

**RESULTANT, LLC
and CAREERSOURCE TAMPA BAY
MASTER SERVICES AGREEMENT**

This agreement ("Agreement") is entered into by Resultant, LLC, located at 111 Monument Circle, Suite 202, Indianapolis, Indiana 46204 ("Resultant"), and Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay, located at 4902 Eisenhower Blvd, Suite 250, Tampa, Florida 33634 ("Client"), **as of the date of full execution ("Effective Date")**. Resultant and Client may be individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS, Client desires to engage Resultant to provide various products and/or services.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties understand and agree as follows:

I. Definitions.

- A. "Affiliate"** of any Person means, at the time the determination is made, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with that Person.
- B. "Business Day"** means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in New York, New York are not open for business.
- C. "Law"** means (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.
- D. "Person"** includes (a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organization, or other entity or group of persons, whether incorporated or not, and (b) any individual.
- E. "Representative"** means, for any Person, that Person's directors, officers, shareholders, owners, partners, employees, agents, professional advisors, in connection with the transactions contemplated in this Agreement, and any other authorized representatives.
- F. "Subsidiaries"** means any legal entity (a) that a Party owns more than 50% of the entity's outstanding voting securities or equity interests, or (b) of which a Party is a general partner (excluding partnerships in which such Party or any Subsidiary of such Party does not have a majority of the voting interests in such partnership).
- G. "Taxes"** includes without limitation sales, use, transfer, privilege, excise and other taxes or duties (excluding any taxes based on Resultant's net income or gross receipts taxes, franchise taxes, and property taxes, unless explicitly agreed to by the Parties), assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, gross receipts, value-added and all other taxes of any kind for which a Party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.
- H. "Governmental Authority"** means (a) any federal, state, local, or foreign government, and any political subdivision of any of them, (b) any agency or instrumentality of any such government or political subdivision, (c) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and (d) any arbitrator, court or tribunal of competent jurisdiction.
- I. "Confidential Information"** is any information (in any form or medium) relating to a party's (the "Disclosing Party") business, business strategies, operations, plans, products, services, costs, prices, processes, software, methodologies, technologies, Intellectual Property, research and development, clients and suppliers, partners, principals, employees, consultants, authorized agents, finances, proprietary information, development efforts, and/or creative designs that has an independent economic value and is not generally known to the public, whether such Confidential Information is obtained by a party (the "Recipient") directly from the Disclosing Party or from the Disclosing Party's consultants, clients, contractors and suppliers, or is obtained as a result of the Recipient's access to the Disclosing Party's facilities. Without limiting the foregoing, the details of the Agreement shall be considered confidential and shall not be disclosed to any person not in a Party's employ without the prior written consent of the other Party.
- J. "Intellectual Property"** means all know-how, ideas, methods, trade secrets, inventions, discoveries, designs, developments, improvements, patentable subject matter, processes, methodologies, technical information, data structures or modeling, models, Work Product, patent applications, patents, copyrights, and trademarks.

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K. "Work Product" (i) means all tangible and intangible results of the Agreement, including any and all software object and source code, HTML, CGI, XML formatting, computer system designs, documentation, any writings of any kind, user interfaces, audio-visual works, "look and feel," artwork, illustrations, images, photographs, printed or graphic matter, trademarks (including service marks, trade dress, trade names, logos, corporate names, and Internet domain names), copyrights and copyrightable works (including mask works), preparatory materials, charts, diagrams, memoranda, drafts, sketches, outlines, developments, materials, data, inventions (whether patentable or not), improvements, processes, discoveries, ideas, know-how, techniques, formulae, compositions, methodologies, program materials, notes, lists, compilations, manuscripts, pictorial materials, schematics, drawings, specifications, blueprints, flowcharts, schematics, protocols, designs, design rights, plans, business plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information, and other items, created, developed or supplied in connection with a Statement of Work; and (ii) notwithstanding the foregoing, shall not include Pre-Existing Materials or Third Party Materials.

L. "Pre-Existing Materials" means those pre-existing concepts, ideas, models, know-how, software, methodologies, technologies or techniques owned by a Party that are either identified in the Statement of Work or licensed to that Party pursuant to a separate license agreement.

M. "Third Party Materials" means those materials that are specifically listed in the Statement of Work as belonging to a third party (including data, content, development tools, system tools, software, compilers, or diagnostics) that a Party represents to the other Party are incorporated into, or are otherwise necessary to create, use, modify, reproduce, or maintain any Work Product or provide a Statement of Work, and which require rights licenses, permissions, or other clearances to be obtained from a third party.

N. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any worldwide law or regulations, including: (i) patent law (including rights under patents, letters patent, inventor's certificates, continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country), copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law and any and all other proprietary rights; and (ii) any and all applications, renewals, provisionals, substitutions, extensions, reissues, restorations, divisions or continuations (in whole or in part) of any of the foregoing, now or hereafter in force and effect worldwide.

II. Statements of Work. Services provided by Resultant to Client will be described in one or more statements of work ("Statement of Work").

A. Integration. A Statement of Work that is signed by both Parties, properly marked with a unique identification number, and refers explicitly to this Agreement, will be deemed an integrated part of this Agreement and shall be organized under Exhibit A - Statements of Work.

B. Severable. The Parties may terminate any individual Statement of Work without affecting the remaining Agreement or any other Statement of Work.

C. Conflict of Terms. If there is a conflict between the terms of this Agreement and any Statement of Work, this Agreement controls.

D. Changes to Statements of Work, Additions.

1. **Proposing Changes.** Either Party may propose changes to a Statement of Work by giving written notice to the other Party.

2. **Finalizing Changes.** If the Parties agree to change a Statement of Work, the Parties shall cooperate to execute a written amendment to the relevant Statement of Work detailing the changes.

3. **Additional Services or Products; Changes.** Client may request that Resultant perform additional services or provide additional products not set forth in a Statement of Work. If this occurs, Resultant will communicate with Client in writing regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that the Parties create a new Statement of Work to reflect the obligations of both Parties.

E. Fees. Fees for services Resultant provides to Client as part of a Statement of Work shall be set forth in the Statements of Work in Exhibit A.

