



MSA Date: February 21, 2025

Master Services Agreement

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Central Florida Regional Workforce Development (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended. To comply with CFR Part 200 (Uniform Guidance), CLA **will not travel** to your office, as it would required you to reimburse CLA for all out-

of-pocket expenditures.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall cause your account with CLA to go on "Hold" status, preventing CLA from being able to provide services to you until payment for unpaid balance is collected.

5. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

6. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees

actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

7. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

8. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our

affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Notwithstanding any provision in this Agreement to the contrary, CareerSource Central Florida is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. As a publicly funded entity, CareerSource cannot agree to confidentiality provisions that conflict with its obligations under state or federal transparency laws. Accordingly, CLA acknowledges and agrees that any records related to this Agreement, including all documents, papers, letters, or other materials made or received by CLA in connection with the services provided under this Agreement, may be subject to public disclosure unless otherwise exempt under applicable law. CLA shall comply with any public records request received by CareerSource, and, upon request, shall provide all non-exempt public records related to this Agreement at no additional cost. If CLA fails to comply with any public records request, CareerSource reserves the right to unilaterally terminate this Agreement without penalty.

9. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

10. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

11. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

12. Termination of MSA

This MSA shall continue for five years from February 21, 2025, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

13. Agreement

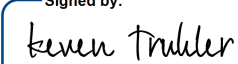
We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Response:

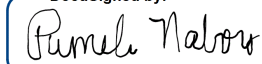
This MSA correctly sets forth the understanding of Central Florida Regional Workforce Development.

CLA
CLA

Signed by:
SIGN: 
9747BBB110F949B...
Keven Truhler, CPA, Principal

DATE: 3/14/2025

Client
Central Florida Regional Workforce Development

DocuSigned by:
SIGN: 
C43C0933F33D41A...
Leo Alvarez, CFO Pamela Nabors
President/CEO

DATE: 3/14/2025



Statement of Work - Intacct - Consulting

This constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Central Florida Regional Workforce Development (“Client,” “you” and “your”) dated February 21, 2025. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement. By signing this SOW, Central Florida Regional Workforce Development (“Client” or “You”) has retained CliftonLarsonAllen (CLA) to proceed with the requested services, and agrees to the terms and conditions as set forth in this SOW:

The proposed consulting project (“Project”) will involve CLA working on a part time basis with Client for the services outlined below. The Project will start upon receiving this signed SOW with a go live to be mutually agreed upon by CLA and Client. You will work closely with CLA, augment the Services, and perform specific steps in the Project plan to keep costs low. The Project go-live date will be reconfirmed prior to starting the Project. CLA will perform the following Sage Intacct related consulting services for Central Florida Regional Workforce Development:

Custom SIG Application consulting / support - Up to 15 hours per month, unless otherwise agreed upon by both CLA and client in writing.

Assumptions

- The CLA consultants will work remotely from CLA offices to complete work for this engagement.
- At the request of Client, CLA will provide status reports to include a summary of activity, total hours available, total hours used, and total hours remaining.

Responsibilities

- CLA will designate a single point of contact to serve as the CLA Project Leader, and to be Client's primary contact with CLA. The CLA Project Leader and Lead Consultant will be responsible for the overall project delivery including:
 - Management of scope
 - Planning, Scheduling, and Project Controls
 - Complete Intacct's activities as specified in this Statement of Work

Client

- Client will assign a project resource or team (if needed) that will remain intact for the length of the project. The project resource or team should include Subject Matter Experts (SMEs) that will contribute to analysis, design, and solution validation. If a project team is required, the team should include a single point of contact that will function as Client's Project Coordinator and be CLA's primary contact with Client. Client's Project Coordinator will have full authority to act on behalf of Client with respect to:
 - Decision and signatory authority (or involve appropriate Client parties)
 - Complete Client's activities as specified in this Statement of Work including managing Client's deliverables for the project and reviewing, accepting, and approving project deliverables
 - Authorizing payments
 - Interfacing with CLA to ensure there is an efficient exchange of Information and that important and timely decisions are made
 - Provide remote access to all software and hardware systems for the project including remote access to Intacct with appropriate privileges.

