



## ORDER FORM

### Customer Information

Entity Name:	Tampa Bay Workforce Alliance, Inc. d/b/a Careersource Tampa Bay (CSTB)				
Street Address:	4350 West Cypress Street, Suite 875				
City:	Tampa	State:	FL	Zip Code:	33607

Customer's Primary Contact*		Customer's Project Manager*	
Name	John Flanagan	Name	Chad Kunerth
Email	flanaganj@careersourcetampabay.com	Email	kunerthc@careersourcetb.com
Phone	(813) 397-2024	Phone	(813) 930-7400 ext 2512

Provider's Primary Contact*		Provider's Project Manager*	
Name	Micaela Alpers	Name	Daniela Valentim
Email	Micaela@careerteam.com	Email	DanielaValentim@careerteam.com
Phone	(619) 559-8134	Phone	203-392-1445

\*Subject to change from time-to-time.

<b>Project/Order Description:</b>	Renewal of previously customized platform		
<b>Length of License Term:</b>	1 Year		
<b>Initial Term:</b>	7/1/2023	<b>TO</b>	6/30/2024
<b>Annual License Fee:</b>	\$150,000		
<b>One-Time Fees:</b>	N/A		

This Order Form incorporates the terms and conditions of the Career Edge Subscription License, Terms, and Conditions, available at <https://terms.careerteam.com/> (the "Terms & Conditions") and CSTB Addendum and, together with those terms, forms a binding agreement between Career Edge, LLC and the customer listed above. Capitalized terms used but not defined in this Order Form have the meaning given to those terms in the Terms & Conditions. All monetary denominations are stated in United States dollars.

### A. DESCRIPTION OF SERVICES

#### I. Licensed Modules:

	Name of Service	Description of Services
<b>X</b>	<b>Career Edge Platform with Content and Tools</b>	Access to the basic Career Edge Platform with the Career EDGE Toolkit; eighteen student success and professional development modules; 11 Industry exploration modules; and an administrative dashboard.
<b>X</b>	<b>Career Cluster Inventory Assessments</b>	A picture-based assessment where a user can choose what they like and dislike, thus leading to a report that shows them the industries that would be right for them.
<b>X</b>	<b>Case Management</b>	A dynamic and user-friendly case management system for workforce development.
<b>X</b>	<b>Participant Timesheets</b>	Online system for participants to submit timesheets and obtain employer approval.
	<b>Labor Exchange</b>	Online job board for organizations and their partner employers to post opportunities.

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<b>Virtual Hiring Events</b>	A virtual hiring event platform to connect career seekers to employers with employment opportunities.
<b>Alumni Portal</b>	A dynamic portal for higher education institutions to post events, alumni spotlights, articles, continuing education, etc.
<b>Other</b>	Such other services or modules, as described below.

**I. In-Scope Programs.** The modules/services selected above are licensed for use in connection with each of the following programs/courses operated by the Customer, with the number of annual program cycles listed next to each program:

Program Name	Number of Program Cycles Per Year:
Tampa Bay Summer Hires FKA Summer Job Connection	1
WIOA Youth	1
WIOA Adult and Dislocated Worker	1
SNAP	1
Wagner Peyser - Rapid Response Recovery (a.k.a. "R3")	1
Wagner Peyser - Eligibility Assessment Program	1
RESEA	1
Business Services	1
NDWG	1
Welfare Transition Program	1
ACE	1
Get There Faster	1

Inclusion of a program as an in-scope program is for licensing purposes only. Inclusion of a program as an in-scope program is not a guarantee of any specific functionality for that program in the Career Edge Platform. For example, case management and timesheet functionality for in-scope programs will be built pursuant to the terms of the Customization Services section below.

**II. Implementation Services.** N/A – This is the renewal of an existing platform.

**III. Training Services.** Six (6) virtual training sessions for Customer’s Authorized Users. The training sessions will be scheduled for dates and times mutually agreed between Customer and Provider. Provider will record these training sessions, which recordings shall remain the sole property of the Provider. Provider hereby grants Customer a license to use such recordings for the sole purpose of training its Authorized Users to utilize the Career Edge Platform.

