

BOARD MEETING DATE: 8/19/2025

ITEM NO: VII-a

RECOMMEND THAT the agreement between the following agencies and North Florida College be approved:

CastleBranch Service Agreement

NOTE: This agreement has been reviewed by the attorney.

THIS RECOMMENDATION will ensure that the Nursing and Allied Health Department of North Florida College will have adequate clinical locations to provide clinical experience to students as required.

**CASTLEBRANCH
UNIFIED MASTER SERVICES AGREEMENT**

This Unified Master Services Agreement ("**Agreement**") is dated _____, 2025 ("**Effective Date**") and is entered into by and between: North Florida College ("**Client**"), with a notice address of 325 NW Turner Davis Dr, Madison, FL 32340; Attn: Tara Mesnard, and **DISA Global Solutions, Inc., d/b/a CastleBranch** ("**Vendor**"), with a notice address of 1844 Sir Tyler Drive, Suite 200, Wilmington, North Carolina 28405; Attn: Legal. Client desires to engage Vendor to provide Services (defined below) as Client and Vendor may agree from time to time. Client and Vendor have agreed to the terms and conditions upon which Vendor will provide the Services; and Client and Vendor desire to memorialize the same in writing. In consideration of the forgoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Vendor agree as follows:

1. Definitions: As used in this Agreement, the following terms shall have the meanings ascribed to them below:

- 1.1. "**Account**" means the individual registration and account of Client, and each User for access to the Services.
- 1.2. "**Aggregate Data**" means any information or data obtained or accessible by Vendor, as a result of individuals creating Accounts or accessing or using the Services or Vendor's website, software, products, or services, that has been depersonalized and anonymized by removal of all Personal Information and other information that could be used to identify the Client or a specific individual.
- 1.3. "**Agreement**" means this Agreement, any Service Orders, and any addenda or exhibits, that may be attached hereto, which shall be specifically incorporated herein, as may be renewed, modified, or amended.
- 1.4. "**Affiliated Unit**" means (a) if Client is an educational institution (or program, department, or school therein), a health care facility that is affiliated with or a party to a contract with Client that permits Client to place or schedule Client's students with the health care facility for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements; and (b) if Client is a health care system or health care facility, a program, department, or school at an educational institution that is affiliated with or a party to a contract with Client that permits the program, department or school to place or schedule its students with Client for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements.
- 1.5. "**Authorized User**" means a Client employee who is authorized by Client to access and use the Services.
- 1.6. "**Data Breach**" means a breach of security leading to the unauthorized or accidental acquisition, theft, loss, disclosure, or access of or to Personal Information, relative to this Agreement, from Vendor or Vendor's network or system, or Client or Client's network or system, as applicable.
- 1.7. "**Data Protection Law**" means all applicable legislation relating to data protection and privacy including, without limitation, the EU Data Protection Directive 95/46/EC and all local laws and regulations which amend or replace any of them, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), together with any national implementing laws in any member state of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time. The terms "process," "processes," and "processed" will be construed accordingly.
- 1.8. "**Documentation**" means any technical, product, service, or other business information, manuals, "help" files, instructions, descriptions, or specifications provided or made available by Vendor and applicable to the Services or any Vendor network, platform, or software. "Documentation" in the context of this Agreement does not include all information or records, but rather manuals and documents specifically relating to the software/system/platform's functionality, components, features, or requirements.
- 1.9. "**Faculty User**" means each faculty member of Client who is, may be, or will be considered for employment, placement, privileges, or access for student instructional/educational purposes with Client or Client's Affiliated Unit.