Change Control

Any changes to this Statement of Work must be mutually agreed in writing and signed by the Client. No verbal agreement between persons involved in the Project will be binding on either CLA or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and price will be incorporated as a modification to this Statement of Work.

The generic approval process for change requests is as follows:

- A requirement for change is identified and documented
- The requested change is reviewed and agreed to by the appropriate parties
- An amendment or Change Request to the Statement of Work is composed, negotiated and mutually agreed and signed by Client.
- The amendment is incorporated into the Statement of Work and implemented

For services to be provided by CLA that are not covered by this SOW or related change orders, CLA will require a separate statement of work be signed by both the Client and either a CLA Principal or Signing Director, both of whom are designated as the authorized representative for CLA.

Timing

Personnel will be assigned to your project upon our receipt of a fully executed copy of this agreement. Services will be scheduled to begin at a mutually convenient time for both you and your CLA team. Should a

delay in timing be requested once services are scheduled, the project may be reassigned to another available team member and you will be notified in advance.

The terms of this Statement of Work will expire if the agreement is not executed within 45 days of the Statement of Work date.

Pricing Summary

The effort defined in this Statement of Work will be performed and billed on a Time and Material basis.

Estimated Time and Material Cost (See "Scope of Work" section for details):

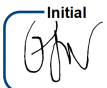
Professional Services	Estimated Hours	Estimated Fees
Intacct Consulting on SIG Application	up to 15 hours per month	Up to \$3,750 per month
Total Estimated Cost	Up to 15 hours per month	Up to \$3,750 per month

*This estimate is based on an engagement extending through 7/31/2025, unless both parties agree to other terms of service. Extending the timeline beyond this estimate may result in a change order and additional costs.

All additional time for this engagement will be billed on an hourly basis at the Advisory Services rate (\$250/hr). Out-of-pocket costs will be billed as incurred.

Notes on CLA Fees

Our invoices for consulting fees, plus applicable state and local taxes, will be rendered monthly and are payable on presentation. Fees and reimbursements will be due and payable following the receipt of an invoice from CLA. Compensation for services is due upon receipt. CLA has the right to immediately terminate our services if payment for our fees or expenses are not made to us in a timely manner. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable. Whereas travel is not anticipated, if required, we will notify you and bill any travel related expenses as well as internal and administrative charges. A technology and client support fee of five percent (5%) will be added to all professional fees billed.

Initial


Normal work hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays. Travel time and expenses (if any) are not included in this services estimate. CLA will **not** be allowed to travel to your offices due to 2 CFR Part 200 (Uniform Guidance) cost principals for allowable expenses.

Unless otherwise stated, some or all of the services and deliverables defined in this SOW may be performed by CLA Personnel or a certified Sage Intacct implementation partner, acting as subcontractors to CLA hereunder and CLA remains fully and primarily responsible and liable for proper, complete performance of its obligations, to the extent any such Sage Intacct implementation partner fails to do so.

Management responsibilities

CLA will remain independent throughout the engagement. For all consulting and professional services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Executive Sponsor Role

The Client's Chief Executive Officer (CEO), Chief Financial Officer (CFO) or Authorized Management Representative will be responsible for making and approving decisions on behalf of the Client.

CEO, CFO (or equivalent) Name: Leo Alvarez

Name of Authorized Management Representative: Kristi Vilardi

Cash Access

Client hereby acknowledges that CLA may inherently have, through administrative system rights, access to the client's Cash Management module and configured cash accounts within various modules during the implementation phase and subsequent post-go-live support phases. CLA will not make any changes to accounts or process any cash related transactions. Client acknowledges oversight responsibility over all its cash accounts, and should put in place procedures that would mitigate the risk of any potential fraudulent activities. Such procedures may include approval workflows for cash related activities, timely review of bank statements, and review of Intacct's built-in audit logs.