**IV. Customization Services.**

- i. Provider will complete the customization tasks set forth on Exhibit A and Exhibit B to this Order Form during the Initial Term. The items set forth on Exhibit A shall be delivered to the Customer for user acceptance testing no later than such date as is

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five calendar months after contract execution (the “Exhibit A Deadline”). The items set forth on Exhibit B shall be delivered to the customer for user acceptance testing no later than such date as is six calendar months after contract execution. (the “Exhibit B Deadline”).

- ii. In the event the Exhibit A Deadline is not met, then the Customer shall receive a discount off its final quarterly invoice due hereunder of \$10,000. In the event the Exhibit B Deadline is not met, then the Customer shall receive a discount off its final quarterly invoice due hereunder of \$5,000.
- iii. The Provider’s obligations under subparagraphs i and ii above are conditioned on:
  - (i) the Customer responding to all requests from Provider within 2 business days after such request is made, including, without limitation: (a) request for information and documents required by Provider to perform its obligations hereunder, and (b) requests for decisions by Customer;
  - (ii) the Customer participating, through Customer personnel that are suitably qualified and authorized to make final decisions on behalf of Customer, in all meetings scheduled by Contractor in the performance of the Services, provided that reasonable prior notice of such meeting is provided to Customer. Unless expressly agreed upon in writing, Provider shall be entitled to rely conclusively on any instructions or decisions provided by those Customer personnel attending such meetings. Decisions made in such meetings are final and may not be changed or reversed without Provider’s written approval, which approval may be conditioned on an extension of the Exhibit A Deadline, an extension of the Exhibit B Deadline, or the payment of additional fees intended to cover the cost of such changes;
  - (iii) the Customer not requesting any material change to the customization work included on Exhibit A and Exhibit B;
  - (iv) the work on Exhibit A and Exhibit B not requiring any advanced logic or workflows that exceed the functionality of the prior customization that Provider has performed for Customer; and
  - (v) The Primary Scope Document and Secondary Scope Document have been agreed upon by the parties per subsections iv and v below.
- iv. Within ten (10) business days after contract execution, Provider will submit to Customer a draft programs workflow document using material obtained during program discovery conducted during PY22-23 by Career Team (the “Primary Scope Document”). The Primary Scope Document shall serve as the SOW for the work contained on Exhibit A. Programs to be included on the Primary Scope Document are WP, RESEA, WT, SNAP, WIOA AD/DW, WIOA Youth. The Primary Scope Document will be used to ensure programs incorporated within CareerEdge align with each program’s current workflow. Items that do not align with current program workflow will be identified and reviewed with program point of contacts for review. Within 5 business days after Customer receives the Primary Scope Document, the Customer shall provide any comments or edits to the Primary Scope

Document. The parties shall reach an Agreement on the content of the Scope Document no later than twenty (20) business days after contract execution.

- v. Within forty-five (45) calendar days after contract execution, Provider will submit to Customer a draft programs workflow document (the “Secondary Scope Document”). The Secondary Scope Document shall serve as the SOW for the work contained on Exhibit B. Programs to be included on the Secondary Scope Document are ACE and Get There Faster. The Secondary Scope Document will be used to ensure programs incorporated within CareerEdge align with each program’s current workflow. Items that do not align with current program workflow will be identified and reviewed with program point of contacts for review. Within 5 business days after Customer receives the Secondary Scope Document, the Customer shall provide any comments or edits to the Secondary Scope Document. The parties shall reach an Agreement on the content of the Secondary Scope Document no later than sixty (60) calendar days after contract execution.
- vi. Up to 500 hours (base hours) of customization work will be included during each 12-month period of a contract term, which may be used towards mutually agreeable projects/works. The projects listed in Exhibit A and Exhibit B will not count toward the 500 hours provided in this paragraph. Additional customization hours may be purchased at the rate of \$175.00 per hour, subject to mutual agreement on a SOW. Notwithstanding, anything to the contrary herein, the customization hours provided for in this paragraph may not be used by Customer until after the Exhibit B Deadline, except: (1) as agreed upon by Provider; (2) as part of ongoing maintenance-related work; and (3) changes relating to Customer’s summer youth program that are agreed upon between Customer and Provider prior to October 31, 2023. In the event the Customer does not utilize all 500 hours during the term hereof and Customer exercises its option to renew as set forth in Paragraph C below, then the portion of such hours that remains unused shall be available to Customer during the Renewal Term.

