

End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) buying model for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

“Participating Affiliates” means Your Affiliates whose Meter counts are included on the EUIF.

“Affiliate” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **“Control”** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“End User”, “You” or “Your” mean the final purchasing entity as identified on the EUIF.

End User Information	
End User’s full legal name	STATE BOARD OF ADMINISTRATION
Address of End User’s principal place of business	1801 HERMITAGE BLVD STE 100 PO FSBA1-0000004967/MARISSA YEATMAN TALLAHASSEE, FL, 32308 UNITED STATES

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
<input type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

Cisco Collaboration

Additional Defined Terms Used in This Section

“Employees” means full or part-time employees of You and Your Participating Affiliates.

“Contractors” means non-Employees who (i) work on Your or Your Participating Affiliates’ behalf, (ii) whose work is under Your or Your Participating Affiliates’ control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates’ systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

“Knowledge Workers” means You and Your Participating Affiliates’ Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan

Cisco requires customers purchasing Enterprise Agreement to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase, and which are identified on your EUIF.

- ☐ Webex Suite Enterprise Agreement
- ☐ Calling Enterprise Agreement
- ☐ Meetings Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Collaboration Flex Plan EA Offers	Value
Total quantity of Employees of the End User and Participating Affiliates ¹	a.
+ Total quantity of Contractors of the End User and Participating Affiliates ¹	b.
= Total Employees and Contractors (add a. and b.) ¹	c. 300
= Knowledge Worker count	d. 300

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Knowledge Worker faculty/staff count	b.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

Notes:

¹ The Employee and Contractor count listed will have no bearing on Your obligations, or those of the Approved Source, in connection with the Purchased Suite (as defined in the EA Program Terms).

End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

I HAVE READ THE EA PROGRAM TERMS INCLUDED AND DEFINED BELOW AND UNDERSTAND THAT IN THE EVENT OF A PURCHASE, THESE EA PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE EA PROGRAM TERMS.

The Disclosure signed by WWT and the SBA and effective 03/24/2021 is incorporated into this EUIFA by reference.

End User Organization	
Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	STATE BOARD OF ADMINISTRATION
Authorized Representative Name	Craig A. Meyer
Authorized Representative Title	Assistant General Counsel
Date	02/01/2022
End User Authorized Representative Signature	



Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, “EA Program Terms”) govern any Suites that You order under the Cisco Enterprise Agreement Program (“Purchased Suites”). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms, nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF, and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year’s Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

- ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms, and any orders placed thereunder are non-cancellable and may not be terminated.
- d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:
 - i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
- 5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
- 6. **True Forward.**
 - a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
 - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
- 7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.

8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.
14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.

19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
- a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
 - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
 - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
 - j. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
 - k. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
 - l. **"Entitlement"** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
 - m. **"Enrollment"** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
 - n. **"Enrollment Description"** means the supplemental program terms and description governing an Enrollment.
 - o. **"EUIF"** means the End User Information Form for the Purchased Suite.
 - p. **"EULA"** mean's Cisco End User License Agreement, available at cisco.com/go/eula (or similar terms existing between You and Cisco).
 - q. **"Growth Allowance"** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
 - r. **"Importation Fee"** means an import duty or tax on the purchase of Cisco hardware.

- s. **"Initial Entitlement"** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **"Initial Growth Cap"** means 105% of the Initial Entitlement.
- u. **"Licensing Documents"** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **"Meter"** means the unit of measurement for Software or Cloud Services Consumption.
- w. **"OD"** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **"Participating Affiliates"** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **"Purchased Suites"** has the meaning given to it in the introductory paragraph.
- z. **"Services"** means both Cloud Services and Support Services.
- aa. **"SEULA"** means the supplemental licensing terms governing Software.
- bb. **"Software"** means the Cisco software listed in the applicable Enrollment Description.
- cc. **"Suite"** means a combination of Software and Services in an Enrollment.
- dd. **"Suite Start Date"** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- ee. **"Suite Term"** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ff. **"Support Services"** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- gg. **"Term"** means the duration of the EA Program Terms.
- hh. **"True Forward"** means an annual adjustment to account for exceeding the previous year's Entitlement.

Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex app	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call); or Webex Calling Dedicated Instance	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		
	On-Premises Unified Communications Manager Calling	Software		
	Cisco Webex app	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Webex Suite	Cisco Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex app	Cloud Service		
	Cisco Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Webex Events 5000	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“Deployed Knowledge Worker” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex app, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured. **“Knowledge Worker”** means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. **“Student”** means an individual who is currently

enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.