Logo Usage

Upon receiving proper written consent, you grant us the right to use your name and other indicia, such as logo or trademark in our list of current or former clients in promotional materials and on our websites. Any other announcement, statement, press release, or other publicity or marketing materials relating to your use of CLA services will be subject to your consent. It is required to receive prior written consent before any use of your name, logo, or branding in CLA's marketing materials


Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our services. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of the agreement, including the terms and the parties' respective responsibilities.

Sincerely,

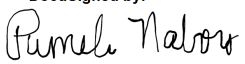
CliftonLarsonAllen LLP

CLA

Signed by:

9747BBB110F949B...
Keven Truhler
Principal
3/14/2025

Client

Central Florida Regional Workforce Development

DocuSigned by:

C44C0933F33D41A...
Pamela Nabors
SIGN: _____
Leo Alvarez, CFO
President/CEO
DATE: 3/14/2025



Statement of Work - Intacct - Sage Intacct Subscription & Support

This constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Central Florida Regional Workforce Development (“Client,” “you” and “your”) dated February 21, 2025. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement. By signing this SOW, Central Florida Regional Workforce Development (“Client” or “You”) has retained CliftonLarsonAllen (CLA) to proceed with the requested services, and agrees to the terms and conditions as set forth in this SOW:

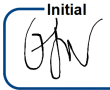
1. **Services.** Client has retained CliftonLarsonAllen to perform ad hoc support, consulting, and training services for your existing Sage Intacct accounting system.

This SOW is not intended to replace a more comprehensive or involved project. A separate Statement of Work may be requested by either party to clarify and define scope.

2. **Support and Hourly Fees.** Sage Intacct ad hoc support and consulting are available at the rates described in Exhibit A herein. CLA receives a percentage of the annual subscription fees to provide Tier 1 Support (as defined in Exhibit A) for Sage Intacct Services.
3. **Retainers.** Services rendered beyond the Plan allowance will be billed at the full hourly rate with payment due upon receipt. Hours are billed in 15 (fifteen) minute increments. Payments rendered are considered fully earned and nonrefundable or prorated. All CLA Client Success Plans expire at the end of the Sage Intacct subscription period.
4. **Additional Work.** Our fees for these services will be based on the time involved and the degree of responsibility and skills required. Client understands additional work beyond the SOW must be negotiated separately and will require a separate SOW.
5. **Office Hours & Communication.** Office hours for CLA Support are Monday through Friday 8:30 AM to 5:30 PM (Eastern Time). Email is the form of communication between Client and CLA Support for all Support transactions. If telephone support is requested for Clients that select CLA Support, that time is billed in 15 (fifteen) minute increments. CLA Support is available for phone calls during office hours only. Telephone meetings expected to last longer than 15-minutes should be prescheduled whenever possible. CLA invoices Client for all missed meetings or cancellations when

sufficient notice is not given.

6. **Terms.** Our invoices for consulting fees, plus applicable state and local taxes, will be rendered monthly and are payable on presentation. Fees and reimbursements will be due and payable following the receipt of an invoice from CLA. Compensation for services is due upon receipt. CLA has the right to immediately terminate our services if payment for our fees or expenses are not made to us in a timely manner. CLA may suspend access to Sage Intacct if the client has not paid their subscription prior to their renewal date or if they have an outstanding invoice past due. If access to Sage Intacct is suspended, it may take up to 5 business days to re-activate client access. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable. Whereas travel is not anticipated, if required, we will notify you and bill any travel related expenses as well as internal and administrative charges. A technology and client support fee of five percent (5%) will be added to all professional fees billed.

Initial


Normal work hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays. Travel time and expenses (if any) are not included in this services estimate. All reasonable and necessary actual expenses are reimbursable.

Management responsibilities

For all consulting and professional services, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Cash access

Client hereby acknowledges that CLA may inherently have, through administrative system rights, access to the client's Cash Management module and configured cash accounts within various modules. CLA will have administrative permissions which inherently include cash access rights. CLA will not make any changes to accounts or process any cash related transactions. Client acknowledges oversight responsibility over all its cash accounts and should put in place procedures that would mitigate the risk of any potentially fraudulent activities. Such procedures may include approval workflows for cash related activities, timely review of bank statements, and review of Intacct's built-in audit logs.