**B. MAINTENANCE AND SUPPORT:** This agreement entitles maintenance and support for the initial and renewal term, if applicable, to address issues whereby a program is not functional and/or is not operating as intended. Upon notification by CSTB of the issue by email to Customersuccess@careerteam.com, Provider must acknowledge and provide CSTB an initial response within 24 hours (excluding Saturday, Sunday, and Federal Holidays). If the issue prevents CSTB from using the CareerEdge platform entirely or impacts functionality that is mission critical to CSTB’s programs, and either of such situations is clearly stated in the notification given to Provider, then Provider shall use its best efforts to remediate the issue or provide a meaningful workaround within a reasonable time, not to exceed 72 hours (excluding Saturday, Sunday, and Federal Holidays).

**C. TERM:** The initial term shall be the period stated on the first page of this Order Form (the “**Initial Term**”), with the commencement date being the first day of such period (the “**Commencement Date**”). The Customer shall have the option to renew this agreement for an additional one-year term (the “**Renewal Term**”), which option can be exercised by giving Notice to Career Edge no less than sixty (60) days prior to the end of the Initial Term.

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**D. PAYMENT TERMS:** A licensing fee during the Initial Term of an annual amount of One Hundred Fifty Thousand Dollars (\$150,000) paid in quarterly installments with the first payment due within thirty days after this Order Form is executed and subsequent payments occurring on the later of: (a) the first day of the months of October, January, and April; or (b) 30 days from the date an invoice is received by Customer. CareerEdge shall email invoices to [invoice@careersourcetb.com](mailto:invoice@careersourcetb.com).

**E. AUTHORIZED USERS:** The Authorized Users shall be: (i) Customer's employees, consultants, contractors, and agents, and (ii) participants who are associated with the Customer's in-scope program(s) and authorized by Customer. For the avoidance of doubt, the parties agree that Customer will be able to enroll an unlimited number of Authorized Users into the Career Edge Platform.

Career Edge, LLC

By:  \_\_\_\_\_

Name: David Shufrin

Title: General Counsel

Date: 8/25/2023 \_\_\_\_\_

Tampa Bay Workforce Alliance, Inc.  
d/b/a Careersource Tampa Bay

By:  \_\_\_\_\_  
John Flanagan (Aug 25, 2023 17:13 EDT)

Name: John Flanagan

Title: Chief Executive Officer

Date: 08/25/2023 \_\_\_\_\_

## Exhibit A

1. Add Activity tab for all user types.
  - In the admin site, the current Activity tab is located on the R3 applications list. This Activity tab will be added to the general list of users so that all users can have Activities added to their account.
2. Add all activities to dropdown options. List of Activities to be provided by CSTB.
  - CSTB will provide a list of Activities that will be added as options to the dropdown list.
3. Create an Activities Report that shows all Activities data per user per program.
  - All activity data from the new Activities tab will be exportable into a .csv file.
4. Show upcoming projected end dates on the list of users that have Activities.
  - On list of users, add a column that has the Activity Projected end date.
5. Add categories/grouping labels for types of documents that can be uploaded on the Document Upload page.
  - On Documents page, each program will be listed above the documents that need to be uploaded. CSTB will need to provide a list of documents that are required for each program.
6. Add ability to assign user to Case Manager after Enrolling user into program. This allows for a user to have multiple case managers they are assigned to, one for each program.
  - Located on the Account Info page for a user, when checking off to Enroll into a program, the dropdown field will show with list of case managers to choose from.
7. Add a RESEA applicable forms.
  - CSTB to provide form to include on the “Enroll” button for Wagner Peyser.
8. Add directions to the Document Checklist page.
  - Instructions to be written by Career EDGE and added to the top of the Document Checklist page.
9. Organize and label groups of forms based on the Program on Document Checklist page.
  - Similar to the Document Upload page. Each program will have a breakdown of the forms associated to their program.
10. Addition of Career Edge’s “Master Report” for each application form.
  - Career Edge’s Master Report exports all available data points from each application form into a .csv file.
11. Add Program drop down list in the Participant Accounts section to allow for filtering by program applied for.
12. Allow for the program application(s) the customer applied for to be viewed by selecting the application link next to the customer in “Participant Accounts” section.

