



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-11.**

MEETING DATE	2019-07-23 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

**TITLE:**

Direct Negotiation Agreement - FY20-095 - Cybersecurity Curriculum

**REQUESTED ACTION:**

Approve the recommendation for the above Agreement. Contract Term: July 23, 2019 through July 31, 2020, 1 Year; User Department: Career, Technical, Adult & Community Education; Award Amount: \$246,500; Awarded Vendor(s): Global Business Solutions, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

Global Business Solutions, Inc. has expertise in cyber, computer science, and STEM education and will provide a robust library of curricula, hands-on professional development model, and informal educational programs. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction     Goal 2: Continuous Improvement     Goal 3: Effective Communication

**FINANCIAL IMPACT:**

The estimated financial impact to the District will be \$246,500. The funding source will come from CTACE's general budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**

(1) Executive Summary (2) Agreement

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Enid Valdez	Phone: 754-321-8444
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
7/15/2019, 1:57:36 PM

Electronic Signature  
Form #4189 Revised 06/05/2019  
RWR/ MLW/MCC/EV:kg

Approved In Open Board Meeting On: **JUL 23 2019**  
By: *Heather P. Burkwood*  
School Board Chair

## EXECUTIVE SUMMARY

### Direct Negotiation Agreement FY20-095 - Cybersecurity Curriculum Program

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#### **Introduction**

**Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the agreement between Global Business Solutions Inc. (GBSI) and The School Board of Broward County, Florida (SBBC), for one (1) year starting July 23, 2019 through July 31, 2020. This Agreement supports the District's vision of a vibrant economy with a technically skilled and educated workforce attracting industry to propel the District's economic and workforce development.

#### **Goods/Services Description:**

**Responsible: Career, Technical, Adult & Community Education (CTACE)**

The Global Business Solutions Inc. program allows students to experience and develop their knowledge in the Cybersecurity Career Pathway. Using the Acceletrain Collaborative Learning Environment, students will become industry certified using multi-media components in a "borderless classroom," an interactive learning environment that can span multiple physical locations. Acceletrain CLE combines the benefits of the traditional classroom with innovative learning techniques and the cost savings of internet-based training.

#### **Schools Included:**

##### ***High Schools:***

Boyd Anderson High School  
Cooper City High School  
Coral Glades High School  
Coral Springs High School  
Cypress Bay High School  
Dillard High School  
Hallandale High School  
South Broward High School

#### **Managing Department/School:**

Career, Technical, Adult & Community Education (CTACE).

#### **Procurement Method**

**Responsible: PWS**

Direct negotiation was conducted with the Vendor based on Purchasing Policy 3320. Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services. CTACE conducted market research and determined other companies did not provide the required curriculum. GBSI is the provider of the Acceletrain platform, which is what is directly tied to the industry certification that is relevant to Cybersecurity. In addition, they are a cybersecurity corporation that trains students to join industry upon completion of the program and attainment of industry certifications.

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**Financial Impact:**  
**Responsible: PWS and CTACE**

The spending authority being requested is \$246,500 for one (1) year as detailed below:

CLASSROOM:		
ACCELETRAIN® Collaboration License, Support and Training.	\$2,950.00	
CURRICULUMN:		
Cybersecurity Curriculum Package.	\$7,500.00	
Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software.	\$2,250.00	
Cybersecurity Professional Instructor Services.	\$12,350.00	
Total Cost Per School	\$25,050.00	
Total Base Cost for Eight (8) Schools (\$25,050 x 8)		\$200,400.00
Cypress Bay Additional Charge for second level courses	\$23,050	
Coral Springs Additional Charge for second level courses	\$23,050	
Total Additional Cost		\$46,100
<b><u>Total Cost for Eight (8) Schools</u></b>		<b><u>\$246,500</u></b>

The funds will be taken from CTACE's general budget.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

## AGREEMENT

THIS AGREEMENT (also referred to as "Ageement") is made and entered into as of this 23<sup>rd</sup> day of July, 2019, 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

**GLOBAL BUSINESS SOLUTIONS, INC.**  
(hereinafter referred to as "GBSI"),  
whose principal place of business is  
2400 West Michigan Avenue, Suite #4, Pensacola, Florida 32526

**WHEREAS**, there is a national shortage and crisis mounting for a skilled and qualified workforce in the field of Cyber Security;

**WHEREAS**, SBBC supports the Broward County-wide vision of a vibrant economy with a technically skilled and educated workforce attracting industry to propel the county's economic and workforce development;

**WHEREAS**, the SBBC supports the development of cyber education; provides professional learning opportunities across the school district; conducts Career Technical Education program operations; and supports Science Technology Engineering Math (STEM) education and career pathways;

**WHEREAS**, GBSI has expertise in cyber, computer science, and STEM education, as exhibited by the development of a robust library of curricula, hands-on professional development model, and informal educational programs;

**WHEREAS**, GBSI would like to promote its curricula resources, professional development services, and informal educational programs for K-12 teachers and students in Broward County, Florida.

**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**

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

## 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 both parties and conclude on July 31, 2020.

2.02 **Scope of Services.** This Agreement includes cybersecurity curriculum, hands-on labs, industry certification test preparation, instructional services, Acceleration software license and classroom collaboration equipment to school site locations in the SBBC service area, see **Exhibit A** attached.

2.03 **Curriculum License Agreement.** The Curriculum License Agreement is attached hereto as **Exhibit B** of this Agreement.