Supplemental Terms and Conditions for Cisco Collaboration Webex Suite

Definitions

“**Downturn**” means an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of your business that causes a reduction of your Knowledge Workers by 20% or more.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Webex Suite is 15%. During the Suite Term, You may Consume up to 115% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Downturn

After the first 12 months of the Suite Term, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20%, if such reduction is: a) attributed to Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the minimum requirement of 250 Knowledge Workers. You may request only one Downturn reduction for the Collaboration Webex Suite during the Suite Term. If You reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite due to Downturn, You may be required to provide Cisco with a revised EUIF. No refunds or credits will be provided for any services that have been delivered and/or invoiced.

**Disclosures
to the World Wide Technology, LLC. (WWT)**

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration.) See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to sections on **Warranty**, **Indemnification** and **Limitation of Liability** to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in this agreement between the parties, WWT acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

**3. IF WWT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:
STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

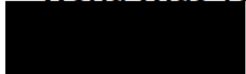
4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. WWT hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

5. The SBA requires its vendors to comply with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. WWT acknowledges that SBA is subject to and WWT agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Signature Page Follows

World Wide Technology, LLC.



Name: Gregory Brush

Title: Area VP Public Sector

March 18, 2021

State Board of Administration of Florida



Lamar Taylor

Chief Operating Officer/Chief Financial
Officer

March 24, 2021



Sales Quotation

Quote # 5842806.4
Quote Date JAN-07-2022
Expiration Date FEB-06-2022
Quote Name Cisco Flex & Smartnet
Cisco AR3227 / FL
Contract Cisco FL / 43220000-NASPO-19-ACS
Exp Date: 09/30/2024

Submitted By

ISR Susan Anne Odrobina
Susan.Odrobina@wwt.com
AM Perry Leon (Perry) Bright
Perry.Bright@wwt.com

Submitted To

Florida State Board of Administration

Issue PO To

World Wide Technology, LLC.
1 World Wide Way
Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
1	A-FLEX-3	CISCO SYSTEMS (CISCOPRO)	1	\$0.00	\$0.00
	Description: Collaboration Flex Plan 3.0 Subscription Term: 12 months				
2	SVS-FLEX-SUPT-BAS	CISCO SYSTEMS (CISCOPRO)	1	\$0.00	\$0.00
	Description: Basic Support for Flex Plan - Each				
3	A-FLEX-EAPL	CISCO SYSTEMS (CISCOPRO)	300	\$5.48	\$19,728.00
	Description: EntW On-Premises Calling - Each				
4	A-FLEX-EXPWY-DSK-S	CISCO SYSTEMS (CISCOPRO)	300	\$0.00	\$0.00
	Description: Expressway Deskphone Registration - Smart Licensing (1) - User				
5	A-FLEX-SME-S	CISCO SYSTEMS (CISCOPRO)	1	\$0.00	\$0.00
	Description: Session Manager (1) - User				
6	A-FLEX-SRST-E	CISCO SYSTEMS (CISCOPRO)	600	\$0.00	\$0.00
	Description: SRST Endpoints (1) - User				
7	A-FLEX-P-EA	CISCO SYSTEMS (CISCOPRO)	360	\$0.00	\$0.00
	Description: On-Premises Smart License - EA (1) - User				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
8	A-FLEX-P-ACC	CISCO SYSTEMS (CISCOPRO)	60	\$0.00	\$0.00
	Description: Access Smart License (1) - User				
9	A-FLEX-P-CA	CISCO SYSTEMS (CISCOPRO)	150	\$0.00	\$0.00
	Description: Common Area Smart License (1) - User				
10	A-FLEX-P-UCXN	CISCO SYSTEMS (CISCOPRO)	360	\$0.00	\$0.00
	Description: Unity Connection Smart License (1) - User				
11	A-FLEX-P-ER	CISCO SYSTEMS (CISCOPRO)	900	\$0.00	\$0.00
	Description: Emergency Responder Smart License (1) - User				
12	A-FLEX-EXP-PAK	CISCO SYSTEMS (CISCOPRO)	1	\$0.00	\$0.00
	Description: Expressway Product Authorization Key (1) - User				
13	A-FLEX-SW-12.5-K9	CISCO SYSTEMS (CISCOPRO)	1	\$0.00	\$0.00
	Description: On-Premises & Partner Hosted Calling SW Bundle v12.5 (1) - User				
14	A-FLEX-C-DEV-ENT	CISCO SYSTEMS (CISCOPRO)	360	\$0.00	\$0.00
	Description: Cloud Device Registration Entitlement - User				
15	A-FLEX-MSG-ENT	CISCO SYSTEMS (CISCOPRO)	360	\$0.00	\$0.00
	Description: Messaging Entitlement - User				
16	A-FLEX-FILESTG-ENT	CISCO SYSTEMS (CISCOPRO)	7,200	\$0.00	\$0.00
	Description: File Storage Entitlement - User				
17	A-FLEX-PROPACK-ENT	CISCO SYSTEMS (CISCOPRO)	360	\$0.00	\$0.00
	Description: Pro Pack for Cisco Control Hub Entitlement - User				
18	A-FLEX-EXP-RMS	CISCO SYSTEMS (CISCOPRO)	60	\$0.00	\$0.00
	Description: Expressway Rich Media Session (1) - User				
19	A-FLEX-SPEECHVIEW	CISCO SYSTEMS (CISCOPRO)	270	\$0.91	\$2,948.40
	Description: Speechview Standard - User				
20	A-FLEX-SPCHCON	CISCO SYSTEMS (CISCOPRO)	4	\$0.00	\$0.00
	Description: SpeechConnect Smart License (1) - User				
21	CON-SNT-ASR1002X	CISCO SYSTEMS (CISCOPRO)	1	\$2,264.02	\$2,264.02
	Description: Cisco ASR1002-X Chassis, 6x1GE, optional P/S, 4GB DRAM Serial # FOX1822GP5T				