- 1.10. **"Fees"** means the fees for the Service(s) payable to Vendor under this Agreement and any Service Order.
- 1.11. **"Individual User"** means (a) each student who is or may be placed with Client or Client's Affiliated Unit (as applicable) for clinical, residency, experientials, or other education or degree requirements; or (b) any of Client's students, employees, volunteers, contractors, applicants, or other individuals to whom Services will be provided at the direction of Client.
- 1.12. **"IP"** means all networks, websites, systems, platforms, products, services, solutions, and software, and all interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, modules, data that is compiled, accessed, obtained, created, or received by Vendor in connection with use of the Services (provided such data is not Client or a User's Confidential Information), and other intellectual property, proprietary property, and trade secrets used or incorporated in, part of, made available to Client or its individual users in connection with using, procuring, or accessing, the Services.
- 1.13. **"IP Rights"** means any and all intellectual property rights, including, but not limited to, copyrights, trademarks, service marks, and patents, regardless of whether registered, unregistered, capable of registration, or incapable of registration, as well as know-how and trade secrets, contained in, related to, part of, or arising from the IP.
- 1.14. **"Natural Person"** means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.15. **"Personal Information"** means all information that can be used to identify a Natural Person or can be used with other sources to identify a Natural Person including, but not limited to (i) the user name or email address of a User, in combination with a password or other log-in credential that would permit access to the individual's Account, (ii) a User's first name or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: the full social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or biometric data.
- 1.16. **"Protected Health Information"** mirrors the definition of the same term under 45 C.F.R. 160.103.
- 1.17. **"Required by Law"** means all applicable international, federal, state, or local laws or regulations governing use of the Services, including but not limited to, Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Data Protection Laws, and "Ban the Box" laws.
- 1.18. **"Services"** means the Vendor services requested and ordered by Client under one or more completed Service Orders, as hosted and made accessible to Client by Vendor.
- 1.19. **"Service Order"** means an order for Services and the relevant terms required by Vendor to supply such Services. All Service Orders shall be deemed a part of and included in the term "Agreement." Notwithstanding the above, any irreconcilable conflict between this Agreement and a Service Order shall be controlled by the Service Order, but only for the Services covered by such Service Order.
- 1.20. **"Subscription Term"** means the duration of Client's subscription to access and use the Service(s) subscribed to by Client, as set forth in the applicable Service Order, as may be renewed or otherwise modified by mutual written agreement of Client and Vendor.
- 1.21. **"Third Party Fees"** means the fees charged to Vendor by any vendor, furnisher, provider, record repository, or governmental agency or department in connection with the Services, such as, but not limited to, fees to access a data or information source.

1.22. **"User"** means any one or more, as the context requires or permits, of the following: Authorized User, Faculty User, and Individual User.

2. **Services/Right to Access and Use:** Vendor will provide Client the Services as set forth in this Agreement and the applicable Service Order. Client represents to Vendor that all Authorized Users are employees or agents of Client who have a legitimate business need to access and use the Services, and to view, copy, and access results, reports, documents, and information about the individuals on or through the Services. Client shall promptly notify Vendor if an Authorized User no longer is employed by Client or is no longer authorized to access or use the Services. Client and each Authorized User shall comply with all applicable laws, rules, and regulations. Client is responsible for any access to or use of the Services through Client's Account(s). In no event shall Client or any Authorized User input, upload, transmit, publish, or disclose, or permit, authorize, cause, require, or request any other individual, entity, or organization to input, upload, transmit, publish, or disclose, on, to, or through the Services any Protected Health Information. Client agrees that it shall not, and it shall instruct each of its Authorized Users to not, (a) disclose or provide to any third party any username, password, or other log-in credential to the Services; or (b) permit, authorize, or enable any third party not specifically authorized in writing by Vendor to access or use the Services. In the event that any password, username, or other log-in credential of Client or any Authorized User is compromised, accessed, obtained, or disclosed to or by any unauthorized person, entity, Client shall immediately notify Vendor. User's access to or use of the Services is subject to Vendor's website terms and conditions of use and privacy policy, which can be found at <https://discover.castlebranch.com/terms-and-conditions/>, and <https://discover.castlebranch.com/privacy-policy/>, respectively, and are subject to change.