2.04 **ACCELETRAIN® Classroom Equipment Package.** The ACCELETRAIN® Classroom Equipment Package GBSI has created a paradigm shift in classroom-based training with the ACCELETRAIN® Collaborative Learning Environment (CLE), see **Exhibit C** attached.

2.05 **ACCELETRAIN® License Agreement.** The ACCELETRAIN® License Agreement is attached hereto as **Exhibit D** of this Agreement.

2.06 **ACCELETRAIN® Classroom Equipment Warranty.** The ACCELETRAIN® Classroom Equipment Warranty is attached hereto as **Exhibit E** of this Agreement.

2.07 **Price.** The Price Sheet is attached hereto as **Exhibit F** of this Agreement.

2.08 **Payment.**

- a) SBBC shall remit payments directly to Global Business Solutions, Inc. 2400 W. Michigan Ave., Suite 4 Pensacola, FL 32526.
- b) If applicable, SBBC shall pay GBSI, in accordance with payment schedule outlined in Scope of Services, **Exhibit A**.
  - 1) GBSI will send SBBC an invoice for fees and expenses upon acceptance of Goods and Services. The invoice is due thirty (30) days after the date of the invoice.
  - 2) The currency of account and the currency of payment for any sum to be paid by SBBC to GBSI will be US Dollars.

2.09 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should GBSI come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.10 **Inspection of GBSI's Records by SBBC.** GBSI shall establish and maintain books, records and documents (including electronic storage media) enough to reflect all income and expenditures of funds provided by SBBC under this Agreement. All GBSI's records applicable to this Agreement, 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 GBSI 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 GBSI's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of two (2) years after the termination of this Agreement or two (2) years after the date of final payment by SBBC to GBSI pursuant to this Agreement.
- b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide GBSI 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 GBSI'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 GBSI 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 GBSI's claims for payment.
- e) **Unauthorized Charges.** If an audit conducted in accordance with this section discloses unauthorized charges to SBBC by GBSI, the actual cost of SBBC's audit shall be paid by GBSI. Additionally, GBSI shall pay said unauthorized charge sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

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: Director, Career, Technical, Adult, Community  
Education (CTACE)  
The School Board of Broward County, Florida  
1701 N.W. 23rd Avenue  
Fort Lauderdale, FL 33311

To GBSI: Global Business Solutions, Inc. (GBSI)  
ATTN: Randy M. Ramos  
2400 West Michigan Avenue  
Suite #4  
Pensacola, FL 32526

2.12 **Background Screening.** GBSI shall comply with all requirements of Sections 1012.32 and 1012.465, 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 GBSI or its personnel providing any services under the conditions described in the previous sentence. GBSI 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 GBSI and its personnel. The parties agree that the failure of GBSI 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. GBSI 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 GBSI's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. GBSI 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, GBSI 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. GBSI 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 GBSI does not transfer the public records to SBBC. Upon completion of the Agreement, GBSI shall transfer, at no cost, to SBBC all public records in possession of GBSI or keep and maintain public records required by SBBC to perform the services required under the Agreement. If GBSI transfers all public records to SBBC upon completion of the Agreement, GBSI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GBSI keeps and maintains public records upon completion of the Agreement, GBSI 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](mailto: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. SBBC becomes the owner of products purchased under this Agreement and assumes responsibility for installation, implementation and proper usage of those products by students and those in the employment of SBBC. IN NO EVENT SHALL SBBC BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM GBSI TO THE EXTENT PERMITTED BY LAW. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE.
- b) By GBSI: GBSI agrees to be fully responsible, 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. GBSI shall not be responsible for the negligent or misuse of products by students or those in the employment of SBBC. GBSI shall not be responsible for the installation of products purchased under this Agreement.

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

- (a) **General Liability.** GBSI 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. GBSI 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. GBSI 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. GBSI 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 GBSI to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) 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 GBSI to remedy any deficiencies. GBSI 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. GBSI 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 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, B, C, D, E, and F attached hereto and 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) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) 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) 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 either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination,

By SBBC: SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services and/or products 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.

By GBSI: GBSI shall be entitled to full payment from SBBC for any products received from GBSI. GBSI shall be entitled to full payment for any services scheduled and delivered up to and including the date of such termination.

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, obligations to return public funds and obligations to make payment to GBSI 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.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By Heather P. Brinkworth  
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Global Business Solutions, Inc.  
Date: 2019.07.15 12:44:11 -04'00'

Office of the General Counsel

**FOR GBSI:**

(Corporate Seal)

Global Business Solutions, Inc. (GBSI)

ATTEST:

Printed Name Randy M. Ramos

Title: CEO

Signature: [Handwritten Signature]

\_\_\_\_\_, Secretary

-or-

Brown Wace  
Witness

Melanie J. Stone  
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 Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12 day of July, 2019 by Randy Ramos of Global Business Solutions Inc. on behalf of the corporation/agency.

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

My Commission Expires: 5/28/23



Tracie Polk  
Signature – Notary Public

Tracie Polk  
Printed Name of Notary

GG 339143  
Notary's Commission No.



## SCOPE OF SERVICES

### 1.0 Project Summary

This project provides GBSI cybersecurity curriculum, hands-on labs, industry certification test preparation, instructional services, ACCELETRAIN® software license and classroom collaboration equipment to school site locations in the SBBC service area.

