would use commercially reasonable efforts to provide immediate notification to SBBC. Notwithstanding the foregoing, VENDOR may perform system maintenance on Saturdays after 9 p.m. through 6 a.m. (Eastern Standard Time) that could potentially impact end users.
- (l) SLA and Maintenance schedule see the following:
 - (1) VENDOR shall provide SBBC with seven (7) days notification of all maintenance outside of the Maintenance Schedule.

- (2) VENDOR guarantees a 99.9% monthly uptime. VENDOR's service level agreement (SLA) is designed to hold it accountable to students and teachers.
- (3) Monthly Uptime is calculated as the percentage of possible minutes that Clever is available during a month. Downtime1 is calculated for every minute there is more than a 10% user error rate, measured based on server side error rate, ping test results, and website tests from a third party. Downtime does not affect everyone at the same time or in the same way: VENDOR could be experiencing an outage, but your app/district is unaffected, and vice versa. Total minutes in month - downtime minutes = monthly uptime minutes. Some scenarios don't count as downtime and are excluded from VENDOR's SLA are as follows:
 - (i) Scheduled Maintenance during off-school hours as specified in this Agreement;
 - (ii) Network or access problems outside VENDOR's control, such as routing issues between a SBBC internet service provider (ISP) and VENDOR servers;
 - (iii) issues caused by force majeure events outside of VENDOR's reasonable control; and (iv) issues that resulted from any actions or inaction by SBBC or a third-party.
- (4) Support. VENDOR's support hours shall be from 7:00 a.m. through 7:00 p.m. eastern standard time. All users can reach VENDOR support during those hours. VENDOR support responds to requests within six (6) business hours. For urgent support with access issues where over 25% of users lose access to VENDOR's Single Sign-on, SBBC's VENDOR Administrators can expect a one (1) hour SLA. Additionally, for urgent support requests where SBBC and its **End Users** have lost complete use of the SSO solution, VENDOR shall work around the clock and use best efforts to resolve such issues as soon as possible.

2.03 Cost.

(a) SBBC shall pay VENDOR a total of not to exceed Thirty Five Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$35,750.00) for any and all costs and expenses for implementation and training under this Agreement. SBBC shall incur no other costs or expenses for any other goods or services under this Agreement.

(b) VENDOR shall implement, any new Developer applications, which may be used by SBBC in the future, at absolutely no cost to either the Developer or SBBC. Additionally, the Developer is not required to purchase any additional or extra services or products from VENDOR to implement SSO for SBBC.

(c) VENDOR shall not assess any charges, costs, fees and the like and/or shall not collect any funds from Developers providing SBBC with application(s) to provide SSO integration for the Developer's application.

2.04 Payment.

- (a) Subsequent to providing satisfactory services for implementation and

training under this Agreement, VENDOR shall submit a proper and appropriate invoice in the amount of Thirty Five Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$35,750.00) to SBBC to be paid by SBBC net thirty (30) calendar days after the issuance of same invoice for the full amount listed above.

(b) SBBC shall not be required to pay for any other goods or services described in this Agreement.

2.05 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1 to RFP 19-069E, then;
Third: RFP 19-069E–Identity Management & Single Sign-On Software Solution, then;
Fourth: Proposal submitted by VENDOR in response to RFP 19-069E

2.06 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR with the following identifiable education records:

- 1) student first and last name
- 2) student identification number (ID)
- 3) student SBBC email address
- 4) school location
- 5) class schedule
- 6) grade
- 7) personal phone number (if user opts in and supplies information)
- 8) personal email address (if user opts in and supplies information)
- 9) student username
- 10) local identifier
- 11) state identifier
- 12) date of birth

(b) Purpose of disclosure:

1) VENDOR will utilize identifiable student information to provision and deprovision access to VENDOR's systems, define user roles and permissions within VENDOR's systems, provide appropriate reporting to SBBC, and allow student to reset their passwords, if needed and as required to fulfill VENDOR's obligations herein.