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
22	CON-SNT-ASR1002X	CISCO SYSTEMS (CISCOPRO)	1	\$2,264.02	\$2,264.02
	Description: Cisco ASR1002-X Chassis, 6x1GE, optional P/S, 4GB DRAM Serial # FOX1749GTMG				
23	CON-SNT-ISR4321K	CISCO SYSTEMS (CISCOPRO)	1	\$298.7014	\$298.70
	Description: Cisco ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB) Serial # FLM2119Y0KN				
24	CON-SNT-ISR4321K	CISCO SYSTEMS (CISCOPRO)	1	\$298.7014	\$298.70
	Description: Cisco ISR 4321 (2GE,2NIM,4G FLASH,4G DRAM,IPB) Serial # FLM2119Y0KM				

TOTALS

Subtotal	\$27,801.84
Estimated Shipping	\$0.00
Estimated Tax	\$0.00
Total Price	\$27,801.84

This quote is WWT Confidential Information.

Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.

Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.

Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.

Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.

Products may only be returned in accordance with the original manufacturer's RMA policy.

Items returned after 30 days of receipt may not be returnable due to vendor restrictions.

All delivery dates are approximate and not guaranteed.

Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.

Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at <https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc> ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.

State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.

As you may be aware, global supply chains across all industries are facing uncertain impacts from the Coronavirus. WWT is monitoring the situation closely and is in constant contact with our suppliers and partners so that quoted lead times are as accurate as possible. Due to the quickly evolving nature of this situation, please be advised that it is possible that quoted lead times and delivery dates may change with little or no notice. WWT will continue to work with customers and suppliers/partners to evaluate options to minimize any impact.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.

Purchase Order

STATE BOARD OF ADMINISTRATION

1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Supplier: 0000562639
WORLD WIDE TECHNOLOGY LLC
PO BOX 957653
ST LOUIS MO 63195-7653

Purchase Order FSBA1-0000006894
Date 02/11/2022
Payment Terms NET20
Freight Terms Free On Board Destination
Buyer Shameka Smith
Ship To: HERMITAGE
1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Dispatch via Print
Revision
Page 1
Ship Via Common
Currency USD

Bill To: 1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Tax Exempt? Y **Tax Exempt ID:** 596001872
Line-Sch **Item/Description**

Replenishment Option: Standard
Quantity UOM **PO Price** **Extended Amt** **Due Date**

1	1	Cisco Flex and SmartNet - WWT quote #5842806.4	1.00	EA	27,801.84	27,801.84	02/11/2022
		Attn: Marissa Yeatman					

Schedule Total 27,801.84

FSBA1 -01001 -76102 -102

Item Total 27,801.84

Quote # 5842806.4
Contract # Cisco AR3227 / FL
Cisco FL / 43220000-NASPO 19-ACS

Public Records. The Contractor acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("Chapter 119, Florida Statutes") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:

- Keep and maintain public records required by the SBA in order to perform the services under the Contract;
- Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the SBA; and
- Upon completion of the Contract, transfer, at no cost, to the SBA all public records in the Contractor's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