3. **Data Collection; Confidentiality and Information Security:**

3.1. Where Vendor processes any Personal Information on behalf of Authorized Users, Vendor shall process such Personal Information in accordance with all applicable laws. Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information collected or maintained as a result of the Services. In the event either Vendor or Client suffers or experiences a Data Breach, the Vendor or Client, as applicable, shall notify the other party in writing as soon as reasonably practicable, but in no event later than three (3) business days, or earlier if required by law, following the party's knowledge of the Data Breach, and shall take commercially reasonable actions to contain and investigate the Data Breach. The notification shall identify, to the extent such information is available (and if permitted by law): (a) the nature of the Data Breach; (b) the Personal Information accessed; (c) the person(s) who accessed the Personal Information; (d) any steps taken by the party to contain the Data Breach; and (e) any corrective action the party has taken or will take to prevent future unauthorized access. The party that suffered or experienced the Data Breach shall provide notice to affected individuals and to applicable governmental agencies if Required by Law.

3.2. If Vendor processes any Personal Information on behalf of Client that is subject to GDPR, Vendor and Client each agree and acknowledge that the Client shall be the data controller and Vendor shall be the data processor (as those terms are defined in GDPR) with respect to the processing of such Personal Information. Vendor shall only process such Personal Information upon the reasonable instructions of the Client for purposes notified to it by the Client for which consent from the relevant data subjects has been obtained. To the extent a User is covered by GDPR, then Vendor will (a) only collect, process and transfer those categories of Personal Information that it may legitimately process in accordance with this Agreement and/or the Client's written instructions or as permitted by consent from the User; (b) notify the Client promptly of any communication received from a Client User to Vendor relating to subject access rights; and (c) take reasonable measures to keep such Personal Information secure and confidential. To the extent applicable, the right to store and/or use Personal Information is subject to the Right of Erasure as reflected in GDPR and any other applicable Data Protection Law.

3.3. Vendor utilizes multiple third-party Processors (or "Sub-processors" as that term is defined in GDPR), strictly as necessary, to perform the services under this Agreement. Vendor imposes, in writing, the same data privacy, confidentiality, and security requirements on its Sub-Processors to which Vendor and Client are subject under this Agreement. To the extent Required by Law, Vendor will provide to Client, upon request, a list detailing the then current Sub-Processors to which Vendor discloses or allows access to Personal Information under this Agreement. Should Client refuse consent to Vendor's use of a particular Sub-Processor(s), to the extent consent is required by law, and upon notice to Vendor, Client shall have the option of terminating this Agreement without penalty or liability.

3.4. Each party may be given access to Confidential Information of the other party under or in connection with this Agreement. **"Confidential Information"** means any proprietary or non-public information compiled, accessed,

or received by one party (the "**receiving party**") from or on behalf of the other party (the "**disclosing party**") under this Agreement, however manifested or communicated, including, without limitation, methods, processes, technical documentation, know-how, trade secrets, plans, pricing lists, strategies, research and development, analyses, business plans, techniques, software, formulations, data, employee information, Documentation, consumer reports, investigative consumer reports, or other proprietary or non-public information. Notwithstanding the foregoing, "Confidential Information" will not include any information that (a) is or becomes a part of the public domain other than through the act or omission of the receiving party, (b) is lawfully in the possession of the receiving party prior to it being provided by the disclosing party; (c) is lawfully disclosed to the receiving party by a third party that does not have an obligation of confidentiality to the disclosing party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party agrees that it will not use or disclose the Confidential Information except as provided in this Agreement. The receiving party may disclose Confidential Information to its and its affiliates' and subsidiaries' employees, officers, directors, agents, contractors, and representatives, including, without limitation, legal counsel (collectively "**Representatives**") who have a need to know the information and are bound by an enforceable contractual or ethical duty of confidentiality to the receiving party.