2) VENDOR may de-identify data from Education Records provided by SBBC. VENDOR may collect and use data derived from Education Records information,

including data about student's access and use of the VENDOR's products and services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular student, school or SBBC. VENDOR may use such data to operate, analyze, improve or market VENDOR's products and services, or to develop other educational sites, services or applications. If VENDOR shares or publicly disclose information (e.g., in marketing materials) that is derived from Education Records, that data will be aggregated or anonymized to reasonably avoid identification of a specific school, individual student or SBBC.

(c) VENDOR is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(d) The requirements of this section shall supersede any use of student information as listed in VENDOR's privacy policies.

2.07 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to

protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Information.**

(a) SBBC will provide the following employee information to VENDOR:

- 1) first and last name
- 2) title or role
- 3) SBBC identification number (ID)
- 4) SBBC email address
- 5) school or department location
- 6) class schedule
- 7) personal phone number (if user opts in and supplies information)
- 8) personal email address (if user opts in and supplies information)
- 9) user name
- 10) local identifier
- 11) state identifier

(b) Purpose of disclosure:

1) Vendor will utilize identifiable employee's information to provision and deprovision access to VENDOR's systems, define user roles and permissions within VENDOR's systems, provide appropriate reporting to SBBC, and allow employee to reset their password and/or assigned student's passwords, if needed, and as required to fulfill VENDOR's obligations herein.

2) VENDOR may de-identify data from Employee Information provided by SBBC. VENDOR may collect and use data derived from Employee Information, including data about any End Users' access and use of the VENDOR's products and services, that has been anonymized, aggregated, or otherwise de-identified such that the data cannot reasonably identify a particular End User, school or SBBC. VENDOR may use such data to operate, analyze, improve or market VENDOR's products and services, or to develop other educational sites, services or applications. If VENDOR shares or publicly disclose information (e.g., in marketing

materials) that is derived from Employee Information, that data will be aggregated or anonymized to reasonably avoid identification of a specific school, individual employee or SBBC.

(c) VENDOR shall not use the employee records listed for any purpose other than those listed or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

(d) The requirements of this section shall supersede any use of information as listed in VENDOR's privacy policies.

2.09 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the

actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: Clever Inc.
1263 Mission Street
San Francisco, CA 94107

2.11 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the

background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public 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. VENDOR shall 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's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC 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 SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.13 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.14 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days VENDOR's receipt of SBBC's award letter. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of

marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.16 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.17 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.18 **Incorporation by Reference.** Exhibit A attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Clever Inc. - RFP 19069E Identity Management & Single Sign-On Software Solution (2)
Date: 2018.10.24 14:53:24 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

CLEVER INC.

ATTEST:

By [Signature]
T. Bosmeny, CEO

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 2018 by TYLER BOSMENY of

Name of Person

Clever, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced CA DRIVER'S LICENSE as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]