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13. Add email notifications to program staff and customers notifying them of a change in the status of their program application and/or program status.

14. Addition of WIOA Youth Program

- Add WIOA Youth Application

- Add email notification to staff notifying staff of completed WIOA Youth application.

- Add email notification to customer acknowledging receipt of application

- Change in status to “Applicant Pending Intake” will unlock documents and forms for Youth program.

- Add email notification to customer of change in eligibility status for WIOA Youth Applicants to intake with instructions to upload required documents and complete required forms.

- Add Case Manager assigned field for WIOA Youth enrolled customers.

- Add ability for WIOA Youth enrolled customers to be assigned a PWE worksite and to complete timesheets.

- Add ability to close out an individual with all WIOA Youth Positive Outcomes. When employment is selected for the positive outcome, allow for collection of Employer Name, Job Title, Start Date, and Rate of Pay.

## Exhibit B

### B1. Addition of ACE Program

- Add ACE Program application.
- Add email notification to staff notifying staff of completed ACE Program application.
- Add email notification to customer acknowledging receipt of ACE Program application
- Change in status to “Applicant Pending Intake” will unlock documents and forms for ACE

#### Program.

- Add email notification to customer of change in eligibility status for ACE Program Applicants to intake with instructions to upload required documents and complete required forms.
- Add ACE specific program forms.
- Add Case Manager assigned field for ACE enrolled customers.
- Add ability for ACE enrolled customers to be assigned a PWE worksite and to complete Add ability to close out an individual with all WIOA Youth Positive Outcomes. When employment is selected for the positive outcome, allow for collection of Employer Name, Job Title, Start Date, and Rate of Pay.

### B2. Addition of Get There Faster (GTF) Program

- Add (GTF) Program application.
- Add email notification to staff notifying staff of completed GTF Program application.
- Add email notification to customer acknowledging receipt of GTF Program application
- Change in status to “Applicant Pending Intake” will unlock documents and forms for GTF

#### Program.

- Add email notification to customer of change in eligibility status for GTF Program Applicants to intake with instructions to upload required documents and complete required forms.
- Add GTF specific program forms.
- Add Case Manager assigned field for GTF enrolled customers.
- Add ability for GTF enrolled customers to be assigned a PWE worksite and to complete Add ability to close out an individual. When employment is selected for the positive outcome, allow for collection of Employer Name, Job Title, Start Date, and Rate of Pay.



## ADDENDUM - ASSURANCES AND CERTIFICATIONS

### Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay

The “Assurances and Certifications” ensure the inclusion and acknowledgement of the required Federal and State contracting requirements that must be included in all contracts made by Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) that are funded by Federal or State awards.

This Addendum is part of the Agreement by and between Career Edge, LLC (Contractor) and CSTB each a party and collectively parties to the Agreement attached hereto.

In consideration of the mutual covenant and stipulations set forth in the Agreement and Addendum herein, the parties agree as follows:

**1. Termination for Cause and Convenience [2 CFR 200]**

- a. This contract cannot be terminated for convenience.
- b. CareerSource Tampa Bay may unilaterally terminate this modified agreement, if for any reason the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
- c. Either party may unilaterally terminate this modified agreement if the other party:
  - i. Fails to provide any of the service it has contracted to provide; or
  - ii. Fails to comply with the provisions of this modified agreement.