Other

We are performing this SOW as an independent contractor and we are not your employee or agent. This SOW contains the entire agreement and understanding between us and any prior proposals, communications, agreements and negotiations between us are merged into and replaced by this SOW, which may not be modified except in a writing signed by both parties. In the event that any provision of this SOW shall be deemed invalid or unenforceable, then the remainder of this SOW shall remain in force and effect.

Logo Usage

You grant us the right to use your name and other indicia, such as logo or trademark in our list of current or former clients in promotional materials and on our websites. Any other announcement, statement, press release, or other publicity or marketing materials relating to your use of CLA services will be subject to your

consent.

Agreement

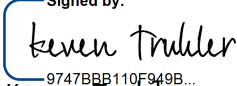
We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our services. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of the agreement, including the terms and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

This SOW correctly sets forth the understanding of Central Florida Regional Workforce Development:

CLA

Signed by:

9747BBB110F949B...
Keven Truhler
Principal
3/14/2025

Client

Central Florida Regional Workforce Development

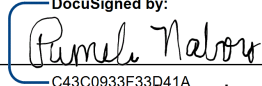
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SIGN: _____
Leo Alvarez, CFO Pamela Nabors
C43C0933F33D41A
President/CEO
DATE: 3/14/2025

Exhibit A

Support Services

- Tier 1 Support (bug support) for Sage Intacct Services: For complex issues identified by Client management or help desk, Tier 1 Support (bug support) for Sage Intacct Services. When delivering Tier 1 Support, CLA will interface with Client to perform various responsibilities, including but not limited to (i) collection of relevant information (including client’s attempted resolution); (ii) problem identification and analysis; (iii) fault isolation and diagnosis; and, (iv) troubleshooting and problem resolution. CLA will work with Client to determine if the issue falls in one of these categories:
 - System malfunction (“Bug”) – If CLA is unable to diagnose and/or resolve a Client issue through Tier 1 support, then CLA shall escalate the issue to the Sage Intacct support center and initiate a Tier 2 support case. Client and CLA will, prior to contacting the Sage Intacct support center, obtain all information necessary to recreate the reported nonconformance, including, but not limited to the following: (i) a complete description and scope of the nonconformance; (ii) time that the nonconformance began; (iii) the Software revision level and any known workarounds (if applicable); (iv) document any attempted resolution. Client will be billed for services time required to resolve the issue.
 - User error – For complex issues identified by Client management or help desk, CLA shall work with client to resolve the error. Services are billed based on Client Support hourly rate.
 - Client Support is not intended to replace user training. User training, re-training or report writing – Services are billed based on Client Support hourly rate.

Urgent Care (not available for CLA Assurance Clients)

- To the extent a request requires urgent attention or is beyond the scope of the support above, as determined by CLA, CLA will notify you that it is an urgent request. If you accept the urgent request (which acceptance may be via email) the mutually agreed upon work will be billed at \$300/hr.
- **Access to the CLA Support Desk:**
 - Email support to intacct@claconnect.com (preferred) or phone support via 703-825-2197;
 - Telephone support that is available 8:30am to 5:30pm Eastern Time;
 - Client Support is billed in 15 minute increments;
- Access to Sage Intacct Customer Portal - Search Sage Intacct's comprehensive knowledgebase for answers to commonly asked questions and use available online tools. Through the portal, your organization can recommend product enhancements directly to Sage Intacct as well as vote on product enhancement requests submitted by others.

