

**AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
ENTERPRISE FLORIDA, INC.
AND
DEVELOPMENT COUNSELLORS INTERNATIONAL**

THIS AGREEMENT ("Agreement") is entered into this 27th day of July 2021 by and between ENTERPRISE FLORIDA, INC., a Florida not-for-profit corporation ("EFI") and Development Counsellors International ("DCI"), ("Contractor") (also herein individually as "Party" and collectively as "Parties").

RECITALS

WHEREAS, EFI is the principal economic development organization for the State of Florida and has the responsibility to provide leadership for business development in Florida by establishing a unified approach to Florida's efforts of international trade and reverse investment, by marketing Florida as a pro-business location for potential new investment, and by assisting in the creation, retention, and expansion of existing businesses; and

WHEREAS, EFI recognizes that to effectively promote the state of Florida as a top business destination, the ability to market the state's strengths and key assets through a website is important; and

WHEREAS, EFI recognizes that the website is often the key resource that determines whether a Florida location remains on a prospect list of possible sites to locate/expand their business; and

WHEREAS, EFI recognizes that ensuring the website provides valuable information that can easily be found is vital; and

WHEREAS, EFI issued a competitive procurement seeking the services of a web development firm to provide updated content to the Enterprise Florida, Inc. corporate website www.enterpriseflorida.com to promote Florida as a premier business state and highlight the services EFI provides, including a new look and feel, navigation, and offer a simplified access to the information that each of our distinct target audiences require; and

WHEREAS, Contractor, represents that it possesses the requisite skills, knowledge qualifications and other specific skills required to create the new website; and

WHEREAS, the Parties desire to enter into an Agreement setting forth the terms and conditions in which services are to be provided.

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

1. TERM:

The term of this Agreement shall commence on August 1, 2021 and shall remain in effect until November 15, 2021 or until all services described in Paragraph 2, Services, are complete; or unless earlier terminated as provided herein. This Agreement may be renewable at the absolute discretion of EFI, it being acknowledged that EFI's decision to renew this Agreement shall be based primarily, but not exclusively, on Contractor's fulfillment of its obligations under this

Agreement. Any extensions and renewals shall be agreed to by both Parties in writing and authorized by amendments to this Agreement as stated in Paragraph 9.

2. SERVICES:

As described in Attachment A – Scope of Work, which along with its terms and conditions is incorporated herein, Contractor will design and develop custom tools and functionalities including directory, new tags, dynamic map with custom skinning and basic search functionality for the Enterprise Florida, Inc corporate website located at www.enterpriseflorida.com (“Services”). The purpose of the custom tools and functionalities is to improve EFI’s Website and further enhance it as a tool to promote Florida as a premier business state and highlight the services that EFI provides.

3. CONSIDERATION:

In consideration for the performance by the Contractor of the Services, subject to the conditions of this Agreement and timely completion of the Services and approval by EFI, EFI shall pay Contractor a total of forty-two thousand nine hundred twenty-five dollars (\$42,925) as follows:

- \$21,462.50 upon execution of contract
- \$21,462.50 upon completion and acceptance of deliverables

Pursuant to its contract with the Department of Economic Opportunity (DEO), EFI’s obligation to pay under this Agreement is contingent upon funds being appropriated by the Florida Legislature, as referenced in EFI’s attached Standard Contract Terms and Agreements.

4. AGREEMENT MANAGER:

EFI’s Director of Compliance, Contracts and Grants, Michelle Boylan, or an assigned successor shall act as the Agreement Manager to ensure compliance by Contractor with all of the terms and provisions herein. The Parties and their respective addresses for the purpose of this Agreement are:

EFI: Michelle Boylan, Director, Grants, Contracts & Compliance
Enterprise Florida, Inc.
800 N. Magnolia Ave., Suite 1100
Orlando, FL 32803
Phone: 407-956-5636/Fax: 407-956-5599
mboylan@enterpriseflorida.com

Contractor: Katherine Saunders, Senior Vice President Client Strategy
Development Counsellors International
215 Park Ave. South, 14th Floor
New York, NY 32301
Phone: 917-612-2063
katherine.saunders@aboutdci.com

5. NOTICES:

All notices between the Parties provided for herein shall be by either confirmed e-mail, confirmed Fax, confirmed business mail service or certified mail, return receipt requested, delivered to the address of the Parties as set forth in Paragraph 4 above.