1. Resultant's invoices for fees described in this Section are payable upon net thirty (30) days from receipt of correct invoice to one of the following:

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ACH and Domestic/International Wire:

Esend to: Cadence Bank, 1108 Hwy 182 East, Starkville, MS 39759
ABA# 062206295
SWIFT Code: CDBKUS44
Account: 5500211486
Beneficiary: Resultant, LLC

Mail:

Resultant, LLC
Dept. 230
P.O. Box 4985
Houston, TX 77210-4985

Undisputed invoices remaining unpaid for more than thirty (30) days will bear a service charge of 1.5% per month. If Resultant elects to suspend or terminate its services for nonpayment of any undisputed amounts on any invoice, Client will be obligated to compensate Resultant for all time expended and to reimburse Resultant for all reasonable out-of-pocket expenditures through the date of termination, including the costs of collection and attorney and court fees. Client is also obligated to reimburse Resultant for all costs and expenses incurred in the collection of its fees for the corresponding Statement of Work, including, without limitation, reasonable attorneys' fees and court costs. Client is responsible for all applicable Taxes, however designated, arising out of Resultant's provisions of services under a Statement of Work described in this Agreement. After the first twelve months of this Agreement, Resultant's fees as set forth in Exhibit A shall be subject to a yearly increase effective each year on the anniversary of the Effective Date.

F. Client Responsibilities. While Resultant can provide assistance, Client is responsible for management decisions and functions. Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Client is ultimately responsible for establishing and maintaining internal controls, including monitoring ongoing activities. Further, Client shall at all times be solely responsible for verifying: (i) that any services provided by Resultant satisfy legal or other operational requirements applicable to Client and/or Client's business, including compliance with state and federal rules, regulations and laws, as well as all industry standards particular to Client's use; and (ii) Client's service requests are accurate and sufficiently detailed and comprehensive to reasonably identify all services desired.

G. Resultant Responsibilities. Resultant's responsibilities are defined in Statements of Work organized under Exhibit A.

III. Confidential Information. In this course of this Agreement, the Parties will be exposed to each other's Confidential Information. The Recipient shall keep in confidence Disclosing Party's Confidential Information during the term of this Agreement and for a period not less than five (5) years from the date of termination of this Agreement. To this end:

A. The Recipient shall use the Disclosing Party's Confidential Information only for the purposes of the Agreement or specific Statement of Work pursuant to which a given item of Confidential Information was disclosed. Upon the completion of the Statement of Work pursuant to which a given item of Confidential Information was disclosed, termination of this Agreement, or upon the demand of the Disclosing Party, an authorized officer of the Recipient shall promptly, at the election of the Disclosing Party, either return to the Disclosing Party or destroy (including permanently deleting such Confidential Information from all computer records) all Confidential Information in the Recipient's possession or control and shall certify to the Disclosing Party as to such return or destruction.

B. The Recipient shall not directly, or indirectly, reveal, report, publish, disclose or transfer the Disclosing Party's Confidential Information to, or use the Disclosing Party's Confidential Information for the benefit of, any third party, without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Disclosing Party's Confidential Information to its employees on a need-to-know basis. The Recipient shall be responsible for ensuring that any of its employees who receive Confidential Information comply with this Agreement.

C. The Recipient shall exercise the same degree of care with respect to the Disclosing Party's Confidential Information as the Recipient normally takes to safeguard and preserve its own very confidential and proprietary information, provided that in no event shall the degree of care be less than a reasonable degree of care. Upon discovery of any prohibited use or disclosure, the Recipient shall immediately notify the Disclosing Party in writing and shall make

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its best efforts to prevent any further prohibited use or disclosure; however, such remedial actions shall in no manner relieve the Recipient's obligations or liabilities for breach hereunder.

D. This Agreement shall not restrict Resultant from generally listing Client's name in marketing materials.

E. This Agreement shall not restrict disclosure or use of Confidential Information that:

1. was in the public domain at the time of disclosure or thereafter enters into the public domain through no breach of this Agreement by the Recipient;
2. becomes known to the Recipient from a source other than the Disclosing Party, which source has no duty of confidentiality with respect to the information;
3. is independently developed by the Recipient without reliance on or access to any of the Disclosing Party's Confidential Information; or
4. is required to be disclosed by a state or federal government, by a court of law or equity with competent jurisdiction over the Recipient, provided that the Recipient will first have provided the Disclosing Party with prompt written notice of such required disclosure and will take reasonable steps to allow the Disclosing Party to seek a protective order with respect to the Confidential Information required to be disclosed. The Recipient will promptly cooperate with and assist the Disclosing Party, at the Disclosing Party's expense, in connection with obtaining such protective order. The Recipient shall notify the Disclosing Party within one (1) business day if it is required by Law to disclose any Confidential Information or learns of any unauthorized disclosure of Confidential Information. The Recipient shall provide the Disclosing Party notice to allow it a reasonable opportunity to either seek a protective order or other appropriate remedy, in the Disclosing Party's discretion.

F. No Copies. The Recipient may not copy, decompile, modify, reverse engineer, or create derivative works out of any Confidential Information without the Disclosing Party's written consent.

IV. Ownership and Use of Intellectual Property.

A. Client shall retain ownership over its data and all Pre-Existing Materials it provides to Resultant in furtherance of activities under this Agreement. Resultant shall receive no title or interest in Client's data and Pre-Existing Materials.

B. Resultant® is a registered trademark. Client shall not receive any rights, goodwill, or other interest in Resultant's names, marks, or marketing or advertising materials.

C. All Intellectual Property, Confidential Information, Work Product, and/or tangible materials authored or prepared by Resultant for Client, either as services in a Statement of Work or otherwise, including adaptations or derivative works of Pre-Existing Materials (the "Materials"), are the sole and exclusive property of Resultant or its third party licensees and Resultant shall have exclusive Intellectual Property Rights therein. Title to, and ownership of, the Materials and any Pre-Existing Materials or Third Party Materials provided by Resultant shall, at all times, remain with Resultant and its third party licensors, and Client shall acquire no rights to said materials. With regard to the Materials and any Pre-Existing Materials or Third Party Materials, Client shall not modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of those items; rent, lease, lend, sell, sublicense, assign, distribute, publish, or otherwise make available those items; reverse engineer, disassemble, decompile, decode, or adapt those items, or otherwise attempt to derive or gain access to the source code of those items, in whole or in part; bypass or breach any security device or protection used for or contained in those items; remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of those items, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of those items; or use those items in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person or that violates any applicable Law.

D. Upon payment in full according to this Agreement, Resultant hereby grants Client a perpetual, royalty-free, non-exclusive, non-transferrable license to the Materials. Client must obtain Resultant's prior written consent before distributing a copy of its deliverable(s) to any third party.

V. Relationship. Each Party is acting as an independent contractor under this Agreement and not as an employee or agent of the other Party. Each Party shall be solely responsible for the supervision and control of its employees and payment of their salaries, benefits and applicable taxes. Further, each Party understands that it does not have any right to enter into any contracts or commitments on behalf of the other Party in any respect whatsoever.