(1) Client Success Plan

- In addition to what CLA offers under Client Support, the Client Success Plans include:
 - CLA Success Plan to rate \$190.00/hour
 - **(2) CLA² Plan for Sage Intacct**
 - Plan Agreement & Options Attached

Applies to all plans

- CLA shall work with client to resolve complex errors escalated by the client help desk or management users. client authorizes the following users to request support:

All Management users

Only these users can request support:

oContact 1 name and email address: Kristi Vilardi

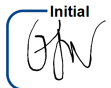
oContact 2 name and email address: Leo Alvarez

- Additional services included at no-charge:
 - Periodic or annual renewal check-in:
 - Confirm module subscriptions
 - Confirm user and entity counts
 - Invitations to CLA Sage Intacct Client events including client user conference events, meet-ups and webinars.

- Additional Service Requests – Our Support and Client Success teams will help route your additional service requests to the appropriate party so they may personalize an engagement for you:
 - Customized training programs for new or transitioning staff
 - Sage Intacct Assessment (SIA)
 - Report writing services, including updating or maintaining account groupings
 - System integrations
 - System customizations
 - Add-on modules

Select Level of Support:

Check here to select **(1) Client Success Plan** at the fixed annual price of **\$2,400/year**

Initial


Check here to select **(2) CLA² Plan for Sage Intacct and select plan option in attached**



Dear Valued Client,

We are pleased to offer our Sage Intacct clients the CLA² Plan to optimize their investment in Sage Intacct. CLA² represents the exponential power of CliftonLarsonAllen (CLA) team members being your Continuous Learning Advisors (CLA) as you continue to adopt, learn, and expand your utilization of Sage Intacct.

Highlights of the three CLA² Plan options are summarized below with more comprehensive definitions in the following pages. The CLA² plan does not replace your Sage Intacct subscription agreement. *(Please note that Sage Transform Conference and Sage Intacct Learning Membership benefits do not apply for clients who obtain their subscription directly from Intacct.)*

Learning Benefits	Platinum	Gold	Silver
Ad Hoc Support Escalations Guaranteed Response Time (Business Hours)	< 2 hours	< 4 hours	< 8 hours
Client Authorized Support Contacts	4	2	1
Regional User Group Meetings	Included	Included	Included
Virtual Meetups	Included	Included	Included
Digital Assessment	Included	25% Discount	5% Discount
New User Ramp-Up and Refresher Training	Up to 6 hours per year	Up to 4 Hours per year	Not Included
Billable Support Services Rate	\$150/hour	\$200/hour	\$225/hour
Project Fee Discounts	10%	5%	0%
Annual Price	\$12,000	\$7,000	\$4,000



The CLA² Plan is cost-effective and adds value to your organization by:

- Increasing new user adoption of Sage Intacct
- Eliminates per-case ad hoc support charges by fixing the annual cost of covered services
- Continues assurance of maximum system efficiency and best practice use

Please let us know if you have any questions regarding our CLA² Plan and thank you for choosing CLA as your trusted Sage Intacct advisor.



CLA² Plan Agreement

CLA offers three different CLA² Plan options:

Platinum	Gold	Silver
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CLA agrees to provide all covered services in this agreement and Client agrees to maintain their Sage Intacct Subscription agreement for the duration of this agreement, the cost of which is not included in the price of this agreement.

Covered Services

Ad Hoc Support Services

Ad hoc support services in this agreement are governed by the terms in the attached Statement of Work – Exhibit B unless specifically modified by one of the plans chosen in this agreement.

Ad hoc support under this agreement includes guidance/training on functionality (limited to 30 minutes per case)

Please refer to the Billable Support Services and Project Fee Discounts sections for examples of services that are outside of the scope of this agreement.

Business Hours are from 8:30am to 5:30pm ET, Monday through Friday, excluding holidays. Initial response time (in business hours) for ad hoc support vary by plan chosen:

Platinum	Gold	Silver
< 2 hours	< 4 hours	< 8 hours

Client is entitled to an unlimited number of ad hoc support cases under this agreement. In the unlikely event that an ad hoc support case requires more than one (1) hour of time to resolve, services may be billable at CLA’s discretion. Client may authorize the number of contacts at their organization to contact CLA for support based on the plan chosen below:

Platinum	Gold	Silver
4	2	1

***Additional authorized contacts can be added for an additional \$500 per contact.

Regional User Group Meetings

CLA recognizes that our clients invest a significant amount of time learning and adopting Sage Intacct to meet their organization’s demands. We advise our clients to network and take advantage of the broad ecosystem of CLA’s Sage Intacct clients and learn from each other. All clients on a CLA² plan are invited to our regional user group meetings. These meetings are intended to further the sharing of knowledge and product use through presentations, peer to peer networking, and roundtables.