Signature - Notary Public



OUD SAPPRASERT O'BRIEN
Printed Name of Notary

2223474
Notary's Commission No.

Exhibit A - SBBC Applications List			
Application Name	Authorization (How App is assigned to users)	URL	Current Authentication Method
eStore	**NEW		**NEW - not yet implemented
Maximo	**NEW		**NEW - not yet implemented
SAP	**NEW		**NEW - not yet implemented
FOCUS	**NEW		**NEW - not yet implemented
PDMS	**NEW		**NEW - not yet implemented
PTWEB	**NEW	https://webappi.browardschools.com/Transportation/Login.aspx	**NEW - not yet implemented
Avaya Contact Center Agent	**NEW	https://sbccaacc/agentcontrols/	**NEW - not yet implemented
BCPS Agenda - OptiWorkFlow	AD Group	http://browardagenda.browardschools.com/jsp/login.jsp	Password Injection - AD Credentials
Blackboard Collaborate	SBBC Assigned	https://sas.eluminate.com/site/internal/home	Password Injection - AD Credentials
FLDOE (Staff)	SBBC Assigned	https://portal.fldoesso.org/PORTAL/Application/Application-Access.aspx	Password Injection - AD Credentials
Kinetic	Request center	http://remedyweb.broward.k12.fl.us/kinetic/DisplayPage?name=Broward-Catalog	Password Injection - AD Credentials
Pinnacle	SBBC Assigned	https://gb.browardschools.com/pinnacle/gradebook	Password Injection - AD Credentials
Remedy	AD Group	http://remedyweb.broward.k12.fl.us/arsys/shared/login.jsp	Password Injection - AD Credentials
Schoolwires Websites	AD Group	https://www.browardschools.com/site/SAMLLogin.aspx?ignoreRedirect=true	Password Injection - AD Credentials
Basis	SBBC Assigned	https://scaweb.browardschools.com/basis	Password Injection - District provides credentials
Accelerated Reader	Request center	https://hosted182.relearn.com/752690/Public/RPM/Login/Login.aspx?srcID=t	Password Injection - User provides credentials
Accelify - Medicaid Providers	Request center	https://broward.acceliplan.com/Login.aspx?ReturnUrl=%2f	Password Injection - User provides credentials
Applitrack	Request center	https://www.applitrack.com/broward/?showinternal=false	Password Injection - User provides credentials
EasyIEP	Request center	https://go6.pceducation.com/flbroward	Password Injection - User provides credentials
ELLevation	Request center	https://eslreps.ellevationeducation.com/login/	Password Injection - User provides credentials
FLDOE (Students)	Request center	https://studentauth.fldoesso.org/vissts/public/BasicPages/LoginBasic.aspx?ReturnUrl=%2fvissts%2fsts.aspx%3fwa%3dwsigin1.0%26wtrealm%3dhttp%253a%252f%252fsts.fldoesso.org%252fadfs%252f52services%252ftrust%26wctx%3daf3f67e7-c6db-4116-aaf-c8a1ac3fd5b%26wct%3d2016-10-25T09%253a54%253a31Z&wa=wsigin1.0&wtrealm=http%3a%2f%2fsts.fldoesso.org%2fadfs%2f52rvice%2ftrust%26wctx=af3f67e7-c6db-4116-aaf-c8a1ac3fd5b&wct=2016-10-25T09%3a54%3a31Z	Password Injection - User provides credentials
iObservation	Request center	https://www.effectiveeducators.com/login/auth	Password Injection - User provides credentials
NearPod	Request center	https://nearpod.com/	Password Injection - User provides credentials
OptiSpool Web	Request center	https://webapp.browardschools.com/optispool/	Password Injection - User provides credentials
Optiview Facilities	Request center	https://172.20.44.41/optiviewcf/	Password Injection - User provides credentials
Optiview Web	Request center	https://172.20.44.41/optiview/	Password Injection - User provides credentials
OSPA Central	Request center	http://www.broward.k12.fl.us/ospa/ospa-central2/	Password Injection - User provides credentials
Sanford Inspire Program	Request center	https://pll.asu.edu/cas/login?service=https%3A%2F%2Fpll.asu.edu%2Fp%2Fcas%2Flogin%3Fdestination%3Dhttps%253A%2F%2Fpll.asu.edu%2Fp%2Fsearch%2Fsanford%2520inspire%2520program	Password Injection - User provides credentials
Virtual Counselor - Student	SBBC Assigned	https://bcps.browardschools.com/VirtualCounselor/bsvc/loginstudent.asp	Password Injection - User provides credentials
Atomic Learning	SBBC Assigned	https://secure2.atomiclearning.com/sso/shibboleth/broward	SAML
Canvas	SBBC Assigned	https://browardschools.instructure.com	SAML
CLEVER	Request center	https://clever.com/oauth/saml/login	SAML
Desire2Learn	Request center	https://broward.desire2learn.com/d2l/lp/auth/saml/login	SAML
Destiny	SBBC Assigned	https://browardschools.follettdestiny.com/	SAML
Eclipse PPM	AD Group	https://eod1.eclipseppm.com/login.aspx?dl=09da6b69-e9ca-47d1-9909-c598e2cc7314	SAML
Google	No button	https://www.google.com/a/browardschools.com/acs	SAML
My HRW	SBBC Assigned	https://my.hrw.com/sp/access?sp=hrw&connection=FL-Broward-00182725	SAML
Office365	All Users	https://office365.com	SAML
Overdrive	SBBC Assigned	https://libraryreserve.com	SAML
ParentLink	Request center	https://broward.parentlink.net/main/login/saml	SAML
Stemscopes	SBBC Assigned	https://n12003d20253.acceleratelearning.com/login/sso/login.php	SAML
StreamVu	SBBC Assigned	https://viewstage.streamvued.com	SAML
SuccessFactors	Request center	https://performancemanager8.successfactors.com/sf/home?company=browardcou	SAML
Defined STEM	Request center	https://users.definedlearning.com/saml/acs/DefinedSTEM/0022B4CB-9721-4540-9134-71DBEC968D62	SAML