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VI. Non-Solicitation. Client agrees that during the term of this Agreement and for a period of twenty-four (24) months thereafter, Client shall not solicit to employ, hire, or enter into any contracts for the services of Resultant personnel who have provided services under this Agreement, directly or through a third party, or enter into any related discussions, without having obtained Resultant's written approval. Nothing in this Agreement shall prevent an individual from responding to job ads, attending job fairs, or seeking out employment opportunities without the influence of the Parties.

VII. Liability and Indemnification.

A. Subject to the limits set forth in Subsection C, each Party agrees that it shall indemnify, defend and hold harmless the other Party and its Affiliates, Subsidiaries, officers, employees, and agents, from and against any and all third-party loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of any of the following:

- 1. Intellectual Property Rights Infringement.** Claims that the services or deliverables set forth in a Statement of Work or any use of any of the services or deliverables as authorized under this Agreement infringe or misappropriate any Intellectual Property Rights of any third party, except to the extent that such claims arise from (i) Client's breach of this Agreement, (ii) any Confidential Information provided by Client to Resultant in connection with the work set forth in Exhibit A, (iii) Client's modification of the services or deliverables in violation of this Agreement to the extent that, absent such modification, the infringement or other violation would not have occurred, or (iv) Client's use or incorporation of services or deliverables in violation of the applicable written specifications set forth in the Agreement to the extent that, absent such use or incorporation, the infringement or other violation would not have occurred. If any services or deliverables are found to infringe or misappropriate any Intellectual Property Right of any third party, or in Resultant's reasonable opinion is likely to be so found, then Resultant may, at Resultant's option and cost, (a) modify such service or deliverable to make it non-infringing,; (b) procure for Client the right to continue using the applicable service or deliverable; or (c) replace the applicable service or deliverable with substantially equivalent materials that are non-infringing.
- 2. Personal Injury or Death.** The personal injury or death of any third party, to the extent caused by negligence, gross negligence, or willful misconduct by the Party.
- 3. Real or Tangible Personal Property.** Damage, loss, or destruction of any real or tangible personal property to the extent caused by the negligence, gross negligence, or willful misconduct of the Party.

B. Promptly after a Party receives written notice of the commencement of any civil, criminal, administrative, or investigative action or proceeding, or a written demand giving rise to a claim, by a third party for which the Party is entitled to indemnity hereunder (a "Third Party Claim"), within fifteen (15) calendar days from the Party's receipt of such written notice, this first Party shall notify the other Party of such Third Party Claim in writing; provided, however, that failure to promptly so notify the other Party will not relieve the other Party of any liability that it may have to the first Party, except to the extent that the defense of such Third Party Claim is prejudiced by the first Party's failure to give such notice. If the first Party gives notice to the other Party pursuant to this Section of the assertion of a Third Party Claim, the other Party shall be entitled to participate in the defense of such Third Party Claim and, to the extent that it wishes, to assume the defense of such Third Party Claim with counsel reasonably satisfactory to the first Party by providing written notice to the first Party within thirty (30) days after receipt by the other Party of such notice from the first Party; provided, however, if the Third Party Claim (i) seeks non-monetary relief against the first Party or (ii) involves criminal or quasi-criminal allegations against the first Party, the other Party cannot settle such Third Party Claim without the consent of the first Party, at its reasonable discretion. If the other Party failed or is failing defense of the Third-Party Claim, the other Party will consult and the parties will reasonably cooperate with each other on all aspects of such defense. After notice from the other Party to the first Party in accordance with this Section of its election to assume the defense of such Third Party Claim, the first Party will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the other Party, and the other Party shall not, so long as it diligently conducts such defense, be liable to the first Party under this Contract for any fees or costs of other counsel or any other expenses with respect to the defense of such Third Party Claim, in each case subsequently incurred by the first Party in connection with the defense of such Third Party Claim. If the other Party assumes the defense of a Third Party Claim, no compromise or settlement of, or consent to any judgment with respect to, such Third Party Claim may be effected by the other Party without the first Party's prior written consent unless (a) the other Party

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admits it is liable for indemnification hereunder with respect to all aspects of such Third Party Claim, (b) the sole relief provided is monetary damages that are paid in full by the other Party, (c) such settlement or judgment will not encumber any assets of the first Party and will not contain any restriction or condition or other injunctive relief that would apply to or adversely affect the first Party or its assets, (d) such settlement or judgment includes, as a condition to such settlement or other resolution, a complete and irrevocable release of the first Party from all liabilities in respect of such Third Party Claim, and I includes no admission of wrongdoing by the first Party. If (a) the other Party fails to assume the defense of such Third Party Claim within thirty (30) days after receipt of notice from the first Party in accordance with this Section above, (b) the Third Party Claim seeks nonmonetary relief which, if granted, could reasonably be expected to materially and adversely affect the first Party, or (c) after assuming the defense of such Third Party Claim, the other Party is found by a court of competent jurisdiction to have failed or found to be failing to diligently conduct the defense of such Third Party Claim, the first Party will (upon delivering notice to such effect to the other Party) have the right to undertake the defense, compromise or settlement of such Third Party Claim, and the other Party shall have the right to participate therein at its own cost (provided that the other Party shall not compromise, resolve or settle any such Third Party Claim without the prior written consent of the first Party, which shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, and in addition to the rights of the first Party set forth above, the first Party may, by notice to the other Party and at the first Party's sole cost and expense, assume the exclusive right to defend, compromise or settle such Third Party Claim, but the other Party will not be bound by any determination of any Third Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent.

C. Resultant is not liable for security breaches or issues caused by ransomware, cyber-attacks, or other technical intrusions, except where the breach or compromise occurs due to a failure by Resultant to respond or take action in a timely manner. Resultant's total liability for all claims, damages, and costs arising from this Agreement is limited to the lesser of (1) amounts paid to Resultant by the customer for a Statement of Work under Exhibit A in the pro-rated twelve (12)-month period prior to the incident giving rise to the claim in question or (2) the actual damages incurred by Client. Under no circumstances shall Resultant be liable for special, incidental, or consequential damages. Client agrees and understands that the limitations and exclusions with respect to the Parties' liability represent Resultant's and Client's agreement as to the allocation of risk between the Parties in connection with the obligations hereunder. The fees paid to Resultant under this Agreement reflect, and are set in reliance upon, the allocation of risk and exclusions and limitations of liability set forth in this Agreement.

VIII. Term and Termination.

A. Effective Dates. This Agreement is effective on the Effective Date and shall continue for a period of twelve (12) months. In the event a Statement of Work is added to this Agreement that extends beyond the effective period for this Agreement, this Agreement shall automatically extend for a period of twelve (12) months of the effective date of the added Statement of Work. Renewal of the Agreement will require both parties' express written consent.