GBSI and SBBC shall work together to develop project enhancements such as:

1. Cyber curriculum that articulates credit to local postsecondary.
2. New cyber programs.
3. A local K-16 cybersecurity workforce development pipeline.
4. Student competitions.
5. Support for grant writing opportunities.
6. Support for formal and informal cyber education programs.

### 2.0 Project Course List

The course sequences to be delivered under this Agreement are identified as:

CYBERSEC 1 – Computing and Technologies  
CYBERSEC 2 – Software, Systems and Security  
CYBERSEC 3 – Network Security  
CYBERSEC 4 – Cyber Security

### 3.0 Project Deliverables

The CYBERSEC courses are one-year course sequences and together represent a four-year program. High school students would attend CYBERSEC 1 as their year one course and CYBERSEC 4 as their year four course. This project provides a year-over-year sequence of cybersecurity training with the following deliverables.

### 3.1 Curriculum

The Official GBSI Cybersecurity Course Curriculum includes the following components that a teacher can use to plan, customize and effectively deliver the course content.

- Lesson plan
- Instructor textbook
- Lecture slides
- Course schedule
- Student worksheets
- Student study sheets
- Access to cloud-based hands-on performance labs
- Grading rubric for lab work
- Quizzes, mid-term exam and final exam
- Access to cloud-based certification test preparation

**Lesson plan** – The lesson plan is a detailed description of the course of instruction at the module and daily lesson level and includes timing for lecture and hands-on lab activities. Lesson plans include enabling, terminal and lab objectives and are mapped to Department of Education (DOE) frameworks for Florida.





**Instructor textbook** – Course facilitation is supported by this teacher’s reference to the student textbook.

**Lecture slides** – Course facilitation is supported by presentation slides in PowerPoint format.

**Course schedule** – Course facilitation is supported by samples of block and daily course schedules.

**Student worksheets** – Subject matter retentions is supported by daily handouts that students can complete during class instruction.

**Student study sheets** – Subject matter retention is supported by these handouts that students can use to prepare for exams and certification tests.

**Hands-on performance labs** – Student skill and competency development is supported by hands-on labs. Labs are accessed using a web-browser from a facilitating computing device. Lab solutions are also provided.

**Grading rubric for lab work** – A grading rubric for lab work is provided to help teachers convey expectations to students to achieve a particular grade on a lab assignment.

**Quizzes, mid-term exam and final exam** – These knowledge testing components have been developed so that answers can be found and referenced in the student textbook. Answer sheets are also provided.

**Certification test preparation** – The course helps students prepare for industry certification. Additional resources are available to prepare students for specific industry certification tests.

### 3.2 ACCELETRAIN® Classroom Equipment

ACCELETRAIN® is the next generation of connected classroom technology. ACCELTRAIN® is a cloud-based service that integrates audio/video components, collaboration tools and network resources to create a distributed Collaborative Learning Environment (CLE). This equipment facilitates face-to-face collaboration, mentoring and instruction and connects the classroom to the ACCELETRAIN® Infrastructure and Collaborative Learning Environment (CLE). ACCELETRAIN® Equipment for one classroom includes:

Description	Quantity
70” LED Monitor	4
PTZ HDMI Camera	2
Integrated High Fidelity System. (Speaker, Microphone and Amplifier)	1
Integrated Rack, Equipment Management and Backup	1
Mounting Hardware, Cabling, Connections and Adapters	1 classroom

Does not include installation.

### 3.3 ACCELETRAIN® License

ACCELETRAIN® is the next generation of connected classroom technology. At the core of the ACCELTRAIN® License is a cloud-based service that integrates audio/video components, collaboration tools and network resources to create a distributed Collaborative Learning Environment (CLE).

ACCELETRAIN® facilitates teacher and classroom distance learning with the following features:



- HD Video and High-Fidelity Audio is supported and only limited by the capabilities of the connected video and audio components. This feature supports face-to-face conversation, engagement and interaction between remote teachers and students connected to and supported by ACCELETRAIN®.
- Screen Sharing between remote teacher and classroom is supported. Sharing video and audio files is also supported. This feature enables teachers to display and play artifacts and files from their instructional computer desktop to the presentation and display devices connect to and supported by ACCELETRAIN®.
- Screen Annotation Toolkit is supported. Using screen annotation tools, a teacher can highlight, emphasize, notate, etc., information being displayed in the ACCELETRAIN® classroom.

Schools can create a network of ACCELETRAIN® connected resources to access teacher professional development, industry expertise, extracurricular activities and learning events.

ACCELETRAIN® is licensed for teachers and classrooms at one site.

Teacher and Classroom components including, but not limited to instructional computer, video cameras, audio microphones, sound mixers, speakers, video displays, sound proofing, modulation control, network cables, brackets and installation hardware are not included with the ACCELETRAIN® License.

Teacher training, instructional support and technical support for this service are included in the license fee, including phone and email support during school hours.

### **3.4 Hosted Course Labs**

Network hosting for course labs is done on GBSI's private cloud structure located in Florida. Redundant systems are in place. Hardware and software used for hosting are periodically updated based on standards, compliance, security and performance. GBSI shall manage the hardware, software and licensing for the course hands-on performance labs. Capacity limits are set at thirty (30) simultaneous student connections. If capacity exceeds 95%, SBBC agrees to increase capacity and pay the additional hosting fee recited in Exhibit F.