6. CONFLICTS OF INTEREST:

Contractor acknowledges that EFI represents the interests of Florida businesses and that it is important to EFI that conflicts of interest be avoided. In the event that Contractor engages in activities which could constitute a conflict of interest to EFI or a particular business interest in Florida, EFI has the right to instruct Contractor to discontinue such efforts. In such event, if Contractor fails to do so, then EFI shall have the right to immediately terminate this Agreement.

7. INDEPENDENT CONTRACTOR:

Contractor is acting as an independent contractor and not as EFI's employee in the performance of the Services. Contractor acknowledges that EFI is not responsible for withholding or filing national or state taxes or other payroll withholdings on behalf of Contractor. Contractor further acknowledges that neither Contractor nor the employees of Contractor will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

8. NON-EXCLUSIVE RELATIONSHIP:

The relationship between the Parties is a non-exclusive one, which allows the Contractor to engage in other activities, provided that all of the terms and conditions under this Agreement are strictly observed, including the avoidance of conflicts of interests.

9. AMENDMENT/MODIFICATION/NOTIFICATIONS:

This Agreement may not be altered, modified, amended, or changed in any manner, except pursuant to a written agreement executed and delivered by each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of delivery or such later date as the Parties may agree therein.

Modification of this Agreement or any notices permitted or required under this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

10. PURPOSE- pursuant to section 288.904(6)(b), Florida Statutes:

- a. The purpose of this Agreement is found in paragraph 2.
- b. Specific performance standards and responsibilities for each entity are included in Attachment A.
- c. A detailed contract budget is found in paragraph 3.
- d. The value of the services provided is found in paragraph 3.
- e. There are no projected travel and entertainment expenses for employees and board members of EFI.

11. EFI CONTRACT TERMS AND CONDITIONS:

EFI's Standard Contract Terms and Agreements are attached as Attachment B and incorporated herein.

12. COUNTERPARTS:

This Agreement may be executed in counterparts, with all pages initialed by the signing Party, and shall be of the same force and effect as if all Parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed, scanned, or PDF contract versions with initials and signatures shall be of the same force and effect as original signatures.

13. WORKS FOR HIRE:

Contractor agrees and shall instruct Contractor's employees and subcontractors, if any, that all Deliverables, services, records, documents, papers, reports, descriptive and pictorial material, printed or written technical information, drawings, reproductions thereof, samples, and models produced by Contractor, in whatever form and in whatever stage of development whatsoever, including all intellectual property rights therein, during the performance of the Services under this Agreement shall be considered "works made for hire," as defined in Section 101 of the Copyright Act of 1976 and that EFI is and will be the sole and exclusive owner of all right, title, and interest in the same, , the nature and contents of which shall not be disclosed to others without the prior written permission of the EFI.

To the extent any Work Product does not qualify as "works made for hire":

(a) Contractor shall, and hereby does, immediately on its creation, assign, transfer, and otherwise convey to EFI, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all intellectual property rights therein.

(b) Contractor shall, and hereby does, irrevocably waive, and shall cause Contractor's employees and subcontractors to irrevocably waive any and all claims such Contractor employees and subcontractors may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Work Product.

Contractor shall, and shall cause all Contractor's employees and subcontractors to, take all appropriate action and execute and deliver all documents, necessary or reasonably requested by EFI to effectuate any of the foregoing provisions of this paragraph, or otherwise as may be necessary for EFI to prosecute, register, perfect, or record its rights in or to any Work Product or any intellectual property right therein. Contractor hereby appoints EFI as Contractor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses or, within a period deemed reasonable by EFI, otherwise fails to do so.