3.5. Nothing contained in this Agreement shall prohibit the receiving party from disclosing Confidential Information as Required by Law or pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency having jurisdiction over the receiving party or the disclosing party; provided, however, that prior to any such disclosure, the receiving party shall (a) give written notice to the disclosing party (unless prohibited by law) as soon as reasonably practicable and reasonably cooperate in any action by the disclosing party to challenge the disclosure of the Confidential Information; and (b) limit the scope of disclosure of Confidential Information to that which is legally required.

3.6. Client agrees that, notwithstanding anything in this Agreement to the contrary, Vendor may, subject to all restrictions and consent requirements Required by Law, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services, including, without limitation, Confidential Information, without crediting or compensating Client or any other person or entity, as follows: (a) to perform, provide, or make available the Services or as permitted or required by this Agreement; (b) as Required by Law; (c) for legal, accounting, regulatory, and data analysis purposes of Vendor and its successors and assigns, including, without limitation, (i) to respond to disputes by Client or any individual regarding any alleged incompleteness or inaccuracy in any consumer report or investigative consumer report; (ii) to provide copies of an individual's file to the applicable individual upon request; (iii) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (iv) to respond to court, regulatory agency, or other subpoenas or orders; or (v) to respond to inquiries or requests for information from Client or the individual with respect to whom the information relates; (d) as instructed, agreed, consented to, or authorized by Client; (e) as instructed, agreed, consented to, or authorized by the individual with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their personal identifying information; (f) to the purchaser of or successor to all or substantially all of the assets or business of Vendor; or (g) to send to Client or the individual with respect to whom the information relates updates, notices, marketing announcements, and information regarding Vendor or the Services, including but not limited to, important updates and notices regarding maintenance or downtime. Vendor agrees to abide by any applicable limitations on re-disclosure of personally identifiable information from education records set forth in FERPA.

3.7. Notwithstanding anything contained in this Agreement to the contrary, Vendor may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, or process Aggregate Data, without restriction and without crediting or compensating Client or any other person or entity.

4. **Termination:** Unless earlier terminated as provided for herein, this Agreement will remain in effect until the expiration or termination of all obligations under any Service Order. This Agreement may be terminated as follows: (a) by either party for convenience by providing thirty (30) days written notice; (b) by either party if the other party breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after delivery of notice to the breaching party, which must specify the details of the breach and indicate the party's intent to terminate this Agreement if the breach is not timely cured; or (c) by either party immediately and without further notice in the event that any voluntary or involuntary bankruptcy, insolvency, receivership, or other similar proceeding is commenced by

or against the other party, or the other party becomes insolvent, or makes an assignment for the benefit of creditors, or dissolves or liquidates, or terminates its existence.

5. FCRA Consumer Reports Certifications / Conditions Precedent to Provisions of Services:

5.1 Client acknowledges that some or all of the products or services being procured or accessed under this Agreement may constitute or contain "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in FCRA or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain consumer reports or other information from Vendor for resale or unauthorized transfer to any other individual, entity, association, or organization unless specifically authorized by Vendor or the consumer with respect to whom the consumer report relates. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with this Agreement, the products, or services, are current only as of the date provided on the report or information. All "medical information", as defined under FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under this Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that are provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.

5.2 Client acknowledges that Vendor (a) is not a law firm; (b) is not providing legal advice to Client; (c) does not guarantee or warrant Client's compliance with applicable laws regarding Client's use of the Services, and that it is Client's responsibility to consult with its own legal counsel. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, and sample pre-adverse and adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein.

5.3 If applicable, Client agrees to abide by all "Ban the Box" laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information).

5.4 Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely (a) at the written request of the consumer with respect to whom the consumer report relates; (b) for the purposes of a legitimate business need for the information in connection with a business transaction that is initiated by the consumer with respect to whom the consumer report relates; or (c) for employment purposes, which may include for the consumer's participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client's facility or a clinical program, which may be deemed "employment purposes" under FCRA, and for no other purposes. Client shall confirm the permissible purpose at the time of each order.