Access to the course labs will be from a computer through a web browser using a login-id and password provided by the instructor or support person. Date and time of course lab availability will be determined by the school and GBSI.

Instructional and technical support for this service is included in the license fee, including phone and email support during school hours.

### **3.5 Hosted Certification Test Preparation**

Network hosting for certification test preparation software is done on GBSI's private cloud structure located in Florida. Redundant systems are in place. Hardware and software used for hosting are periodically updated based on standards, compliance, security and performance. GBSI shall manage the hardware, software and licensing for the certification test preparation software. Capacity limits are set at thirty (30) simultaneous student connections.

Access to the certification test preparation software will be from a computer through a web browser using a login-id and password provided by the instructor or support person. Date and time of availability to access the certification test preparation software will be determined by the school and GBSI.



Instructional and technical support for this service is included in the license fee, including phone and email support during school hours.

### 3.6 Student Textbooks

Each CYBERSEC course uses a single student textbook to deliver content and study material over a two-semester school year. There are four CYBERSEC courses. The curriculum and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook.

### 3.6 Industry Certification Test Vouchers

Each CYBERSEC course prepares students for one or more industry certification tests. Industry certification test vouchers vary in price and vendor discount options. GBSI can provide certification test vouchers. Pricing for GBSI supplied test voucher will be provided at purchase time.

### 3.7 Professional Instructional Services

The courses of instruction authorized to be taught under this Agreement are listed in the Project Course List section.

Instructional services, dates, times and locations shall be determined and agreed upon. Any changes in class meeting dates, times or locations must also be agreed upon.

Using ACCELETRAIN®, GBSI shall provide distance learning instruction into an ACCELETRAIN® classroom following the curriculum program and lesson plans. GBSI instructors shall be certified in the course they are instructing.

To accelerate teacher competencies through direct professional development, GBSI instructors can virtually co-teach with a school's teacher of record.

#### GBSI Responsibilities

1. GBSI shall provide cybersecurity teachers to deliver virtual instruction and certification test preparation into the school district cybersecurity classroom, for courses listed in the Project Course List section.
2. GBSI shall use the ACCELETRAIN® Collaborative Learning Environment to deliver interactive instruction and engage with the school district classroom.
3. GBSI instructors have obtained the necessary certifications to teach the subject(s) to be presented.
4. GBSI employees that need to be on the school district campus will be appropriately badged for the school district. Proof of badge is required in advance and the badge will be displayed always while on campus at the school by all GBSI employees engaged in providing services.
5. GBSI shall independently perform all services specified in this Agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by GBSI to assist in the performance of this Agreement. GBSI will not hire District employees to perform any portion of the work services provided herein, including clerical, secretarial, and similar incidental services.
6. GBSI employees will not remain on campus when not actively engaged in the classroom for co-teaching, instruction, or observation of the school's onsite instructor.

#### School District Responsibilities:

1. The school district shall provide an onsite teacher of record who will gain content delivery expertise and subject matter expertise while facilitating and co-teaching the curriculum with the contract instructor.



2. The district shall adhere to Florida Department of Education requirements for class size.

#### **4.0 Warranty and Service**

GBSI shall provide a level of service that at a minimum includes:

- Remote training for teachers and staff involved in the instruction and support of students using GBSI project deliverables provided under this Agreement.
- Unlimited phone and remote desktop support during normal business hours.
- Unlimited supplemental training sessions as coordinated and agreed upon by GBSI and SBBC.

GBSI warrants that any training, support or consulting services provided through this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted industry practices.

GBSI warrants that during the term of this Agreement, it shall maintain the requisite personnel, competence, skill and resources necessary to provide and maintain the products and services under this Agreement.

#### **5.0 Price**

Pricing is provided in Excel Spreadsheet format as Exhibit F.



## CURRICULUM LICENSE AGREEMENT

1. SBBC acknowledges that this is only a limited nonexclusive license. GBSI is and remains the owner of all titles, rights, and interests in the curriculum.
2. GBSI retains the right to deliver, present, duplicate, and/or instruct its curriculum and its components. Further, SBBC agrees and acknowledges that any developer of a course or class has the right to deliver, present, duplicate, and/or instruct that course or class.
3. GBSI grants SBBC, for the term of the Agreement, hereto which this Curriculum License Agreement is attached, a non-exclusive, non-assignable right and license to deliver, present and/or instruct GBSI's copyrighted curriculum to SBBC classrooms within the scope of services of Exhibit A.
4. This license is expressly limited to site locations determined by SBBC, invoiced and paid to GBSI. The number of simultaneous sites shall not exceed the number invoiced and paid to GBSI.
5. No omissions, additions, or changes shall be made to GBSI's copyrighted curriculum without prior approval of GBSI.
6. SBBC acknowledges and agrees that GBSI is the sole owner of its curriculum and any copyrighted instructional material that are part of the curriculum, including but not limited to this document, any and all other electronic downloaded documents, presentation files, instructor materials, student materials, online content, examination and quiz questions and answers, visual aids, videos, student handouts, support reference materials, labs and other educational curriculum items.
7. No GBSI curriculum, whole or in part, including but not limited to presentation files, electronic downloaded documents, instructor materials, student materials, online content, or other course materials owned and copyrighted by GBSI may be used in the creation of a new or adapted course by SBBC for teaching, instruction, or distribution without written permission by an authorized officer of GBSI.
8. SBBC is authorized to provide updated course materials to course participants and incorporate instruction of changes to course curriculum and content provided that GBSI is notified in writing and in advance of the changes to be incorporated.
9. SBBC may provide copyrighted curriculum to a guest instructor who is preparing to teach a specific course of instruction; however, the entire, complete curriculum may not be given to guest instructors without GBSI's written approval.
10. All presentation, delivery, instruction and/or use of the instructional materials shall conform to the highest standards of quality, expectation, policy, and performance as defined by GBSI. SBBC agrees and acknowledges it shall be the sole right of GBSI to employ any and all necessary means to protect, preserve and maintain the highest levels of integrity and professionalism in providing the instructional materials to the SBBC and its audience.
11. SBBC agrees and acknowledges that no waiver of the right to amend, change, alter, delete, add, remove or replace any and all of the instruction materials is made by GBSI to any one person or entity as the result of this Curriculum License Agreement.