14. EFI MATERIALS:

EFI and its licensors are, and will remain, the sole and exclusive owners of all right, title, and interest in all Content and all other information in any form or media, including but not limited to documents, data, know-how, ideas, specifications, software code, and other materials provided to Contractor by or on behalf of EFI whether or not owned by EFI, a third party, or in the public domain or qualify for or are protected by any intellectual property rights ("EFI Materials"), including all intellectual property rights therein. Contractor has no right or license to use any EFI Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to EFI. All other rights in and to the EFI Materials are expressly reserved by EFI.

EFI hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to the EFI Materials solely as necessary to incorporate the EFI Materials into the Deliverables as described in the Services. The term of such license shall commence upon EFI's delivery of the EFI Materials to Contractor, and shall terminate upon EFI's acceptance or rejection of the

Deliverables incorporating such EFI Materials. Subject to the foregoing license, EFI reserves all rights in the EFI Materials.

15. THIRD-PARTY MATERIALS AND OPEN SOURCE:

Contractor shall not include in the Website, and operation of the Website shall not require the use of, any third-party materials other than third-party materials expressly approved by EFI and licensed to EFI. Contractor shall secure, at its sole cost and expense, all necessary rights, licenses, consents, and approvals necessary for EFI to use, as incorporated into or otherwise used in conjunction with the Website, perpetually and throughout the world, all approved third-party materials.

Contractor shall not include in the Website, and operation of the Website shall not require the use of, any Open Source Components, except for any Open Source Components expressly approved by EFI and identified in, and for which the relevant open source is attached as an exhibit to Attachment A-Scope of Services.

16. WEBSITE COMPLIANCE:

Contractor understands that EFI's Website must comply with certain requirements under Florida law including but not limited to section 288.904(6)(a), (d), and (e) of the Florida Statutes and other applicable requirements of federal law including the ADA.

17. CONTRACTOR WARRANTIES:

Contractor warrants to EFI that:

(a) it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement;

(b) the Work Product, including the Website and all Deliverables (excluding EFI Materials), as delivered by Contractor: (i) will not infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of any third party; and (ii) will comply with all applicable laws;

(c) in performing the Services hereunder, Contractor will comply with all applicable laws;

(d) when delivered, the Website and all Deliverables will not contain: (i) any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software, or (ii) any time bomb, drop dead device, or other software designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive EFI of its lawful right to use the Website and Deliverable; and

(e) when delivered and for two (2) years following EFI's final acceptance of the Website, the Website and all Deliverables will be, and will function, in all respects in conformity with this Agreement. If any non-conformity is discovered during such warranty period, Contractor shall promptly remedy such non-conformity at Contractor's sole cost and expense.

18. INDEMNIFICATION:

Contractor shall indemnify, defend, and hold harmless EFI and EFI's officers, directors, employees, agents, successors, and assigns (each, a "EFI Indemnitee") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements,

interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, appellate attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, that are incurred by a EFI Indemnitee, arising out of or resulting from any claim, suit, action, or proceeding (each, an "Action") alleging:

(a) Contractor's breach of any representation, warranty, covenant, or obligation of Contractor (including any action or failure to act by any Permitted Subcontractor that, if taken or not taken by Contractor would constitute such a breach by Contractor) under this Agreement; or

(b) any action or failure to take a required action by Contractor or any Permitted Subcontractor in connection with performing Services under this Agreement.