**2. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) [2 CFR 200]**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Parties agree that this modified agreement does not involve the employment of mechanics or laborers.

**3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended [2 CFR 200]**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations

## **ADDENDUM - ASSURANCES AND CERTIFICATIONS**

### **Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay**

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**4. Debarment and Suspension [\[2 CFR 200\]](#)**

The Contractor certifies that it not currently debarred, suspended, or excluded from or participation in Federal assistance program, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement, in accordance with 29 CFR Part 98.

**5. Public Entity Crimes**

The Contractor hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

**6. Discriminatory Vendor List**

The Contractor/Subcontractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination by CSTB.

**7. ~~Byrd Anti-Lobbying~~ Amendment [\(31 U.S.C. 1352\)](#)**

Contracts in excess of \$100,000 are required to include certification that the Contractor represents and warrants that it shall abide with all the provisions of the Byrd Anti-Lobbying Amendment, covered by 31 U.S.C. 1352. The Contractor/Subcontractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

**8. Equal Employment Opportunity [\[2 CFR 200\]](#)**

Equal Employment Opportunity Act: The contractor shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

**9. Prohibition on certain telecommunications and video surveillance services or equipment. [\[2 CFR 200.216\]](#)**

Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

**10. Domestic preferences for procurements [200.322](#)**

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

## **ADDENDUM - ASSURANCES AND CERTIFICATIONS**

### **Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay**

requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **11. Access to Records**

The Contractor will comply with public records law (Chapter 119 Florida Statutes), to the extent the same is applicable to Contractor, and agrees to:

- i. Keep and maintain public records required by CSTB to perform the services.
- ii. Upon request from CSTB, provide CSTB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to CSTB.
- iv. Upon completion of the Agreement, transfer at no cost to CSTB, all public records in possession of CSTB or keep and maintain public records required by CSTB to perform the service.

If Contractor transfers all public records to CSTB upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSTB, upon request from CSTB, in a format that is compatible with the information technology systems of CSTB.

At any time during normal business hours and as often as CSTB, the State of Florida, Department of Economic Opportunity, Comptroller General of the United States, or their designated representative may deem necessary, the Provider shall make available all such books, documents, papers, records (including computer records) which are directly pertinent to payments made by CSTB to the Provider under this agreement for examination, audit, or for the making of excerpts or copies of such records. This provision shall also include timely and reasonable access to the Provider’s personnel for the purpose of interviews and discussions related to such documents.

#### **12. Severability**


If any provision of this Addendum, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

**13. Modification**

No modification of this Addendum will be effective unless it is in writing, signed and dated by both the Contractor and CSTB.

The terms of this Addendum may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above.

  
\_\_\_\_\_  
Authorized Signer (Signature)

David Shufrin  
\_\_\_\_\_  
Printed Name & Title

Career Edge, LLC  
\_\_\_\_\_  
Organization Name

8/25/2023  
\_\_\_\_\_  
Date






# CareerEdge Contract

Final Audit Report

2023-08-25

Created:	2023-08-25 (Eastern Daylight Time)
By:	Anna Munro (munroa@careersourcetb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMfHsUBqEHP2sy4srPXhY-x8YS6gPQSbg

## "CareerEdge Contract" History

-  Document created by Anna Munro (munroa@careersourcetb.com)  
2023-08-25 - 12:28:48 PM EDT
-  Document emailed to John Flanagan (flanaganj@careersourcetb.com) for signature  
2023-08-25 - 12:29:46 PM EDT
-  Email viewed by John Flanagan (flanaganj@careersourcetb.com)  
2023-08-25 - 5:13:10 PM EDT
-  Document e-signed by John Flanagan (flanaganj@careersourcetb.com)  
Signature Date: 2023-08-25 - 5:13:36 PM EDT - Time Source: server
-  Agreement completed.  
2023-08-25 - 5:13:36 PM EDT