B. Termination for Convenience. A Statement of Work may set forth additional terms and conditions regarding termination of a Statement of Work for convenience.

C. Disputes, Material Breach. Any material dispute arising out of or in connection with this Agreement, including failure to pay and allegations of material breach, (each "Dispute") shall be referred by either Party first to the representatives of each of the Parties for resolution via the procedure set forth below:

1. Attempts to Amicably Resolve Disputes. To avoid litigation and to resolve any conflicts that arise during the performance of the Statements of Work or thereafter, the Parties agree all administrative and contractual disputes arising from or related to this Agreement shall be addressed in the following manner:

a) If either Party disputes or disagrees with an Agreement term or the other Party's interpretation of an Agreement term or has any other administrative or contractual dispute not addressed in this Agreement, such Party shall promptly give the other Party written notice of said dispute. The Parties hereby agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Agreement and to negotiate in good faith to resolve any such claim, dispute, or cause of action.

b) The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no

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such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would be otherwise entitled unless otherwise agreed to by the Parties in writing.

c) If within thirty (30) calendar days after such meeting the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the cost of the mediation.

d) The Parties will jointly appoint a mutually acceptable mediator certified by the Indiana Continuing Legal Education Foundation. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.

e) The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Indiana shall apply to the proceedings.

2. Termination for Unresolvable Dispute. If the Dispute cannot be resolved through mediation, then, at the end of the mediation proceedings, each Party shall be entitled to terminate the Agreement upon seven (7) days of written notice to the other party and/or to pursue such remedies as may be available to it under this Agreement or otherwise at law or in equity.

D. Termination for Insolvency. If either Party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other Party may terminate this Agreement upon written notice.

E. Effect of Termination; Survival.

1. Upon termination, Resultant shall immediately cease performance of any services or provision of products hereunder. Client shall pay Resultant for services or products provided up to the date of termination and shall reimburse Resultant for all reasonable out-of-pocket expenditures through the date of termination.

2. Return of Confidential Information. Within five (5) business days of the termination of this Agreement, the Recipient shall return to the Disclosing Party all originals of the information, documents, equipment, files, and other property, including the Disclosing Party's Confidential Information, it received from the Recipient, destroy all copies of the Disclosing Party's information, documents, equipment, files, and other property, including the Disclosing Party's Confidential Information, it made, and on the request of the Disclosing Party, certify to the Disclosing Party in writing that it destroyed all these copies.

3. Continuity of Rights and Obligations. Rights and obligations that are described in this Agreement as continuing beyond the date of termination of the Agreement shall survive until the expiration date so stated in this Agreement.

IX. Assignment, Subcontracting. Neither this Agreement nor the obligations of either Party hereunder shall be assignable or transferable by such Party without the prior written consent of the other Party. Any attempted assignment of this Agreement without such consent shall be null and void and shall have no effect. Notwithstanding the foregoing, Resultant may freely subcontract or assign this Agreement to an affiliate or partner so long as Resultant remains liable for breaches or violations of any subcontractor. Even after a permitted assignment of this Agreement, the assignor shall remain bound by its terms. There are no third-party beneficiaries under this Agreement.

X. Amendments; Waivers.

A. Except as explicitly set forth in this Agreement, this Agreement may be amended and any of its terms and conditions only by the execution of an amendment to this Agreement in writing by both Parties.

B. Any portion of this Agreement may be waived only by a written agreement signed by both Parties. No provisions regarding the obligations of the Parties with respect to Confidential Information set forth in any subsequent or contemporaneous agreement between the Parties will take precedence over this Agreement unless (i) such provisions are specific to a particular business objective, license or other arrangement between the Parties and (ii) either (A) such provisions are more stringent than those contained herein or (B) the subsequent agreement specifically refers to this Agreement and waives or amends the applicable provisions hereof.

C. The failure of either Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed to be a continuing waiver of such condition or term or any other condition or term.

XI. Force Majeure. Except for payment obligations hereunder (which shall not be excused or delayed by this paragraph), neither Party shall be deemed in breach of this Agreement or otherwise liable for any delay in or failure of its

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performance under this Agreement by any reason of fire, natural disaster, accident, riot, act of government, strike or labor dispute, shortage of materials or supplies, failure in transportation or communication or supplies of goods or services, or any other cause beyond reasonable control of such Party.

XII. Governing Law. This Agreement and all proceedings or causes of action arising out of it will be governed by Indiana law without regard to conflict of law provisions. Any litigation, cause of action or proceeding arising under this Agreement shall occur in the state courts located in Marion County, Indiana, or if it can obtain jurisdiction, the federal courts sitting therein. Each Party hereby consents to venue, forum and jurisdiction in such courts in Marion County, Indiana.

XIII. Rights. Unless otherwise specified in this Agreement, each Party's rights and remedies are cumulative and not exclusive, are in addition to any other rights and remedies provided at law, in equity, or under this Agreement, and may be pursued separately or concurrently as such Party determines. The parties agree that in the event of any breach or threatened breach of any provision of this Agreement or any attachments concerning Confidential Information or Intellectual Property Rights, money damages would be an inadequate remedy, and either Party will be entitled to seek injunctive relief.

XIV. Notice. Any notice required to be given hereunder shall be in writing, sent to the addresses of the Parties set forth in the first paragraph of this Agreement and made to the attention of the persons executing this Agreement below. Such notice shall be deemed duly delivered on the date of hand-delivery or one day after deposit with an overnight courier with tracking capabilities, or five days after deposit in first class U.S. mail, postage prepaid, return receipt requested.

XV. Enforceability. This Agreement constitutes a legal, valid, and binding obligation, enforceable against the Parties according to its terms. If any provision, or portion thereof, is adjudicated to be overly broad or unenforceable as written, it is the desire and intent of the Parties that the court will revise such provision as it deems necessary to make it consistent with the law and public policy of the jurisdiction and governing law and enforce the provisions as so revised. If any one or more provisions of this Agreement are held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected.

XVI. No Conflicts. Neither Party is under any restriction or obligation that may affect the performance of its obligations under this Agreement.

XVII. Entire Agreement; Counterparts. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings and proposals, oral or written, between the parties with respect to the subject matter hereof are superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Signatures provided by facsimile or in portable document format (a/k/a pdf) shall be as valid and binding as inked original signatures.

XVIII. Assurances and Certifications. The "Assurances and Certifications" addendum, marked as Exhibit B, shall be deemed an integrated part of this Agreement.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, hereby agree to the terms and conditions set forth in this Agreement as of the Effective Date.