19. INDEMNIFICATION PROCEDURE:

EFI will promptly notify Contractor in writing of any Action for which it is entitled to be indemnified pursuant to paragraph 18 ("INDEMNIFICATION") and cooperate with Contractor at Contractor's sole cost and expense. Contractor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to EFI to handle and defend the same, at Contractor's sole cost and expense. Contractor shall not settle any Action in a manner that adversely affects the rights of EFI without EFI's prior written consent, which shall not be unreasonably withheld or delayed. EFI's failure to perform any obligations under this paragraph will not relieve Contractor of its obligations under this paragraph except to the extent that Contractor can demonstrate that it has been materially prejudiced as a result of such failure. EFI may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

20. INFRINGEMENT REMEDY:

If the Website developed by Contractor or any component thereof other than EFI's Materials, is found to be infringing or if any use of the Website or any component thereof is enjoined, threatened to be enjoined, or otherwise the subject of an infringement claim, Contractor shall, at its option and sole cost and expense: (a) procure for EFI the right to continue to use the Website or component thereof to the full extent contemplated by this Agreement; or (b) modify or replace the materials that infringe or are alleged to infringe ("Allegedly Infringing Materials") to make the Website and all of its components non-infringing while providing fully equivalent features and functionality. If neither of the foregoing is possible notwithstanding Contractor's best efforts then Contractor may direct EFI to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor shall refund to EFI (i) all amounts paid by EFI in respect of such Allegedly Infringing Materials and any other aspects of the website that EFI cannot reasonably use as intended under this Agreement; and (ii), in any case, at its sole cost and expense, secure the right for EFI to continue using the Infringing Materials for a transition period of up to 6 months to allow EFI to replace the affected features of the Website without disruption. The foregoing is in addition to, and not in lieu of, all other remedies that may be available to EFI under this Agreement or otherwise, including but not limited to EFI's right to be indemnified for such Actions.

21. PUBLIC ANNOUNCEMENTS:

Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade

names, logos, domain names, or other indicia of source, affiliation, or sponsorship, in each case, without the prior written consent of the other Party.

22. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed the day and year first above written.

**FOR:
DEVELOPMENT COUNSELLORS
INTERNATIONAL ("Contractor")**

Susan Brake

Signature:

Printed Name: Susan Brake

Title: Senior Vice President

Date 7.27.21

**FOR:
ENTERPRISE FLORIDA, INC.,
a Florida not for-profit corporation ("EFI")**

Jamal Sowell, President/CEO

Date: _____

-OR-

[Designee]

DocuSigned by:

Signature: *Robert Schlotman*

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Printed Name: Robert Schlotman

Title: Chief Operating Officer

Date: 7/28/2021

Attachment A – Scope of Services

TIMEFRAME	DELIVERABLES AND TACTICS
Aug 1 – 16	Discovery Given our work with your team on the relaunch of EnterpriseFlorida.com earlier this year, our team has already determined the needs to keep the site fresh including foreign owned business directory, new tags, and basic search functionality. For the map, we would want to make sure we understand the functionality and copywriting needs and will discuss that with your team to ensure a game plan moving forward. Please note the price we list below doesn't include fees for copywriting for the map functionality.
Aug 20 – Sep 17	Design Mockups will be created in order to ensure all Phase II tasks all have accurate user interface and fit within the current theme of EnterpriseFlorida.com
Aug 20 – Sept 17	Content Development DCI to manage the content needs and work with EFI to write any new content or provide any new imagery associated with the new functionality.
Sep 24 – Oct 15	Web Development Content deadline; site build-out; content population
Oct 18 – Nov 1	Pre-Launch Quality assurance, CMS training; final checks and tweaks. DCI digital team to work with EFI on bugs.
Nov 2	Launch Site Launch (based on client feedback and adherence to schedule).
Oct 31, 2022	Product Warranty Support and maintenance of the website to ensure optimal performance. Bug fixing for a month after launch, client training and then support as needed and approved through September 31, 2022. *If EFI chooses to use DCI for hosting and maintenance
Pricing – Website Refresh, Design, Development and Launch	
Directory of Foreign Owned Companies on International Page	\$9,175
Addition of News Tags	\$3,050
Dynamic Map Plotting out EFI Global Locations	\$10,675
MapBox Custom Skinned Map for Dynamic Map	\$3,050
Basic Search Functionality	\$6,175
Website & Server Upkeep Maintenance (\$900/Month x 12 Months, Billed Annually)	\$10,800
Total Fees	\$42,925.00

DELIVERABLES TERMS:

- Contractor shall throughout the Term of this Agreement, maintain a project manager with the requisite organizational authority, and necessary skill, experience, and qualifications to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services.
- All Deliverables in the Scope of Services are subject to review and approval by EFI. The Scope of Services will be considered complete when EFI has approved in writing all Deliverables required under the Scope of Services.