Global Business Solutions, Inc. – 2400 West Michigan Ave. Suite #4, Pensacola, FL 32526 – 850-944-7579



## ACCELETRAIN® EQUIPMENT PACKAGE

### ACCELETRAIN® Description

GBSI has created a paradigm shift in classroom-based training with the ACCELETRAIN® Collaborative Learning Environment (CLE). ACCELETRAIN® places instructors, subject matter experts, learners and technology into an interactive classroom learning environment that can span multiple physical classroom locations. In the ACCELETRAIN® environment, instructors and students interact seamlessly across any distance through immersive high definition video and high-fidelity audio. This “borderless classroom” environment enables students and instructors in multiple classrooms to share training experiences, collaborate in problem resolution and engage in simulation and hands-on labs.

In an academic environment, ACCELETRAIN® connects multiple classrooms across multiple locations, allowing the best teachers to raise the quality of education and increase student achievement across county lines. ACCELETRAIN® solves the economic problem of low enrollments and travel costs associated with remote classroom expansion.

At the heart of every ACCELETRAIN® deployment is an infrastructure that delivers video routing, management tools, interoperability options and distributed training solutions for classroom-based, instructor-led training (ILT). ACCELETRAIN® frees video, audio and digital collaboration from bottlenecks and a dependency on high-cost hardware and network connections. The ACCELETRAIN® infrastructure pairs unmatched performance with the flexibility to globally connect multiple classrooms, collaboration teams and subject matter experts with virtually unlimited scalability.

### ACCELETRAIN® Classroom Project Description

For each candidate ACCELETRAIN® Classroom, a classroom site survey shall be conducted to:

- determine classroom size and adequacy of standard ACCELETRAIN® classroom equipment configuration and installation. Classroom equipment is identified in Exhibit A
- meet and coordinate with district facilities and maintenance on electrical power requirements
- meet and coordinate with district IT Department on networking and connectivity
- meet and greet school teachers and officials

Using information gathered from the site survey, GBSI shall prepare and submit a permit/installation package. The package shall include the following:

- Classroom electrical power installation diagram
- Classroom equipment installation diagram
- Equipment installation specifications
- Cutsheets, datasheets and product specification sheets
- Exceptions or anomalies to be resolved

Upon resolution of exceptions, installation determination and approval to proceed, the classroom equipment can be installed. The standard ACCELETRAIN® classroom equipment to be installed is identified in Exhibit A. GBSI shall deliver the ACCELETRAIN® classroom equipment to the designated school for installation by SBBC.



### ACCELETRAIN® Classroom Project Implementation Summary

GBSI maintains an aggressive Program Management style with the belief that proper planning and management brings projects to completion on time, within budget, and yield the greatest system performance and reliability. The GBSI project implementation plan is a structured, straight forward approach that provides efficiency of resources, both time and personnel. The high-level events are:

#### Event

**Project Award** – A GBSI internal kickoff meeting is held. Sales, contract and implementation paperwork is turned over to the GBSI project lead and accounting.

**SBBC Kickoff Meeting** – GBSI, in consultation with SBBC, shall coordinate an SBBC Kickoff Meeting. The purpose of the meeting is to provide introductions, review contract requirements, identify schools and classrooms for Site Survey. SBBC shall identify school and classroom order of presentence. This is an opportunity to meet with any SBBC contacts.

**Site Survey** – In coordination with schools, candidate classrooms shall be reviewed, ACCELETRAIN® classroom shall be identified and a site survey of the target room completed. A permit/installation package shall be developed and submitted to SBBC.

**Design** – GBSI system engineers develop the final design for the system and facilities as appropriate. Design reviews shall be held prior to starting the installation to ensure all required anomalies have been resolved.

**ACCELETRAIN® Classroom Equipment Delivery** – The ACCELETRAIN® classroom equipment shall be delivered to the SBBC school site.

**Installation** – ACCELETRAIN® classroom equipment shall be installed by SBBC. During this time the site is prepared which may include but not limited to: Route and install cables; installing projection structures; and, installation of monitors, cameras, audio, and computing and network equipment. The system is connected to the cabling, dressed into the rack, networked to other equipment as required and terminated.

**ACCELETRAIN® Classroom Testing**– After the system is fully installed and connected by SBBC, GBSI's system engineers perform a complete system checkout. All non-rack mounted equipment is installed, aligned and programmed. All audio and video levels are set. All system functionality is verified including all signal paths. The system's operation shall be demonstrated during the initial training session.