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and CAREERSOURCE TAMPA BAY
MASTER SERVICES AGREEMENT**

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Ryan J. Schebler
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Ryan J. Schebler

06 June 2022

Date

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J. Flanagan
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orce Alliance, Inc.
Tampa Bay

J. Flanagan

06 June 2022
Name:

Date

RESULTANT, LLC
And CAREERSOURCE TAMPA BAY
MASTER SERVICES AGREEMENT

EXHIBIT A – STATEMENTS OF WORK

Fully-executed Statements of Work that reference this Agreement and are marked as Exhibit A are organized under this Exhibit A.



Resultant

STATEMENT OF WORK

IT Managed Services | Tampa Bay
Workforce Alliance, Inc. dba
CareerSource Tampa Bay

EXHIBIT A TO THE MASTER SERVICES AGREEMENT BETWEEN RESULTANT, LLC AND
CAREERSOURCE TAMPA BAY





Statement of Work | IT Managed Services

In this Statement of Work, you may be referred to as "Client," "you," or "your" and you and Resultant may each be referred to as a "party" or collectively as the "parties."

SCOPE OF WORK

The following scope of work outlines our services related to the overall management, monitoring, and maintenance of your IT environment included within this IT Managed Services engagement. The level of service provided is strategic, transparent, and responsive to your organization's needs related to technology.

Managed Services

PROACTIVE CLIENT MAINTENANCE

To optimize the functionality of your systems, we will utilize our analysis process that corresponds to industry-leading practices while allowing for evolution with changes in technology. Using our Remote Monitoring & Management tools, we will optimize and manage your organization's servers and workstations to ensure security patching, health, and security. This system also allows for effortless maintenance of your servers with minimal disruption to your end users. Our server maintenance plans include support for:

- Virtualization Servers (VMware, XenServer, or Hyper-V, Scale Computing)
- SAN/NAS Storage
- Domain Services (Public and Private)
- Commodity Services (File, DHCP, DNS, Active Directory)
- Web Services (Registrations, SSL, hosting status)
- Backup Configuration Verification and Testing
- Configuration and Documentation Management
- Antivirus Management
- Antispam Management
- Log Review

REAL-TIME SERVER MONITORING

Resultant will monitor your server environment. Our monitoring package includes monitoring for the following key performance indicators:

- Server uptime
- Server drive space
- CPU utilization
- Memory utilization
- Failed login attempt



PROACTIVE NETWORK MAINTENANCE

To ensure the functionality, reliability, and security of your network devices, Resultant has developed a maintenance process to optimize and manage your organization's network devices. Using automated and manual procedures, with minimal disruption to your end users, our network maintenance includes:

- Quarterly firmware upgrades to firewalls, switches, and wireless devices when applicable
- Quarterly configuration review of firewalls and switches
- Version and backup control of configurations

REAL-TIME NETWORK MONITORING

Resultant will deploy an advanced Network Monitoring tool to proactively monitor important network events with both pre-configured and customizable alerting. Our base monitoring package includes monitoring for the following key performance indicators:

- IP address change alerts and logging
- Network device password change alerts and logging
- Network utilization, CPU/Memory utilization on firewalls
- Management access monitoring
- VPN monitoring
- ISP Connection monitoring

LINE-OF-BUSINESS APPLICATION SUPPORT AND VENDOR MANAGEMENT

Resultant will support your application suite and assist in managing the application vendors on your behalf. We require maintaining an active support agreement for all your line-of-business applications so that vendor support can be utilized as needed for more advanced troubleshooting. Our services include:

- Resultant will serve as the helpdesk for all IT application supported as part of this contract.
- Resultant will attempt first call resolution of issues submitted to the helpdesk and escalate to the application vendor as appropriate.
- Resultant will coordinate any actions required to resolve the application between the vendor and affected end user or leadership within your organization as appropriate.
- Resultant will create Knowledge Base articles for common errors within your application as they are submitted to the helpdesk.

Resultant will provide vendor management for other IT service, Audio/Visual, or Low Voltage cabling providers. This includes:

- Coordination and guidance between the vendors and your organization when issues are submitted to the helpdesk.
- Resultant will serve as the helpdesk for all IT service, Audio/Visual, or Low Voltage cabling issues.
- Resultant will attempt first call resolution of issues submitted to the helpdesk and escalate to other providers as appropriate.
- Project and/or program management actions with vendors during execution of services.

DAILY BACKUP CHECKS

Our team will work with your organization to determine the desired backup thresholds such as retention periods, frequency, and level of backup, of your systems to promote the confidentiality, integrity, and availability of your IT environment. Resultant will ensure the configuration of your backup systems aligns to your desired thresholds and continue to review these configurations as part of our proactive client maintenance.



Once configured, the Resultant team will monitor the status of backups conducted in your environment daily, to ensure that your data continues to be safe and secure. Our Backup Monitoring system will be configured to generate notifications for all backup status including success, fail, or partial success. Any status that does not fully succeed will generate an automated ticket within our monitoring systems, at which time the Resultant team will investigate and remediate the causes of these failures.

SYSTEM PATCHING

Using our Remote Monitoring and Management systems, Resultant will ensure that all Microsoft based computers receive Operating System and third-party applications patches, including, but not limited to Microsoft Office, Adobe, Java, Chrome, Firefox, and Zoom. Our systems will ensure that servers are patched to the latest supported version each month, and workstations receive patches as soon as possible. Our team will coordinate to create version exceptions needed to facilitate operations of legacy applications or systems. Our team will coordinate to arrange scheduled down-time to facilitate server patching and rebooting as necessary, minimizing impacts to your end users. Our workstations patching allows users to determine when to reboot their workstation if required by a patch and will prompt them as needed.

WORKSTATION DEPLOYMENT

Resultant will work with your organization to define standard workstation specifications to be used in your organization. Upon request, Resultant will procure, configure, and deploy new workstations to end users. All procured workstations will include warranty and support for hardware faults. Resultant will coordinate with your organization should your organization desire purchases to be made from a specific re-seller or supplier. Once the workstation is received at the shipping location, our team will configure, through automated or manual methods, the workstation for operation, including the installation of applications, inclusion into our monitoring and management systems, and initial configuration of user specific settings. Our team will then, through shipping or hand delivery, deploy the workstation to the end user. As part of this delivery, Resultant will ensure the user is able to log on onto the new device, verify all requested applications have been installed and working, and that any data transfers needed from other sources has been completed.

Client Support

Resultant will proactively inform you about potential issues within specific areas of the IT environment. This will include analysis, tracking, and corrective action for functionality issues such as error logs, disk spaces, and battery backup reliability. However, when issues arise or end users have needs to be addressed, Resultant will provide managed services clients with a consistent and efficient means of support through the Resultant Helpdesk.