3. If Contractor fails to complete the Scope of Services on a timely basis in accordance with the Timeframe, such failure will be deemed a material breach of this Agreement that is incapable of cure, for which EFI will have the right to terminate this Agreement. The foregoing is in addition to, and not in lieu of, all other remedies that may be available.
4. EFI may at any time during the Term of this Agreement request in writing changes to the Services or Website specifications. The Parties shall evaluate and, if agreed, implement such changes. No changes shall be effective unless and until memorialized in a written change order signed by both Parties.
5. **Deliverable Testing and Approval.**

Upon EFI's receipt of each Deliverable:

 - (a)EFI will have 10 days ("Testing Period") to inspect and test such Deliverable to ensure that it conforms to this Agreement.
 - (b)If EFI determines any Deliverable does not conform to this Agreement:
 - (i)EFI shall notify Contractor in writing of such non-conformity(ies) ("Non-Acceptance Notice").
 - (ii)Following receipt of a Non-Acceptance Notice, Contractor at Contractor's sole cost and expense, shall remedy all non-conformities and re-deliver the Deliverable as promptly as commercially possible and, in any case, within 30 days.
 - (c)The parties shall repeat this process until the Deliverable has been accepted as set forth above provided, however, if Contractor: (x) fails to re-deliver any Deliverable within the time period or (y) fails more than once to remedy a non-conformity, EFI will have the right, at EFI's option, to:
 - (i)treat such failure as a material breach that is incapable of cure and terminate this Agreement; or
 - (ii)accept the Deliverable as nonconforming, in which case the fees will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed.
 - (d)Promptly upon completing acceptance testing, if EFI has determined that the Deliverable(s) conform to this Agreement therefor, EFI shall give Contractor written notice of its acceptance of the Deliverable(s). Each Deliverable will in any case be deemed accepted by EFI upon the expiration of any Testing Period if EFI has not delivered a Non-Acceptance Notice prior thereto.
 - (e) Notwithstanding EFI's acceptance of any Deliverable, upon delivery of the final completed Website, EFI shall have the right to perform additional tests on each previously-accepted Deliverable to ensure full integration and compatibility with all elements of the Website. EFI shall perform such testing, and Contractor shall correct any nonconformities, in accordance with the procedures set forth above, as though each such Deliverable were delivered on the date of delivery of the final Website.

Attachment B.

Enterprise Florida Standard Contract Terms & Agreements 2021-2022

1. This Agreement may not be assigned. This Agreement shall bind the heirs, successors, and permitted assigns of the parties. Upon being provided written notice from EFI, Contractor shall not object to any of EFI's assignment, or transfer of its rights, duties, or obligations under this Agreement to a governmental agency in the State of Florida.

2. EFI may terminate this Agreement for its convenience, in whole or in part at any time by providing written notice to Contractor. EFI may terminate this Agreement for cause at any time by providing written notice to Contractor. A termination for cause may occur due to (i) Contractor's willful misconduct or gross negligence; or (ii) Contractor's conscious or reckless disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverables; or (iv) any other reason provided herein. In the event that EFI terminates this Agreement for cause or default and said termination is found to be wrongful by a court of competent jurisdiction, the termination shall be treated as one for convenience.

3. In the event of termination, EFI's sole obligation and liability to Contractor, if any, shall be to pay Contractor that portion of the expenses allowed under this Agreement that were incurred prior to the effective date of termination and unable to be reasonably cancelled. Lost profits, consequential damages, special damages, and costs incurred in preparing a proposal or otherwise incurred in obtaining this contract or award may not be recovered.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Contractor from any and all claims, demands, and courses of action whatsoever which Contractor may have against EFI.