**Training** – Initial SBBC training shall be conducted, and a Training and Operations Manual is provided.

**SBBC Turnover** – System is turned over to SBBC. System documentation, including warranty information, equipment list, training and operations manuals shall be provided to SBBC.

### ACCELETRAIN® Classroom Equipment Testing

Configuration and testing of the ACCELETRAIN® system shall begin after equipment installation is complete. GBSI shall activate all licenses and equipment warranties. GBSI shall inventory all equipment and provide the inventory list to the SBBC designated point of contact. GBSI will:

- Configure and test the installation
- Provide system documentation
- Provide initial equipment, broadcast and instructor training
- Additional and ongoing training shall be provided through support services



## Exhibit C

*NOTE: All installation and testing activities will be conducted during normal business hours. GBSI's current normal business hours are Monday through Friday, 8:00 AM to 5:00 PM (CST), excluding Federal holidays. Request for installation and testing outside our normal business hours can be accommodated for additional costs which are not reflected in this proposal.*

### **ACCELETRAIN® Classroom Equipment Warranty**

GBSI is committed to the quality of all ACCELETRAIN® equipment, installations and training provided. GBSI shall activate all equipment warranties. Warranty and service plan is identified in Exhibit A) Scope of Services and Exhibit E) Classroom Equipment Warranty.





## ACCELETRAIN® LICENSE AGREEMENT

1. SBBC acknowledges that this is only a limited nonexclusive license. GBSI is and remains the owner of all titles, rights, and interests in ACCELETRAIN®.
2. GBSI grants SBBC, for the term of the Agreement, hereto which this ACCELETRAIN® License Agreement is attached, a non-exclusive, non-assignable right and license to use the ACCELETRAIN® software within the scope of services of Exhibit A.
3. This license is expressly limited to site locations determined by SBBC, invoiced and paid to GBSI.
4. **Limited Warranty.** GBSI warrants that the physical medium on which the ACCELETRAIN® software may be distributed is free from defects in materials and workmanship. Under normal use, the ACCELETRAIN® software shall perform according to its printed documentation, and to the best of GBSI's knowledge SBBC's use of the ACCELETRAIN® software according to the printed documentation is not an infringement of any third party's intellectual property rights.

THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, OR OF FITNESS FOR A PARTICULAR PURPOSE.

No agent of GBSI is authorized to make any other warranties or to modify this limited warranty.

5. In case of a breach of the Limited Warranty, SBBC 's exclusive remedy is as follows: SBBC shall return all copies of the ACCELETRAIN® software to GBSI, along with proof of purchase. GBSI shall either send SBBC a replacement copy of the software or issue a full refund.
6. Notwithstanding the foregoing, GBSI IS NOT LIABLE TO SBBC FOR ANY COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR SBBC'S USE OF THIS SOFTWARE. SBBC's jurisdiction may not allow such a limitation of damages, so this limitation may not apply.
7. Any improvements or modifications made by GBSI to the software shall be promptly provided to SBBC and shall be automatically included in this ACCELETRAIN® License Agreement.
8. GBSI may terminate this license at any time, without prior notice to SBBC, if SBBC fails to comply with the terms of this ACCELETRAIN® License Agreement. Should GBSI terminate under this section, then SBBC shall be entitled to a pro rata refund of any pre-paid amounts for any services and/or products scheduled to be delivered after the effective date of such termination.
9. Upon expiration or termination of this ACCELETRAIN® License Agreement, all rights granted to SBBC under this agreement shall terminate and immediately revert to GBSI and SBBC shall discontinue all use of the software.



## ACCELETRAIN® EQUIPMENT WARRANTY

### Terms & Conditions

This Limited Warranty contains the sole expressed warranty made by Global Business Solutions, Inc. ("GBSI") in connection with ACCELETRAIN® Classroom Equipment sold by GBSI ("PRODUCT"). The Limited Warranty is made to The School Board of Broward County, Florida ("BUYER").

BY PURCHASING OR ACCEPTING THE PRODUCT, THE BUYER ACKNOWLEDGES THAT THE LIMITATION OF LIABILITY IS PART OF THE TERMS OF SALE, CONSTITUTES A BINDING AGREEMENT.

Any warranties, if separately provided in writing, are extended only to the BUYER whose name is shown on GBSI's invoice and/or contract. All PRODUCTS are covered by manufacturer's warranty, if applicable, and GBSI shall not be responsible for any such warranty services or claims, except as set forth herein. GBSI shall not be obligated to provide any warranty service or obligations unless BUYER has paid its purchases in full under this or any other GBSI invoice.

**Warranty Coverage** - GBSI warrants to the original purchaser that the PRODUCT(s) shall be free of any defect in material or workmanship for a period equal to the manufactures original warranty or for one (1) year for labor and one (1) year for parts, whichever is longer, from the date of the original invoice from GBSI. GBSI shall have the sole discretion in determining whether PRODUCT is covered under the warranty for labor and/or warranty for parts. Should the PRODUCT(s) supplied by GBSI prove defective by reason of improper workmanship or material as reasonably determined by GBSI, GBSI agrees, at its option, to either repair or replace the PRODUCT free of charge, excluding any shipping or handling charges. GBSI shall not be responsible for any software or data installed on the PRODUCT originally supplied by GBSI. This warranty does not cover software, external devices, accessories or other parts added to a GBSI system after the system is shipped from GBSI, or accessories or parts that are not installed in the GBSI factory. Any part that is repaired or replaced under this warranty shall, itself, be warranted only for the remainder of the warranty period of the original PRODUCT being repaired or replaced.