HELPDESK

The Helpdesk center is available to route your day-to-day support issues and requests. To optimize our efficiency in resolving issues, Resultant will first attempt resolution through remote assistance. Upon review of the issue, a technician will be dispatched if onsite resolution is more efficient than remote resolution. For clients where travel would exceed four (4) hours, Resultant will coordinate the most efficient method, such as remote hands and shipping of equipment with your organization.

METHODS TO CREATE A HELPDESK TICKET

Resultant's goal is to react in a timely manner to all issues and communicate effectively (both internally and externally) throughout the duration of the event. You and your users can initiate a request by calling or emailing our Helpdesk line, discussing an issue with us while onsite, or through portal access to the ticketing system. Issues are documented and tracked



in our Ticketing System. Updates can be reviewed at your convenience within your portal account and your users will receive emailed status updates at appropriate junctures throughout the life of the ticket. Our technicians will also communicate and follow up directly with clients as applicable to the situation. Our Helpdesk is available for contact 24x7, regardless of the initiation method.

In the event of an issue, we log the event in our Ticketing System and begin the resolution process. Communication to appropriate contacts can be set to generate status updates automatically when the ticket is updated, escalated, or reassigned. Direct communication is utilized as appropriate to the situation and according to your designated contacts. Documentation of the issue, actions taken, and resolution are recorded in the ticket through the life of the event and serves as the event report; additional reports can be developed and provided if needed. Clients are notified in all cases at the time of resolution/ticket closure. Resultant will constantly evaluate the appropriate levels and frequency of communication in conjunction with you, adjusting as necessary at any time.

The Helpdesk may be reached by phone, email, or through the dashboard. The Helpdesk email address is constantly monitored. The following resources are provided to contact the Resultant Helpdesk and work through a specific issue:

| ITEM | DESCRIPTION | CONTACT POINT |
|-------------------------|--|--|
| Ticketing System | <p>All service issues are put into the ticketing system as a way of tracking and communicating progress as well as for documentation purposes.</p> <p>Resultant asks that you submit a ticket for service requests to ensure that your issue is queued and handled efficiently.</p> | Portal access and training to be set up within first month of service. |
| Email | The Helpdesk email address is routed to all consultants and is constantly monitored. If you are unable to submit a ticket through the portal, the email option is an excellent alternative. | help@resultant.com |
| Phone | Your company will be assigned a direct-dial Helpdesk phone number. The direct-dial phone number will directly connect you to your service team. The line is manned 8 a.m. to 5 p.m. EST, Monday thru Friday by members of your Resultant Team. After hours, Resultant utilizes a domestic call answering service to route priority issues directly to your service teams on-call rotation. | Assigned upon acceptance. |



HELPDESK SERVICE LEVEL AGREEMENT

Helpdesk tickets, whether created automatically by our monitoring systems or through submittal as described in the previous section, will be classified within one of four levels of priority. While Resultant strives to provide clients with the highest level of availability and to respond to all issues as soon as possible, we will prioritize our response based upon the classification of tickets by their assigned Severity and Impact as described below:

| PRIORITY MATRIX | | Impact | | |
|-----------------|--------|------------------------------|--|-----------------|
| | | High (Whole Organization) | Medium (Department, site, service, or > 1 user) | Low (1 User) |
| Severity | Urgent | P1 – Critical | P2 – High | P3 – Normal |
| | Normal | P2 – High | P3 – Normal | P3 – Normal |
| | Low | P4 – Low | P4 – Low | P4 – Low |

| SEVERITY LEVEL | DEFINITION |
|----------------|--|
| Urgent | Loss of business continuity that directly impacts the financial security or stability of the company, with no functional workaround. |
| Normal | Impact to a core service that supports business operations but there is a functional workaround. |
| Low | Request or minimal-to-no loss of business operations. |

| IMPACT LEVEL | DEFINITION |
|---------------|--|
| High | Issue is affecting the entire organization. |
| Medium | Issue is affecting a department, site, service, or more than one user. |
| Low | Issue is affecting a sole user at the client. |



Priority Definitions

Resultant's response to submitted or generated tickets is comprised of three parts. Each of these parts represents specific actions that Resultant Technician's will take to resolve the service issue.

- **Review:** Within the specified below time frames after ticket submittal or automatic generation, Resultant will review the provided information, assign a Resultant team member to work on resolving the issue, and notify the ticket originator of upcoming actions.
- **In Progress:** Within the specified below time frames after ticket submittal or automatic generation, a Resultant team member will begin actions to resolve issue, coordinating with appropriate personnel as necessary.
- **Resolve:** Within the specified below time frames after ticket submittal or automatic generation, Resultant will have resolved the issue that precipitated the creation of a ticket.

The below chart outlines the maximum allowed times for each Priority of ticket that Resultant adheres to:

| LEVEL | REVIEW | IN PROGRESS | RESOLVE |
|----------------------|------------|-------------|----------|
| P1 - Critical | 30 minutes | 2 hours | TBD |
| P2 - High | 1 hour | 3 hours | 8 hours |
| P3 - Normal | 2 hours | 6 hours | 14 hours |
| P4 - Low | 4 hours | 12 hours | 24 hours |

Note: All times for P3 and lower are resolved within normal business hours of 8:00 a.m. to 5:00 p.m. EST.

ESCALATION PROCESS

Resultant utilizes the Ticketing System to capture, manage, resolve, and document all IT issues. Tickets are created via the Helpdesk contact procedure (see the following section) for issues that are discovered through alerts, maintenance, or monitoring activities.

All activity is clearly documented throughout the ticket resolution process. This procedure provides a historical record of customer issues and aids the Resultant team to implement proactive infrastructure and IT environment improvements for issues that may be recurring.

Resultant takes a collaborative approach to the resolution of customer IT issues. As appropriate, the customer service team will escalate issues and involve company leadership in selecting the appropriate mitigating actions and reporting on successful closure. The team also participates in conferences calls, either suggested by Resultant or arranged by you, to provide strategic or tactical advice.

COMMUNICATION CHANNELS

To streamline communication, eliminate confusion, and foster end user organization, we will assign a Resultant Team member to serve as the primary point of contact (POC) from Resultant, in addition to the Helpdesk (described above). You will select primary and secondary POCs from within your organization to work directly with your Resultant POC and serve as the representatives for the engagement. This efficient and simple access allows for quick client onboarding without requiring formalized training programs.



Resultant also uses a professional service automation tool to service client accounts. This system offers a customer portal for processing and visibility of records such as ticket submissions, invoices, agreements, and configuration documentation of your environment. Managed services clients have access to this portal to achieve transparency into Resultant's management of your services. Our system also provides efficient access for service requests and is monitored by your Resultant team to provide timely delivery of service and to guard against any future risk exposure.

