

## **ACKNOWLEDGEMENT**

### **By OPTIV of Laws and Regulations which the State Board of Administration of Florida must follow**

Notwithstanding any statements to the contrary referenced in the Sales Quote dated 8/1/2023, the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by **Optiv**.

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. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Optiv** 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 these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. **IF Optiv 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**

(The font, bolding and text are required by s119.0701(2)(a))

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. **Optiv** 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. At the time of execution **Optiv** may submit a redacted version of the agreement for these purposes.

5. **Optiv** shall register with and use, and shall cause any of its subcontractors to register 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. **Optiv** acknowledges that **SBA** is subject to and **Optiv** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. Reserved

7. 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.