**Disclaimer of Warranties** - Except as set forth herein, GBSI disclaims all warranties including implied warranties to the extent permitted by law (to the extent they may not be disclaimed, GBSI limits the duration of such implied warranties to the duration of this Limited Warranty); GBSI disclaims any and all warranties and representations other than those explicitly specified in this contract; any warranties, if separately provided in writing, are extended only to the BUYER whose name is shown on this invoice/contract. Warranties do not cover PRODUCT damaged by external causes, including accident, abuse, misuse, improper installation, problems with electrical power, acts of third parties, PRODUCTS that are altered or repaired by anyone not authorized by GBSI, usage not in accordance with instructions accompanying the PRODUCT(s), or failure to perform required preventive maintenance, including but not limited to backups, problems caused by use of software, parts and components not supplied by GBSI, weather conditions, lightning, fire, water, or any acts of nature or God; GBSI shall not be obligated to provide any warranty service or obligations unless customer has paid its invoices in full, unless such invoices are disputed by customer.

**To Request Warranty** - You must call within the applicable warranty period. Refer to the telephone number in the warranty materials shipped with your PRODUCT or call GBSI at (850) 944-7579. Should



your warranty be approved and verified, GBSI shall issue a Return Merchandise Authorization (RMA) number, which is valid for fifteen (15) days. Any PRODUCT returned to GBSI that does not have a valid RMA number visible on the outside of the package shall be refused. PRODUCT that is not defective shall be returned to the sender with C.O.D. freight charges collect. You must ship the PRODUCT shipping charges prepaid and insure the shipment or accept the risk of loss or damage during shipment. GBSI shall ship the repaired or replacement PRODUCTS to you freight prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations shall be made freight collect. For all shipments outside of the domestic United States, import duties, taxes, and brokerage fees are not included in the PRODUCT price or shipping and handling cost and it shall be collected upon delivery from the carriers for certain packages. These charges are recipient's responsibility.

**Return & Refund Policy** - No return of merchandise shall be accepted without first securing a Return Merchandise Authorization ("RMA") number provided by GBSI. BUYER must submit evidence of purchase date, GBSI invoice number, description of goods including serial and model numbers, reason for return, exchange, or refund, and RMA number. At its sole discretion, GBSI may accept or deny BUYER's claim for return, exchange, or damages. If accepted and if the goods have not been used and are in a resalable condition, GBSI shall provide a refund within 30 days; returns after the 31st day shall be subject to a fifteen percent (15%) restocking fee. No refund, credit, or exchange is allowed after 45 days from the date of the invoice on all desktop computer systems, and part purchases. Opened software, promotional items, game vouchers, services, care options, and engraved PRODUCTS are not eligible for refund and may not be returned. (Software that contains a printed software license may not be returned if the seal or sticker on the software media packaging is broken, downloaded, and/or activated.) All PRODUCTS returned must have the RMA number prominently displayed on the shipping label with return freight prepaid by BUYER, and must include all original packaging, materials, manuals, and copy of invoice. All PRODUCTS returned must be securely packed and delivered to GBSI in an undamaged condition. All shipping and handling charges are non-refundable. GBSI may refuse or reject returned merchandise for failure to follow the conditions set forth herein.

**Shipping the PRODUCT** - Ship the PRODUCT(s) back to GBSI in their original or equivalent packaging. Clearly mark the RMA number on the outside of the carton. All returns for exchange or refund must be complete with all components, manuals, cables, warranty cards, and static bags, just as you received it. If the PRODUCT is not returned in its entirety, you shall be charged for the missing items. NOTE: You are responsible for your software and data. GBSI is not required to advise or remind you of appropriate backup and other procedures. GBSI is not responsible for any lost data or software in your PRODUCT.

**Repair of Your PRODUCT** - GBSI owns all parts removed from repaired PRODUCTS. GBSI uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement PRODUCTS. If GBSI repairs or replaces a PRODUCT, the warranty term is not extended. GBSI shall not reimburse BUYER for any repairs or replacements by anyone other than GBSI or anyone not authorized by GBSI.

**Delivery & Risk of Loss** - Shipment of all PRODUCT(s) shall be FOB point of origin as determined by GBSI. All risk of loss shall pass to BUYER upon tender to common carrier, BUYER or BUYER's agent or employee at GBSI's warehouse or other point so designated by GBSI. BUYER must report in writing all shortages or discrepancies to GBSI within seven (7) days of receipt. Otherwise, BUYER shall be deemed to have accepted the goods in satisfactory manner as determined under the Uniform Commercial Code. Any shortage or damage during transit must be reported to the carrier immediately and GBSI disclaims all liabilities in connection with such losses.



## Exhibit E

**Limitation of Liability** - BUYER'S SOLE AND EXCLUSIVE REMEDY AND GBSI'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING FROM PURCHASE OR USE OF THE PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AT GBSI'S SOLE DISCRETION.