5.5 With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (a) no information from any consumer report will be used in violation of, and Client will comply with, any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (b) Client has made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that complies with federal law (and has provided any other disclosures required by state or local law); and (c) the individual with respect to whom the consumer report is being procured authorized in writing the procurement of the consumer report by Client (including, if applicable, the procurement of immunization records

or other medical information for use in employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility). Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.

5.6 Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client certifies to Vendor that it shall provide to the consumer: (a) a copy of the report; (b) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act;" and (c) any and all documents or notices required under state or local law. After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client hereby certifies to Vendor that it shall issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in the FCRA. If required by law, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record.

5.7 Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). Client shall provide to Vendor copies of all requested disclosures and authorizations as required by FCRA. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of FCRA to applicable consumers.

5.8 If Client requests an investigative consumer report, Client certifies that it has provided a disclosure that: (a) an investigative consumer report (including information as to the consumer's character, general reputation, personal characteristics, and mode of living, whichever are applicable) may be obtained by Client for employment purposes; (b) if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual's compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (c) the consumer has a right to, within a reasonable period of time after receipt of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (d) information about whether an investigative consumer report has been requested; (e) written disclosure of the nature and scope of the investigation requested; and (f) Vendor's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5.9 Client certifies and acknowledges it has received and reviewed the following required notices and rules:

- (a) Notice to Users of Consumer Reports: Obligations of Users under the FCRA
<https://www.castlebranch.com/documents/obligations-of-users.pdf>
- (b) Summary of Your Rights Under the FCRA
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
- (c) Remediating the Effects of Identity Theft
<https://www.castlebranch.com/documents/remediating-the-effects-of-identity-theft.pdf>
- (d) Disposal of Consumer Report Information and Records
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>

5.10 **ICRA & CCRAA:** Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California and/or obtained or requested by Client if located in the State of California (collectively referred to in this subsection 5.10. as "**investigative consumer reports**"), Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. ("**ICRA**"), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) ("**CCRAA**"), Client will do the following: (A) Request and use investigative consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12. (B) When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative consumer report may be obtained; (ii) the permissible purpose of the investigative consumer report; (iii) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, telephone number, and website of Vendor; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22. (C) When, at any time, investigative consumer reports are sought

for employment purposes other than suspicion of wrongdoing or misconduct by the consumer, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the same. (D) Provide the consumer a written form with a box to check indicating whether the consumer wishes to receive a copy of any prepared investigative consumer reports relating to consumer. If the consumer wishes to receive a copy of the same, Client shall send a copy of the investigative consumer report to the consumer within three (3) business days of the date that the same is provided to Client. The copy of the investigative consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her. (E) Comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCAA.

6. Fees/Payment:

6.1 Client, or if applicable, User or other person or entity designated in any applicable Service Order as the Responsible Party for payment of Fees (collectively the “**Responsible Party**”) shall pay to Vendor the Fees and all other fees and amounts required under this Agreement; provided, however, if the Responsible Party is an individual (for example, an Individual User), the Fees are due and payable by the Responsible Party prior to any Services being provided. All Fees and other fees and amounts are non-cancelable and the sums paid nonrefundable. Client represents and warrants that Client is permitted under applicable law to require or designate any Responsible Party as such to be responsible for and pay the Fees and other fees and amounts. Notwithstanding anything provided in this Agreement or any Service Order to the contrary, in the event of any increase in Third Party Fees, if applicable, Vendor may adjust the Fees for the affected Services, upon not less than fifteen (15) days' prior written notice to Client (which written notice may be provided by Vendor to Client via email or other means), by the amount of such increase.

6.2 If Client is responsible for payment of any Fees, Vendor will transmit to Client a written invoice for all Fees due hereunder, to the address provided in the applicable Service Order for invoicing. Client shall, unless reasonably disputed, pay to Vendor all Fees and other fees and amounts listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount.