Strategy and Guidance

CLIENT BUSINESS REVIEWS

Your Resultant account manager will meet with you and your staff on a quarterly basis for a technology and business review. These meetings will include reviewing any technology strategies in place, determining upcoming organizational needs, reviewing previous quarters support metrics, and planning for any upcoming projects. These reviews will provide necessary insights so our team can continue to add high value to your technology.

TECHNICAL CONSULTING

Your Resultant team will work closely with you throughout the year to suggest and implement software/hardware upgrades and quote any required equipment purchases. Resultant approaches hardware and software recommendations based on your need(s) while respecting existing hardware life cycle versus pushing specific vendors. Resultant works with vendors to quote, purchase, and ship hardware directly to you. While Resultant maintains a vendor-agnostic approach, Resultant maintains strong relationships with HP, Cisco, CDW, Microsoft, Fortinet, Barracuda, Trend Micro, and other vendors to ensure we have direct access to their engineers and pricing, when needed.



TIMELINE

This engagement shall begin on the date of contract execution and continue for a period of 12 months (the "Term"). Contract execution shall be the date of the last signature of the parties to the Agreement.



ROLES AND RESPONSIBILITIES

The Resultant team will leverage the following roles and responsibilities to execute services for this engagement. Upon acceptance, Resultant will assign your Team, and begin the onboarding process. Additional resources may be applied to the engagement as appropriate.

| ROLE | RESPONSIBILITIES |
|-------------------------------------|--|
| Executive Director | <ul style="list-style-type: none"> • Advises on escalated issues |
| Engagement Manager | <ul style="list-style-type: none"> • Advises on escalated issues • Provides guidance and oversight at key checkpoints throughout the engagement • Advises on strategic partnerships |
| Technology Manager | <ul style="list-style-type: none"> • Oversees Helpdesk and technical execution of services throughout the engagement. • Advises on future technology needs as part of the Business Review process • Supervises the Technical Support Specialist, System Administrators, and NOC activities conducted to support this engagement. |
| Technical Support Specialist | <ul style="list-style-type: none"> • Responds to Helpdesk tickets, executing first call resolution on majority of issues • Conducts on-site visits as needed to resolve issues as needed • Monitors Helpdesk board to ensure timely Review, Response, and Resolution of tickets |
| Systems Administrator | <ul style="list-style-type: none"> • Oversees our maintenance programs of your systems and network devices • Provides escalation support to your Resultant Technical Support Specialist • Ensures the stability, reliability, and availability of your IT systems • Monitors all systems to ensure timely response to system generated tickets, system or network outages, or other issues as detected by our monitoring systems |
| NOC | <ul style="list-style-type: none"> • Provides escalation support to Technical Support Specialist and System Administrators • Oversees the delivery of Security Awareness Training, Vulnerability Management, Managed Detection and Response, and Dark Web Monitoring • Collaborates with your Resultant Helpdesk for the monitoring & management of servers, systems, and network devices |



FEES

FIXED FEE AGREEMENT

For this managed services engagement, if payment is not lump sum, Resultant will invoice a recurring monthly fee for services, plus reasonably incurred out-of-pocket expenses (ie. cables, small hardware incidentals and mileage). Prior approval required by CSTB for out-of-pocket expenses.

| SERVICES INCLUDED WITHIN THIS AGREEMENT | QUANTITY | TOTAL FEES |
|--|--|--------------------|
| Managed Services | | |
| <ul style="list-style-type: none"> - Strategy and Guidance - Workstation Patching and Support - Cloud Services Maintenance\Monitoring - Business Application Support and Vendor Management - Server Maintenance\Monitoring - Firewall Maintenance\Monitoring - Switch Maintenance\Monitoring - Wireless Maintenance\Monitoring - Technology Maintenance Plan - Helpdesk Support - Backup Maintenance\Monitoring\Testing - Antivirus Management - Managed Printers | <ul style="list-style-type: none"> - Quarterly - 700 Workstations - Azure, M365 - 5 Business Applications - 35 Servers - 5 Devices - 27 Devices - 10 Devices - Monthly - 175 Users - 1 Barracuda - 1 Symantec - 20 Printers | \$26,800/mo |
| IT Department Power User Accounts | | |
| <ul style="list-style-type: none"> - Professional Services Automation Access - Remote Monitoring & Management Access - Remote Access & Control Software Access - Live Training - E-learning portal | <ul style="list-style-type: none"> - 3 Users | \$150/mo |
| Onboarding Fees | | |
| <ul style="list-style-type: none"> - Systems Setup - Knowledge creation - Site onboarding (7 Sites) | <ul style="list-style-type: none"> - Flat Fee | \$24,000 |
| FIRST MONTH FEES TOTAL | | \$50,950/mo |
| ON-GOING MONTHLY FEES TOTAL | | \$26,950/mo |

Partnership Expectations & Options:

Resultant is providing a 2% reduction of the monthly support cost for CSTB's commitment to supplementing 10% of the support burden and requires all CSTB IT Staff to work from Resultant owned ITSM tools for timely triage, management, and accurate reporting. In the event that CSTB does not meet the quarterly averaged requirement, Resultant reserves the right to engage CSTB about a plan for reimbursement.

Resultant is extending a discount for a lump sum payment in the amount of \$315,315. Including onboarding fee of \$24,000.

Total lump sum payment option is \$339,315 due within 30 days of contract execution.



If support outside of this agreement is required, Resultant will work with you to develop a project solution scope of work. The scope of work and associated fee estimate will be approved by you before any project support work begins. Projects are defined as dedicated engineering time exceeding 10 hours or work that will significantly change the network, workstation fleet, user base, or server infrastructure.

In the event of a material change in the scope or nature of your organization that results in a material additional burden or cost to Resultant for the provision of the Services, as related to those Services being rendered as of the such material change in your organization, but not more frequently than once a quarterly, the Parties agree to negotiate in good faith a mutually agreeable and equitable adjustment in fees owed to Resultant for Support Services hereunder or to otherwise negotiate a Special Project Statement of Work.

Client acknowledges and agrees that for the duration of this contract, the total number of users in the client's organization on the first day of each successive contract period shall become the baseline for the number of users throughout that period. Total managed services fees in the contract period shall not drop below 75% of this baseline, regardless of any changes to the Scope of Services that may occur.