All best efforts shall be made to integrate with SAML or WSFED, with the only exception developers who do not support either option.

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

IDENTITY AUTOMATION, LP

(hereinafter referred to as "VENDOR"),
whose principal place of business is
7102 North Sam Houston Parkway West, Houston Texas 77064

WHEREAS, SBBC issued a Request for Proposal identified as RFP 19-069E, Identity Management & Single Sign-On Software Solution (hereinafter referred to as "RFP"), dated July 18, 2018, and amended by Addendum No. 1 dated August 1, 2018, each of which is incorporated by reference herein, for the purpose of receiving proposals for Single Sign-On Software solution and services; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide an Identity Management software solution and services. This entails all implementation, training and support; and

WHEREAS, the RFP Evaluation Committee recommended this VENDOR for award.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS AND DEFINITIONS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Definitions.**

- (a) **SBBC Solution Admins:** SBBC Technical administrators of VENDOR's Single Sign On (SSO) product. Responsible for the configuration and management of the VENDOR's SSO solution.
- (b) **End-users:** All SBBC users within the VENDOR's SSO product inclusive of students, staff and non-employees as designated by SBBC. This is inclusive of SBBC Solution Admins when they are utilizing the product for non-admin functionality.

- (c) **Service Desk Delegated Admin:** Subset of Admin functionality delegated to specific users over all end-users as designated by SBBC Solution Admins.
- (d) **Teacher Delegated Admin:** Subset of Admin functionality delegated to teachers over their assigned students as designated by class schedule information provided by SBBC.
- (e) **Multi-Factor Authentication (MFA):** A secondary form of authentication to enhance security for designated applications. This authentication is in addition to the end user's password.
- (f) **Self-Service Account Recovery:** A secondary form of authentication to provide end-users the ability to reset their SSO account in the case of a forgotten password. This authentication is in place of the end-user's SSO password.
- (g) **SSO Launchpad:** A web GUI interface where users are provided links to the applications which VENDOR supports for SSO. The SSO Launchpad integrates with the SSO functionality provided by VENDOR to provide a one-click login experience for end users.
- (h) **Mobile App:** A mobile application which can be utilized for MFA or Self-Service Account Recovery, provided at no additional cost to SBBC, other vendors for SBBC, developers, nor require any additional purchases.
- (i) **Security questions:** a form of MFA and Self-Service Account Recovery where end user is prompted to answer a series of questions that they previously set up during first login into VENDOR's SSO solution.
- (j) **Password Injection:** A method of SSO that inserts the end-user's app specific username and password into the configured application's login page.
- (k) **Developer:** Any new application to be integrated with SSO, by an entity selected by SBBC who could be called a vendor, partner, staff, consultants in the future.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and shall conclude on June 30, 2022. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 calendar days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided - IDM.** VENDOR shall provide Identity Management software solution to include identity management software licensing, installation, implementation and training as described in the RFP, VENDOR's Proposal and in this Agreement.