Total PO Amount 27,801.84

Authorized Signature

Purchase Order

STATE BOARD OF ADMINISTRATION

1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Supplier: 0000562639
WORLD WIDE TECHNOLOGY LLC
PO BOX 957653
ST LOUIS MO 63195-7653

Dispatch via Print

Purchase Order	Date	Revision	Page
FSBA1-0000006894	02/11/2022		2
Payment Terms	Freight Terms	Ship Via	
NET20	Free On Board Destination	Common	
Buyer	Phone	Currency	
Shameka Smith		USD	

1. ACCEPTANCE: PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.

This Purchase Order ("Order") constitutes the offer of the State Board of Administration of Florida ("SBA") and such offer may be accepted by the vendor identified on the Purchase Order ("Supplier") only in accordance with the terms hereof. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced herein (the "Contract Terms"). SBA objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of SBA's offer ("Supplier's Proposed Terms") which add to, vary from, or conflict with the Contract Terms. Any such Supplier's Proposed Terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and SBA. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and SBA. If an Order has been issued by SBA in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer (e.g., Supplier's standard terms and conditions of sale), then the issuance of the Order by SBA shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contract Terms constitutes the entire agreement between Supplier and SBA with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies SBA to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order, and only so long as the Supplier has not fulfilled all or any part of the Order.

2. DELIVERY/TITLE. Delivery shall be f.o.b. point of destination and title shall pass to SBA upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by SBA shall be the responsibility of Supplier.

3. RIGHT OF INSPECTION AND REJECTION. Material and equipment supplied by Supplier shall be received subject to SBA's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Supplier's expense. No material or equipment returned to Supplier as defective shall be replaced except upon SBA's formal authorization, and the price of such returned material shall be deducted from the price hereunder.

4. DISCLOSURE OF PUBLIC RECORDS. Supplier recognizes that SBA and its records are subject to the provisions of the laws of the State of Florida governing the disclosure of public records, including without limitation Florida's Public Records Law, Chapter 119, Florida Statutes (such laws collectively referred to herein as the "FPRL"), and further acknowledges, understands and agrees that, absent a statutory exemption from disclosure that the Order is likewise subject to public inspection pursuant to the provisions of the FPRL.

SBA hereby advises Supplier that SBA is an "agency" for purposes of the FPRL, and that all information received by SBA (including without limitation Supplier's pricing information) will constitute "public records" for purposes of the FPRL which will be subject to public access and disclosure in the manner provided in the FPRL, unless an exemption from the public access and disclosure requirements of the FPRL is available under Florida law in connection with particular records received or maintained by SBA.

Supplier agrees that SBA shall be relieved from any confidentiality or other obligations (under any agreement with Supplier or otherwise) to the extent necessary to comply with SBA's obligations under the FPRL. In the case of a conflict between any agreement with Supplier and the FPRL, the provisions of the FPRL will prevail. All confidentiality and non-disclosure obligations and undertakings of SBA are provided only to the extent permitted under the laws of the State of Florida. Further, SBA shall not be liable to Supplier if SBA makes available to the public any record or other information received from Supplier that was required to be made public by SBA pursuant to the FPRL.

5. NOTICES. All notices required hereunder shall be in writing, addressed to the address set forth in the Order (or to such address for a party as it shall subsequently provide by written notice to the other), and shall be delivered manually, via registered or overnight mail or courier, facsimile transmission, or electronic mail, with delivery deemed given upon (i) manual delivery by a party, if delivered manually, or (ii) confirmed receipt through (a) a nationally recognized courier service, if delivered by mail or overnight, (b) printed notice of successful facsimile transmission, if delivered by facsimile, or (c) printed notice of successful transmission of electronic mail, if delivered by electronic mail.

6. LIMITATION OF SBA AUTHORITY. Supplier acknowledges that SBA may be prohibited from entering into any agreement or obligation regarding indemnification, limitation of remedies, disclaimer of liability, limitation of liability, or liquidated damages. Supplier agrees that the SBA will not be bound or deemed to have agreed to any indemnification, limitation of remedies, disclaimer of liability, limitation of liability, liquidated damages or similar provision set forth in the Contract Terms, Supplier's Proposed Terms or set forth in any other agreement between SBA and Supplier.

7. GOVERNING LAW; VENUE. The Contract Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof. Any proceedings to resolve disputes regarding or arising out of the Contract Terms shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts. As an entity of state government of the United States of America, SBA does not waive its right (i) to not submit to the jurisdiction of (a) any court outside the United States, or (b) a United States federal court; or (ii) to a jury trial.