IN NO EVENT SHALL GBSI BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE OF PRODUCTS PURCHASED FROM GBSI TO THE EXTENT PERMITTED BY LAW, GBSI MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW (TO THE EXTENT THEY MAY NOT BE DISCLAIMED, GBSI LIMITS THE DURATION OF SUCH IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY). IN NO EVENT SHALL GBSI'S LIABILITY EXCEED THE AMOUNT OF THE PARTICULAR DEFECTIVE PRODUCT PAID BY THE PURCHASER. THIS LIMITATION OF LIABILITY SHALL BE APPLICABLE TO ANY CLAIM PRESENTED, WHETHER THE LEGAL THEORY FORMING THE BASIS OF SUCH CLAIM INVOLVES CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, REGULATION, CONSUMER PROTECTION LAWS OR OTHERWISE.

**Governing Law** - This contract shall be governed and construed in accordance with the laws of the state of Florida. BUYER agrees that competent courts in Florida shall have the exclusive jurisdiction over any legal action with respect to this contract.

## Exhibit F

### SBBC Cybersecurity CTE Pathway Program

	GBSI Catalog Price Total	Multi-Site/Multi-Year Discount Price	Year 1	Year 2	Year 3	Total Discount Price
<b>CLASSROOM:</b>						
A. ACCELETRAIN® Classroom Equipment. Classroom equipment to enable synchronous broadcast classroom at one high school classroom in the school district. Equipment Includes: 4, 70" LED Monitors, 2 PTZ HDMI Cameras, 1, Integrated High-Fidelity System, 1 Integrated Rack System and Mounting Hardware, Cabling, Connections and Adapters.	\$34,995.00	\$16,865.00	\$16,865.00	\$0.00	\$0.00	\$16,865.00
B. ACCELETRAIN® Collaboration License, Support and Training. Includes unlimited access to the ACCELETRAIN® Collaborative Learning Environment (CLE), Support and Training. <b>This is a 12 month, one classroom site license and requires annual renewal. This service is required to enable an ACCELETRAIN® Classroom.</b>	\$6,390.00	\$2,950.00	\$2,950.00	\$2,950.00	\$2,950.00	\$8,850.00
<b>CURRICULUM:</b>						
C. Cybersecurity Curriculum Package. The cybersecurity curriculum package contains everything a teacher needs to plan, customize and effectively deliver the course, including: <ul style="list-style-type: none"> <li>• Lesson plans mapped to the Florida DOE Framework</li> <li>• Instructor book with lecture slides</li> <li>• Pacing plan and program schedule</li> <li>• Student class notes and study sheets</li> <li>• Grading rubric for lab work</li> <li>• Module quizzes, mid-term exam and final exam</li> </ul> <b>This is a 12 month, unlimited student, right to use license for one classroom site.</b>	\$12,500.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$18,500.00
D. Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software. GBSI manages the hardware, software and licensing for the course hands-on performance labs and certification test preparation software. This service is offered to save your school costs related to software licensing, equipment and technical support. <b>This is a 12 month, 30 simultaneous connections, right to use license.</b>	\$6,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$6,750.00
	\$59,885.00		\$29,565.00	\$10,700.00	\$10,700.00	\$50,965.00
<b>OPTIONS/ADD-ONS:</b>						
<b>INSTRUCTIONAL SERVICE:</b>						

<p><b>E. Cybersecurity Professional Instructor Services.</b> Using an ACCELETRAIN® connection, GBSI places industry expert instructors into your classroom to teach the CYBERSEC courses. This service enables any school to start the program and enhances student and teacher success through quality instruction. Our instructors virtually co-teach with your school's teacher of record accelerating teacher competencies through direct professional development. Our instructors offer subject matter expertise to increase student competencies by relating the course content to the career workplace and can increase certification test pass rates through their testing personal testing knowledge. GBSI recommends 65 contact hours per semester of instruction and certification test preparation. GBSI's instructor rate is \$95.00 per contact hour.</p>	\$15,000.00	\$12,350.00	\$12,350.00	\$12,350.00	\$12,350.00	\$37,050.00
<p><b>AA. Add an ACCELETRAIN® Classroom.</b> Classroom equipment to enable synchronous broadcast classroom at one high school classroom in the school district. Equipment Includes: 4, 70" LED Monitors, 2 PTZ HDMI Cameras, 1, Integrated High-Fidelity System, 1 Integrated Rack System and Mounting Hardware, Cabling, Connections and Adapters.</p>	\$34,995.00	\$16,865.00				
<p><b>BB. Add an ACCELETRAIN® Collaboration License, Support and Training.</b> Includes unlimited access to the ACCELETRAIN® Collaborative Learning Environment (CLE), Support and Training. This is a 12 month, one classroom site license and requires annual renewal. This service is required to enable an ACCELETRAIN® Classroom.</p>	\$6,390.00	\$2,950.00				
<p><b>CC. Add a Cybersecurity Curriculum Package.</b> This annual pricing is to add a Cybersecurity Curriculum Package to a new site location.</p>	\$12,500.00	\$7,500.00				
<p><b>DD. Increase Cloud-based Hosting and Managed Services for Course Labs and Certification Test Preparation Software.</b> This annual pricing is to add thirty (30) simultaneous connections to increase capacity capability.</p>	\$6,000.00	\$2,250.00				
<p><b>EE. CYBERSEC Cybersecurity Student Textbooks.</b> Print and Digital Version. Each CYBERSEC course is taught over a two-semester school year. There are four CYBERSEC courses. Students will prepare and test for industry certifications during the course. The curriculum plans and supporting labs are mapped to the student textbooks. The price includes a printed and digital version of the student textbook. Each textbook price is \$89.95.</p>	\$129.95	\$89.95				