2.03 **Description of Goods or Services Provided – Single Sign-on.** VENDOR was selected as alternate for Single Sign-on Software in the event that the primary is unable to meet their Agreement date obligations. SBBC shall notify VENDOR in writing if it elects to utilize Single Sign-on service. Should SBBC elect Single Sign-on services, then, in addition to all requirements listed in the RFP and VENDOR's Proposal, VENDOR shall provide a Single Sign-On solution with an end-user customizable Launchpad, a self-service password management solution, K-12 appropriate authentication methods, and opt in self-service functionality for account recovery and MFA as required in the RFP and as further described herein:

- (a) **SSO Launch Pad.**
- 1) **VENDOR's SSO Launchpad** shall allow **end-users** the ability to customize the selection and arrangement of applications; including allowing each **end-user** to select and deselect specific applications to be viewable or not viewable, rearrange their view of applications and/or re-organize the applications on their own **SSO Launchpad**.
 - 2) **VENDOR's Solution** shall provide **end-user** the ability to add specific applications to their **SSO Launchpad** that are not directly assigned to users. The applications available shall be determined by **SBBC Solution Admins**.
 - 3) **VENDOR's Solution** shall provide **SBBC Solution Admins** the ability to add specific applications to groups of user's **SSO Launchpad**. The groups of users shall be identified by the **VENDOR's Solution** utilizing **end-user's** attributes designated by **SBBC Solution Admins**.
- (b) **MFA** shall be available for all **end-users** for specific applications designated by **SBBC**. **End-users** shall have the ability to select a minimum of one (1) of the following **MFA** options:
- 1) personal email
 - 2) personal phone number
 - 3) security questions
 - 4) custom Mobile App
- (c) **Self-Service Account Recovery** shall be available for all **end-users**. Work email will not be a recovery option for **end-users**. **End-users** shall have the ability to select a minimum of one (1) of the following Recovery options:
- 1) personal email
 - 2) personal phone number
 - 3) security questions
 - 4) custom Mobile App
- (d) Solution shall provide **SBBC Solution Admins** the ability to create custom **Security Questions** and assign them to specific groups of **end-users** such as assigning appropriate **security question** for each type of user (younger students, older students, Staff).
- (e) **VENDOR's SSO Solution** shall include a **Mobile App** that provides **MFA** and **Self-Service Account Recovery** functionality to all **end-users**.
- 1) **VENDOR's Mobile App** shall be available for all applications that require **MFA** as designated by **SBBC Solution Admins**.
 - 2) **VENDOR's Mobile App** shall be iOS and Android compatible.
- (f) **VENDOR's SSO Solution** shall allow **SBBC's Solution Admin** the ability to delegate specific admin functionality to specific groups of users over a different subset of **end-users** (For Example: **Teacher Delegated Admin** and **Service Desk Delegated Admin**).

- 1) Functionality to be granted: Control shall allow the delegation of user password resets, unlocking of **end-user** accounts and the printing of user QR code badges (for users who have this enabled).
- 2) Exclusions of functionality: Users provided delegated admin access shall have no visibility into **end-user's** current password(s).

2.04 **Cost.**

- (a) SBBC shall pay VENDOR a total of not to exceed Eight Hundred Sixty-Five Thousand Forty-Four Dollars and 00/100 Cents (\$865,044.00) for any and all costs and expenses for identity management under this Agreement.
- (b) If SBBC elects to utilize the Single Sign-on Service included in this Agreement, SBBC's cost shall be a total of not to exceed Nine Hundred Sixty Thousand Seven Hundred Ninety-Six Dollars and 00/100 Cents (\$960,796.00) for any and all costs and expenses for identity management and single sign on services under this Agreement.
- (c) SBBC shall incur no other costs or expenses for any other goods or services under this Agreement.