6.3 The Responsible Party will be responsible for payment of all taxes, duties, tariffs, and similar fees, assessments, or obligations related to this Agreement, except for taxes based on Vendor's net income, capital gains, or employee withholdings. In the event Client is exempt under applicable law from the payment of any applicable taxes, Client must deliver to Vendor a copy of Client's current and valid tax-exemption certificate or other evidence satisfactory to Vendor of Client's exemption.

7. Representations and Warranties:

7.1 Client represents and warrants to Vendor that Client has the full right, power, and authority, and has taken all corporate, board, company, or other required actions necessary, to enter into, execute, and perform its obligations under this Agreement.

7.2 Vendor represents and warrants to Client that Vendor is the owner of the Services, or the recipient of a valid right or license thereto, that the Services (when used by Client within the scope of, and in accordance with, this Agreement) do not infringe the intellectual property rights of any third-party, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the representation or warranty in this subsection 7.2, Vendor, at its own expense and in its discretion, will take one or more of the following actions: (a) secure for Client the right to continue using the Services to which Client subscribed; (b) replace or modify the Services to make it or them non-infringing; or (c) terminate the infringing Services or features, functions, tools, or components of the Service(s), or this Agreement, and refund to Client an equitable pro rata portion of any prepaid fees attributable to such Services or features. In conjunction with Client's right to terminate for breach where applicable and notwithstanding anything to the contrary in this Agreement, the preceding sentence states Vendor's sole obligation and liability, and Client's sole remedy, for breach of the representations and warranties in this subsection 7.2 and for any alleged or actual intellectual property infringement by the Services.

7.3 If Client is to receive any type of consumer report furnished by Vendor, Client agrees that Vendor has the sole right to determine, in its reasonable discretion, what information is reportable or not reportable to Client or others under applicable laws, rules, and regulations, including, but not limited to, FCRA, and all such determinations of Vendor are final and conclusive. Client agrees that Vendor shall not be liable or responsible to Client for any good-faith determination by Vendor to not report or provide information in a consumer report.

7.4 Client understands and agrees that Vendor is not, and will not be deemed to be, making any determination or decisions regarding the suitability or eligibility, or acceptance or rejection, of any individual for any purpose including, without limitation, employment, promotion, reassignment or retention as an employee with or by Client, or admission or placement of the individual at Client or any Affiliated Unit. All decisions and determinations regarding any matter or transaction are made solely by Client.

8. DISCLAIMER OF WARRANTIES: EXCEPT TO THE EXTENT SET FORTH IN SECTION 7 OR AS PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, ACCEPTS THE SERVICES “AS IS” AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, AND VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR ANY WARRANTY REGARDING QUALITY OR PERFORMANCE. EXCEPT AS PROHIBITED BY APPLICABLE LAW, VENDOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET OR DATA LOSS, NOR DOES VENDOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, NOR DOES VENDOR REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING, VIRUSES, UNAUTHORIZED INTRUSION, OR PRIVATE AND SECURE. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THE AGREEMENT, AND ALL WARRANTIES THEREIN HEREBY ARE DISCLAIMED.

9. LIMITATION OF LIABILITY AND DAMAGES:

9.1 EXCEPT AS PROHIBITED BY APPLICABLE LAW OR FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO VENDOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACT(S) OR OMISSION(S) GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS BE LIABLE OR RESPONSIBLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER FORM OF LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, EXCEPT FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF OPPORTUNITY, DAMAGES DUE TO INTERRUPTION OR COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF, USE OF, ACCESS TO, OR INABILITY TO USE, THE SERVICES.

9.2 If applicable law limits the application of the provisions of this Section 9, Vendor’s liability will be limited to the maximum extent permissible under applicable law. For the avoidance of doubt, Vendor’s liability limits and other rights set forth in this Section 9 apply likewise to Vendor’s affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, members, managers, consultants, and other representatives.