Platinum	Gold	Silver
Included	Included	Included

Virtual Meetups

Throughout the year CLA will moderate virtual meetups to small cohorts of clients based on industry, location, product utilization, etc. that are on a CLA² plan. The goal of these meetings is to review new releases, roadmaps, and have general broad-based product Q&A sessions. CLA will aim to keep the client groups small so we can encourage participation and collaboration in a virtual meeting.

Platinum	Gold	Silver
Included	Included	Included



Digital Assessment

Clients who purchase the Platinum CLA² plan will receive one complimentary Digital Assessment consultation for their organization per year. This is a great pulse-check to ensure technology utilization in place today aligns with both current and future initiatives of the organization. Clients who purchase the Gold or Silver plan will receive the discounts below for Digital Assessment engagements.

Platinum	Gold	Silver
Included	25% Discount	5% Discount

New User Ramp-Up & Refresher Training

For more comprehensive training that exceeds the 15-minute training sessions initiated via ad hoc support, the following plans allow for an allotted amount of training hours:

Platinum	Gold	Silver
Up to 6 Hours	Up to 4 Hours	Not Included

This training covers more than the brief guidance offered as ad hoc support services. Training required under this category routinely exceeds 15 minutes and some suggested use case examples are:

- Training a new employee on day-to-day use of the software
- Using new functionality/subscriptions
- Refresher training to Client power users/trainers

Unless otherwise agreed upon, training will be performed remotely. On-site training may be subject to additional charges for travel time and out-of-pocket expenses incurred by CLA. Comprehensive training sessions (remote or on-site) should be scheduled at least two weeks in advance and are subject to CLA resource availability.

Billable Support Services

Clients on a CLA² plan will be able to take advantage of discounted T&M billing rates for support services that are not included in this plan as outlined in the rate schedule below:

Platinum	Gold	Silver
\$150/hour	\$200/hour	\$225/hour

Examples of billable support services not covered in this plan are:



- Ad hoc support on third-party integrations or customizations
- Additional training beyond what is included in the CLA² plan selected

Project Fee Discounts

Clients on a CLA² plan will be able to take advantage of discounted project fees (T&M or Fixed Fee) as outlined in the rate schedule below:

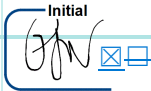
Platinum	Gold	Silver
10%	5%	0%

Examples of project related work not covered in this plan are:

- Software product installation or implementation services
- On-site services
- Financial and custom reports design
- Software development/customizations
- Design and testing of 3rd party software import and/or export functionality

CLA² Plan Selection & Acceptance

Please select the plan you wish to purchase and sign below. Thank you for your continued business!

Platinum	Gold	Silver
<input type="checkbox"/>	<input checked="" type="checkbox"/> 	<input type="checkbox"/>



Certificate Of Completion

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Client Number: TBD	
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Certificate Pages: 5	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amy Blackard
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Amy.Blackard@claconnect.com
	IP Address: 136.62.43.166

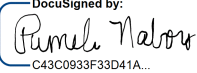
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Keven Truhler
 Keven.Truhler@claconnect.com
 Principal
 CLA
 Security Level: Email, Account Authentication (None)

Signed by:

 9747BBB110F949B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 136.226.67.193

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Peter Puterbaugh
 pputerbaugh@careersourcecf.com
 President/CEO
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	3/10/2025 8:10:53 AM
Certified Delivered	Security Checked	3/14/2025 1:26:02 PM
Signing Complete	Security Checked	3/14/2025 1:26:51 PM
Completed	Security Checked	3/14/2025 1:26:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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