2.05 **Payment.**

(a) Subsequent to providing satisfactory implementation services, training and delivering software licensing detailed in this Agreement, VENDOR shall be paid an amount not to exceed Eight Hundred Sixty-Five Thousand Forty-Four Dollars and 00/100 Cents (\$865,044.00) after receipt of an appropriate invoice within thirty (30) calendar days after the issuance of same invoice as detailed below, see **Exhibit A**:

- 1) **Year 1** – Three Hundred Seventy-Five Thousand Nine Hundred Forty-Eight Dollars and 00/100 Cents (\$375, 948.00).
- 2) **Year 2** – Two Hundred Forty-Four Thousand Five Hundred Forty-Eight Dollars and 00/100 Cents (\$244, 548.00).
- 3) **Year 3** - Two Hundred Forty-Four Thousand Five Hundred Forty-Eight Dollars and 00/100 Cents (\$244, 548.00).

(b) SBBC shall not be required to pay for any other goods or services described in this Agreement.

(c) Any language included in this Agreement for Single Sign-on is included as a contingency. SBBC shall notify VENDOR in writing if the Single Sign-on Service shall be utilized. If SBBC utilizes the Single Sign-on Service, VENDOR shall be paid an amount not to exceed Nine Sixty Thousand Seven Hundred Ninety Six Dollars and 00/100 Cents (\$960,796.00) after receipt of an appropriate invoice within thirty (30) calendar days after the issuance of same invoice as detailed below, see **Exhibit A**.

- 1) **Year 1** – Three Hundred Seventy-Five Thousand Nine Hundred Forty-Eight Dollars and 00/100 Cents (\$375, 948.00).

- 2) *Year 2* – Two Hundred Ninety-Two Thousand Four Hundred Twenty-Four Dollars and 00/100 Cents (\$292, 424.00).
- 3) *Year 2* – Two Hundred Ninety-Two Thousand Four Hundred Twenty-Four Dollars and 00/100 Cents (\$292, 424.00).

2.06 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
Second: Addendum No. 1 to RFP 19-069E, then;
Third: RFP 19-069E – Identity Management and Single Sign-On Software Solution, then;
Fourth: Proposal submitted by VENDOR in response to RFP 19-069E

2.07 **SBBC Disclosure of Education Records.**

(a) SBBC will provide VENDOR with the following education records:

- 1) student first, middle and last name
- 2) student identification number (ID)
- 3) students SBBC email address
- 4) school location number
- 5) class schedule
- 6) grade
- 7) local identifier
- 8) state identifier
- 9) date of birth

(b) VENDOR will utilize education records to provision and deprovision account access.

(c) VENDOR is considered a “school official” with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.31(a) (1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(d) The requirements of this section shall supersede any uses of student information as listed in VENDOR'S privacy policies.

2.08 **VENDOR Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims

no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.09 SBBC Disclosure of Employee Information.

(a) SBBC will provide the following employee information to VENDOR:

- 1) first and last name
- 2) Title(s)
- 3) Role(s)
- 4) SBBC identification number (ID)
- 5) school or department location information
- 6) SBBC email address
- 7) class schedule (if applicable)
- 8) username
- 9) local identifier
- 10) state identifier
- 11) personal email address (if user opts in and supplies information)
- 12) personal phone number (if user opts in and supplies information)

(b) VENDOR will utilize employee's information to provision and deprovision access to VENDOR's systems, define user roles and permissions within VENDOR's systems and provide implementation and ongoing support to SBBC.

(c) VENDOR shall not use the employee records listed for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

(d) The requirements of this section shall supersede any uses of information as listed in VENDOR'S privacy policies.