Examples of material changes to your organization that qualify include a change in the number of users or workstations or addition/removal of server or network systems, or the under performance of a vendor selected by your organization to provide services that significantly impact Resultant's scope of work. The table below displays the cost of specific material changes within scope of this contract.

| MATERIAL CHANGE | QUANTITY | TOTAL FEES |
|---------------------------------------|-----------------|---------------|
| User | Per User | \$34 / mo. |
| Server | Per Server | \$80 / mo. |
| Network Device | Per Device | \$50 / mo. |
| Printer | Per Printer | \$9.50 / mo. |
| Cloud Service or Business Application | Per Application | \$150 / mo. |
| Workstation | Per Workstation | \$49.50 / mo. |
| IT Department Power User Accounts | Per User | \$50 / mo. |



Products

To support this engagement, Resultant has selected the following products:

| PRODUCTS | PURPOSE |
|---|------------------------------------|
| ConnectWise Manage | – Professional Services Automation |
| ConnectWise Automate | – Remote Management & Monitoring |
| ConnectWise Control | – Remote Access & Control |
| Thycotic Secret Server | – Privileged Access Management |
| Auvik | – Network Monitoring |
| Backup Radar | – Backup Monitoring & Compliance |
| BrightGauge | – Reporting |
| Managed Service Platform | – Business Review |
| Ninite Pro | – Third-Party Patching |
| Trend Micro WFBS | – Anti-Virus |
| Barracuda Total Email Protection | – Email Security & Archiving |
| KnowBe4 | – Security Awareness Training |
| Network Detective | – Internal Vulnerability Scanning |
| IDAgent | – Dark Web Monitoring |
| Scalepad | – Asset & Warranty Management |
| SaaSlio | – SaaS Product Management |
| Printix | – Cloud Based Print Management |

Resultant reserves the right at any time, in Resultant's sole discretion, to make enhancements to, replace, modify, discontinue, or to add to the Products listed above, including revisions to all specifications for the products, with or without notice. Some, but not all enhancements, will be provided at no additional charge. In the event of early termination of this contract, CareerSource Tampa Bay agrees to pay the full term of products supporting this agreement.



ASSUMPTIONS

Resultant made the following assumptions in preparing this Agreement.

1. You will make one Executive Sponsor available for this Agreement. The Executive Sponsor will have the authority to make and approve final decisions as they pertain to the services offered as part of this engagement.
2. You will make two Technical Points of Contact (POCs) available for this Agreement. Technical POCs will have the authority to make and approve final decisions as they pertain to the managed services or managed support offered as part of this engagement.
3. You will provide any requested working papers and documentation requested by Resultant within a timely manner (typically 2 - 3 business days) to support the onboarding of this engagement.
4. Resultant expects that they will have access to all system documentation if available. Resultant expects that you will make a best effort to obtain any relevant documentation from vendors.
5. Resultant is not providing legal advice, legal opinion, or attestation of the state of security within your systems and environments. Any request for attestation of the state of security of your systems and environments is outside the scope of this Agreement.
6. You agree that Resultant will have 4 weeks to execute onboarding actions required to fulfill the services outlined in this engagement all covered systems, users, services, and devices under management of our systems During the onboarding period, Resultant will work with your organization to be able to take and work through user support issues by July 1st 2022 . Until the completion of onboarding tasks, as agreed between Resultant and the Executive Sponsor, Resultant's Service Level Agreements will not be enforced.



RISKS

The following section describes the known and/or anticipated risks associated with the onboarding. During onboarding, your organization (in coordination with our onboarding team) will develop mitigation strategies for the following items:

1. Lack of existing documentation of critical systems or processes.
2. Finding of additional services that replaced services providers covered.
3. Your organization's systems that are unable to be managed by Resultant's systems.
4. Extended resolution times of issues until knowledge base creation has occurred.
5. Extended resolution times due to lack of access to specific systems to enact resolution steps.
6. Lost credentials to systems to be managed as part of this engagement.
7. Lack of Executive Sponsor, POC, or stakeholder engagement.

During this engagement, Resultant will meet with you during Client Business Reviews. As part of these reviews, Resultant and your Executive Sponsor will identify other potential risks and mitigations that could potentially impact execution of parts of this engagement.

During execution of this engagement, you may request changes to your environments that Resultant believes will create either a change to the security, stability, or overall health of the environment. Should these situations arise, Resultant will work with you to determine risks and mitigations of these actions.

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EXHIBIT B
ADDENDUM - ASSURANCES AND CERTIFICATIONS

The “Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in Contractor agreements.

This addendum is part of the attached Agreement by and between **Resultant LLC** (Contractor) and Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (CSTB) for the services described in the Agreement dated 6/6/2022 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. Either party may request termination upon 60 days prior written notice to the other party. Written notification of termination be by registered mail, return receipt requested.
- b. CSTB may unilaterally terminate or modify 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. CSTB may unilaterally terminate this modified agreement at any time that it is determined that:
 - i. Contractor fails to provide any of the service it has contracted to provide; or
 - ii. Contractor fails to comply with the provisions of this modified agreement; or
 - iii. Such termination is in the best interest of the Board.

In the event this agreement is terminated for cause, Contractor shall be deemed to be in default and liable for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

2. Level 1 Background Screenings [Section 435.03, F.S]

The Contractor agrees to obtain a Level 1 background screening as a condition of employment or contract award. Additionally, CSTB requires a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor’s employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances.

3. E-Verify [Section 448.095, F.S]

Employment Eligibility Requirement: E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>

In accordance with 448.095, F.S., the State of Florida expressly requires the following:

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- i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
- iii. If an entity does not have an E-Verify MOU in effect, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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

In accordance with Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.. The Contractor hereby represents and warrants that it has not been listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions can be accessed through the Internet, currently at <https://www.sam.gov>.

5. Discriminatory Vendor List [287.134 FS] [\[287.134, FS\]](#)

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.

6. 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.

7. Contract Work Hours and Safety Standards Act [\[2 CFR 200\]](#)

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

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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.

8. Clean Air Act [\[2 CFR 200\]](#)

(42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - 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 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).

9. Byrd Anti-Lobbying Amendment [\[2 CFR 200\]](#)

(31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials [\[2 CFR 200\]](#)

2 CFR 200.323. Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

11. 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.

12. Statutory and National Policy Requirements [\[2 CFR 200.300\]](#)

The Contractor or Subrecipient, as applicable, must manage and administer the contract to ensure compliance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination pursuant to 2 CFR § 200.300, EO 13798 Promoting Free Speech

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and Religious Liberty and EO 13864 Improving Free Inquiry, Transparency, and Accountability at College and Universities.

13. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.
14. If any provision of this Agreement, 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.

15. Access to records.

The Contractor will comply with public records law (Chapter 119 Florida Statutes) and agrees to:

- Keep and maintain public records required by CSTB to perform the services.
- 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.
- 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.
- 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.

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16. Records retention

Contractor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.