5. Contractor may expend funds only for allowable costs.

6. Any balance of unobligated funds which has been advanced or paid to Contractor must be refunded to EFI upon request of EFI or termination of this Agreement. Any funds paid in excess of the amount to which Contractor is entitled under the terms and conditions of this Agreement must be refunded to EFI upon request of EFI or upon termination of this Agreement.

7. The EFI Contract Manager shall periodically review the progress made on the Scope of Work and deliverables required under this Agreement. If Contractor fails to meet and comply with the activities/deliverables established in this Agreement or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the Contract Manager may approve a reduced payment, request Contractor to redo the work, or terminate this Agreement.

8. Failure of Contractor to provide project deliverables and/or meet the scope of work as specified in the approved Scope of Work and deliverables required under this Agreement will result in a partial payment and/or nonpayment, as appropriate and as determined by EFI in its sole discretion.

9. Failure of Contractor to deliver the minimum requirements reflected in the Scope of Work and deliverables required, may result in withholding of future advance payment request (to the extent applicable to this Agreement) from the date of noncompliance until each deliverable has met compliance as determined by EFI in its sole discretion. All scheduled payments must be sequential in order as identified in the deliverable payment schedule of this Agreement. If payment is withheld due to deliverable compliance requirement, no further payments may be paid out of sequence.

10. Contractor shall abide by all federal, state, and local laws, including but not limited to, the requirements of section 215.971, Florida Statutes, if Contractor is a subrecipient of state financial assistance as defined in section 215.97, Florida Statutes.

11. Contractor shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Contractor does not discriminate against any person who performs work hereunder because of age, race, religion, color, sex, physical handicap, marital status, national origin, or ancestry unrelated to such person's ability to engage in this work; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Contractor is found guilty of any violation of any of the foregoing laws.

12. Contractor shall comply with all necessary laws and Governor Ron DeSantis' Executive Order 19-11 readopting Executive Order 17-319 preventing sexual harassment in state agencies. Contractor shall ensure a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

13. Contractor agrees to comply with the requirements of section 448.095, Florida Statutes, and to register with and use the E-Verify system to verify the work authorization status of all newly hired employees in the United States of America and if entering into a contract with any subcontractor to further the objectives of this Agreement to require the subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien in the United States of America. Knowing violation of this provision shall be cause for unilateral cancellation of this Agreement by EFI.

14. To the extent required by section 287.134(3)(a), Florida Statutes, and EFI's contract with the Florida Department of Economic Opportunity (DEO), Contractor acknowledges notice of the requirements of section 287.134(2)(a), Florida Statutes, relating to the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, grantee, supplier, sub-grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity. Contractor affirms that it is aware of the provisions of section 287.134(2)(a), F.S., and that at no time has Contractor or its affiliates been placed on the Discriminatory Vendor List.

15. To the extent required by Florida Statutes 287.133(3)(a), and EFI's contract with DEO, the Contractor affirms that it is aware of the provisions of section 287.133(2)(a), Florida Statutes. Contractor affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement in accordance with section 287.133(4), Florida Statutes. Contractor shall disclose to EFI if any of its affiliates, as defined in section 287.133(1)(a), Florida Statutes, is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from performing under this Agreement for a period of 36 months from the date of being placed on the convicted vendor list.

16. Contractor shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Contractor for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by State personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, DEO, or other personnel authorized by EFI and copies of the records shall be delivered to EFI upon request.

17. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. This Agreement shall automatically terminate upon the discontinuance or reduction of legislatively appropriated funds that may be used and are sufficient to support this Agreement, in addition to all of EFI's other duties and responsibilities, in which

case EFI is not obligated to provide any warning, notice or compensation in lieu of notice. The determination whether such funds are available shall be made by EFI at its sole discretion.