9.3 Vendor may at any time delete, terminate, remove, or modify any of the Services, in whole or in part, including, without limitation, any aspect, component, tool, feature, or function of the Services (each, a “Modification”). If any such Modification materially and substantially diminishes the functionality of the Services, based on a standard of objective reasonableness, Client may, within thirty (30) days after Modification, cancel its

subscription for the affected Service(s) and receive a pro-rata refund of any pre-paid portion of the Fees. Vendor may at any time provide programming fixes, updates, and new versions to the Services that do not materially and substantially diminish the functionality of the Service(s). Vendor does not accept and hereby disclaims any liability in relation to, and Client agrees that Vendor shall not be liable or responsible for, any direct or indirect damages caused by the release or the absence of release of fixes, updates, or new versions of the Services or the modification, deletion, termination, removal, or addition of any of or to the Services.

10. Indemnification: Solely to the extent of Vendor's available insurance coverage, Vendor agrees to defend, indemnify, and hold harmless Client and its employees, directors, officers, representatives, and agents (but only in the employees', directors', officers', and agents' official capacities with Client, not in their capacities as consumers or individuals) from and against any third-party claim, action, suit, or demand, and any damages, losses, settlements, judgment, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising thereunder (collectively, "**Third-Party Claims**") to the extent caused by any Data Breach experienced or suffered by Vendor that was caused by the negligence of Vendor or any employee of Vendor. Client shall: (a) promptly notify Vendor in writing of each Third-Party Claim; (b) give Vendor control over the defense and settlement of such Third-Party Claim, provided that Vendor consults with Client prior to any such settlement and that any such settlement contains the release of Client and its employees, directors, officers, agents, and representatives. Vendor shall not enter into any settlement arrangement that includes (c) any admission of guilt or liability by Client or any of its employees, directors, officers, representatives, or agents, or (d) any obligation, restriction, limitation, or prohibition on Client without the prior written consent of Client. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Client's right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Vendor.

11. IP Rights: Client (a) recognizes that IP are protected by copyright and other laws; (b) acknowledges and agrees that all right, title, and interest in and to any and all IP and IP Rights are and shall remain the exclusive property of Vendor or its licensors; and (c) acknowledges and agrees that all right, title, and interest in and to any third party content that may be accessed through use of the IP or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing in this Agreement assigns or otherwise transfers any IP Rights to, or vests any IP Rights in, Client. Client shall not take any action to jeopardize, limit, or interfere with IP Rights. Client agrees not to remove, obscure, make illegible, or alter any notices or indications of the IP Rights, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, data mining, decompiling, disassembling, or hacking of the Services, any website, software, intellectual property, platform, solution, product, service, network, code, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through any Service.

12. Miscellaneous:

12.1 Notices. Unless otherwise expressly provided herein, any legal notice required or given under this Agreement shall be in writing and shall be effective for any purpose (a) upon receipt; or (b) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing.

12.2 Assignment. Vendor may assign this Agreement, or any of its rights or obligations under this Agreement, without prior consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of Vendor's assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise).

12.3 No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and only a signed written waiver shall be effective.

12.4 Severability/Survival. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby, and each other term, clause, or provision of this Agreement and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law. The provisions of Sections 6 (until all Fees have been paid to Vendor in full) 3, 5, 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

12.5 Modifications and Final Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

12.6 Form of Signature. This parties agree that copies of signatures transmitted via electronic mail or facsimile, as well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law. Any document related to and including this Agreement, including Service Orders and other documents, may be executed via electronic signature, and the parties hereby waive any objection to the contrary

12.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement.

12.8 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, public health emergencies, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Each of the Client and Vendor, intending to be legally bound, has caused this Agreement to be executed by their respective authorized representatives as of the Effective Date. The individuals executing this document have been given authority by their respective entities to bind said entities hereto.

**DISA Global Solutions, Inc., d/b/a
CastleBranch**

North Florida College

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date