2.10 Inspection of VENDOR's Records by SBBC. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and

subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.11 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Information Officer
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

To VENDOR: Chief Financial Officer
Identity Automation, LP
7102 N Sam Houston Pkwy W, Suite 300
Houston, TX 77064

2.12 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public 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. VENDOR shall 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's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of

VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC 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 SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.15 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.16 VENDOR Intellectual Property. SBBC agrees that VENDOR and its suppliers own all Intellectual Property Rights in and to the VENDOR Product, including but not limited to any configuration, modifications, enhancements, or other customization developed or provided by

the SBBC. This Agreement does not convey or transfer any ownership rights in the VENDOR Product, or any Intellectual Property Rights therein, to SBBC. VENDOR's name, logo, trade names and trademarks, including but not limited to, RapidIdentity products (RapidIdentity Portal, RapidIdentity Connect, RapidIdentity Federation, RapidIdentity Folders, RapidIdentity eSSO, RapidIdentity MFA, RapidIdentity Appliance, RapidIdentity Server, RapidIdentity Proxy, RapidIdentity Windows Client, RapidIdentity Mac Client, RapidIdentity Mobile Client, RapidIdentity Depot) are owned by VENDOR, and no right is granted to SBBC to use any of the foregoing except as expressly permitted herein. VENDOR and its suppliers reserve all rights, title, and interest in and to all copies of the VENDOR Product. For clarity, SBBC recognizes and agrees that VENDOR owns all Intellectual Property Rights in and to all documentation, manuals and training materials provided by VENDOR to SBBC. VENDOR shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by VENDOR, any suggestions, enhancement requests, recommendations or other feedback provided by SBBC and/or any of its Subscription Users, relating to any product or service owned by VENDOR.

2.17 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.18 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.19 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.20 **Incorporation by Reference.** Exhibit A attached hereto and the RFP, its Addenda and the Proposal which are referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the

effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent

jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

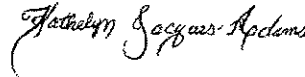
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Identity Automation, LP - RFP 19-069E
Identity Management & Single Sign-On
Software Solution
Date: 2018.10.25 15:31:18 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

IDENTITY AUTOMATION, LP

ATTEST:

By [Signature]

Name Chris Honeycutt

Title CFO

_____, Secretary

-or-

[Signature]

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was acknowledged before me this 25 day of October, 2018 by Chris Honeycutt of

Name of Person

Identity Automation, LP, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

08-20-2022

[Signature]
Signature - Notary Public

Lauren South
Printed Name of Notary

(SEAL)

129827650
Notary's Commission No.

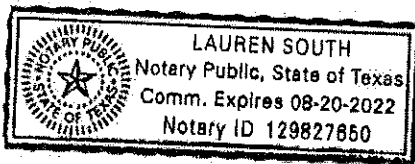


EXHIBIT A**PRICING SHEET****Identity Management (IDM) & Single Sign-On (SSO)**

22607 FTE COUNT	IDM ONLY	SSO AND IDM
SOFTWARE-IDM	\$ 244,548.00	\$ 244,548.00
SOFTWARE-SSO (only charged in year 2 & 3) *	\$ 0.00	\$ 47,876.00
BASIC SUPPORT	\$ 0.00	\$ 0.00
IMPLEMENTATION	\$ 125,400.00	\$ 125,400.00
TRAINING	\$ 6,000.00	\$ 6,000.00
TOTAL YEAR 1 (No charge for SSO)	\$ 375,948.00	\$ 375,948.00
TOTAL YEAR 2	\$ 244,548.00	\$ 292,424.00
TOTAL YEAR 3	\$ 244,548.00	\$ 292,424.00
TOTAL COST FOR 3 YRS	\$ 865,044.00	\$ 960,796.00

* SSO ONLY BILLED IN YEAR 2 AND 3 OF AGREEMENT, BUT AVAILABLE AS SOON AS NEEDED FOR USE DURING THE TERM OF THE CONTRACT.

SSO CHARGES WILL APPLY IF THE CLIENT REQUESTS TO UTILIZE THE SERVICE AT THE AMOUNT PER YEAR.

CHARGE OF \$375,948.00 IS FOR IDM. IF SSO IS UTILIZED, NO ADDITIONAL CHARGE WILL BE INCURRED.