18. Pursuant to its contract with DEO, EFI requires Contractor, by executing this Agreement, to certify that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), F.S., EFI may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If EFI determines that Contractor has submitted a false certification, EFI will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that EFI's determination of false certification was made in error, EFI shall bring a civil action against Contractor. If EFI's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of EFI's determination of false certification by Contractor. In the event that federal law ceases to authorize the States to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

19. EFI does not endorse any contractor, commodity, or service, and this Agreement or the end product may not be used to imply any such endorsement.

20. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.

21. (i) This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida Law. Each of the Parties agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(ii) Each of the Parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in Second Judicial Circuit, in and for Leon County, Florida. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

22. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

23. Each of the Parties acknowledges that it has consulted with its own counsel as to the meaning, effect and interpretation of this Agreement and has not relied on any promises, representations or warranties howsoever expressed or implied not contained in this Agreement.

24. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.

25. Contractor shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency.

26. Pursuant to its contract with DEO, EFI requires Contractor to report on the use of minority and service-disabled veteran business enterprises. This report will be in a form provided by EFI and must be submitted with the final payment request.

27. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to EFI to determine whether patent protection will be sought in the name of the State of Florida. Additionally, in the event that any books, manuals, films, or other copyrightable materials are produced, the Contractor shall notify EFI.

28. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS:

a. Contractor shall keep and maintain public records required by EFI to perform Contractor's responsibilities hereunder.

b. Contractor shall, upon request from EFI's custodian of public records, provide EFI with a copy of the requested records or allow the records to be inspected or copied by the public records requestor within a reasonable time per the cost structure provided in chapter 119, F.S., or as otherwise provided by law.

c. Contractor shall ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

d. Upon completion of the contract, Contractor shall transfer, at no cost to EFI, all public records in possession of Contractor or keep and maintain public records required by EFI to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to EFI, upon request from the EFI's custodian of public records, in a format that is compatible with the information technology systems of EFI.

e. Pursuant to section 288.901(1)(b), Florida Statutes, Contractor acknowledges that the Legislature has determined it is in the public interest and reflects the state's public policy that EFI operate in the most open and accessible manner consistent with its public purposes. To this end, EFI and its divisions, boards, and advisory councils, or similar entities created or managed by EFI, are subject to the provisions of chapter 119 relating to public records and those provisions of chapter 286 relating to public meetings and records.

f. If EFI does not possess a record requested through a public records request and the record is one that is in Contractor's possession, EFI shall immediately notify Contractor of the request, and Contractor must provide the records to EFI or allow the records to be inspected or copied within a reasonable time.

g. If Contractor provides records to EFI that contain "proprietary confidential business information" as defined in section 288.075, Florida Statutes, or "trade secrets" as defined in section 688.002, Florida Statutes, such information should be clearly marked as such and a redacted version of such record should also be provided to EFI. In the event that EFI asserts such exemption in response to a public records request based on Contractor's assertion, Contractor agrees to indemnify EFI, with EFI's choice of legal counsel, in any challenge to such assertion.

h. Contractor acknowledges that EFI may unilaterally cancel this Agreement if Contractor refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with the Agreement, unless the records are exempt from section 24(a) of Art. I of the Florida Constitution and section 119.07(1), Florida Statutes. If Contractor fails to provide public records to EFI within a reasonable time it may be subject to penalties under section 119.10, Florida Statutes.

i. In the event of a conflict between any provision within this Agreement and the provisions of Florida's public records and sunshine laws contained within Article I, Section 24 of the Florida Constitution, Chapter 119, Florida Statutes, section 286.011, Florida Statutes, and including all applicable exemptions therefrom, the provisions of Florida law shall prevail. Further, EFI shall not be liable to Contractor for any

disclosures that EFI deems required under Florida law, and the necessity of such disclosure shall be at EFI's sole discretion determined in conjunction with its legal counsel.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by phone at: 850-298-6620, by email at: bmimbs@enterprise florida.com, or by mail at: Enterprise Florida, Inc., Public Records Coordinator, 101 North Monroe Street, Suite 1000, Tallahassee, Florida.