



Purchase Acknowledgement Form

Customer FLORIDA STATE BOARD
OF ADMINISTRATION
Attn. Anthony "AJ" Copeland

Date 10/6/2023
Quote # Q-1819863
Effective From 10/6/2023 **Through** 11/15/2023
Sales Rep Scott McClung
Phone # (704) 808-0133 **Email** scott.mcclung@quest.com

Bill To	Ship To	End User
DLT SOLUTIONS LLC 13861 Sunrise Valley Dr Ste 400 HERNDON, Virginia 20171 United States	FLORIDA STATE BOARD OF ADMINISTRATION Anthony "AJ" Copeland 1801 Hermitage Blvd Ste 100 TALLAHASSEE Florida 32308 United States	FLORIDA STATE BOARD OF ADMINISTRATION Anthony "AJ" Copeland 1801 Hermitage Blvd Ste 100 TALLAHASSEE, Florida 32308 United States anthony.copeland@sbafla.com

Reseller		
CDW-G 200 N Milwaukee Ave	Lincolnshire IL	60069-4420 United States

Line	Part Number	Type	Required By	Qty	Maintenance Duration (Months)
1	QCW-NPO-PB	Perpetual License/ Maint.		150	12
CHANGE AUDITOR FOR WINDOWS FILE SERVERS PER MANAGED PERSON LICENSE/MAINT Delivery Method: Electronic					
2	QCW-NPO PB	Perpetual License/ Maint.		150	12
CHANGE AUDITOR FOR WINDOWS FILE SERVERS PER MANAGED PERSON LICENSE/MAINT Delivery Method: Electronic					
3	QCP-NPO PB	Perpetual License/ Maint.		150	12
CHANGE AUDITOR FOR AD PER MANAGED PERSON LICENSE/MAINT Delivery Method: Electronic					
4	QCP-NPO PB	Perpetual License/ Maint.		150	12
CHANGE AUDITOR FOR AD PER MANAGED PERSON LICENSE/MAINT Delivery Method: Electronic					



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The licenses being granted by line 1 of this Quotation ("New Licenses") are in exchange for Customer's existing licenses for CHANGE AUDITOR FOR WINDOWS FILE SERVERS PER ENABLED USER ACCT LICENSE (Quest Asset # 0001380741)("Existing Licenses").

The licenses being granted by line 2 of this Quotation ("New Licenses") are in exchange for Customer's existing licenses for CHANGE AUDITOR FOR WINDOWS FILE SERVERS PER ENABLED USER ACCT LICENSE (Quest Asset # 1-6FJDRU)("Existing Licenses").

The licenses being granted by line 3 of this Quotation ("New Licenses") are in exchange for Customer's existing licenses for CHANGE AUDITOR FOR AD PER ENABLED USER ACCT LICENSE (Quest Asset # 0001380740)("Existing Licenses").

The licenses being granted by line 4 of this Quotation ("New Licenses") are in exchange for Customer's existing licenses for CHANGE AUDITOR FOR AD PER ENABLED USER ACCT LICENSE (Quest Asset # 1-6FJDRR)("Existing Licenses").

Ten (10) days following Customer's receipt of the New Licenses, Customer's Existing Licenses shall terminate and Customer shall cease use of the Existing Licenses. Maintenance Services for the New Licenses shall be provided at no additional fee for the duration of the current Maintenance Period for the Existing Licenses.

Customer's signature on this Purchase Acknowledgement Form ("PAF") is its acknowledgment that the items set forth above are purchased from an authorized partner of Provider and are subject to the terms and conditions of this PAF and all agreements referenced and incorporated herein (collectively, the "Agreement") which shall constitute the entire and exclusive agreement between the parties with respect to such items and shall supersede any and all other agreements and communications, written or oral, express or implied with respect thereto.

Any On-Premise Software, Appliances, and initial Maintenance Periods listed above are subject to the terms and conditions of the Software Transaction Agreement located at <https://www.quest.com/legal/sta.aspx> as of the date stated above which is incorporated herein by reference.

A copy of the Product Guide located at



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https://www.quest.com/docs/Product_Guide.pdf as of the above date is hereby incorporated by reference.



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THANK YOU FOR YOUR BUSINESS!

ACKNOWLEDGEMENT
by Quest Software Inc. ("Quest") Legal Requirements of
State Board of Administration of Florida must follow

Notwithstanding anything to the contrary in the Purchase Acknowledgement Form relating to Quote # Q-1819863, including any and all referenced and/or incorporated agreements, terms and conditions, or other provisions applicable to one or both parties set forth herein (the "Agreement")), the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by **Quest**.

1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on 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, **Quest** 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 any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

3. **IF QUEST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO QUEST'S DUTY 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 size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and the Agreement will be one of the agreements posted. **Quest** 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 **Quest** may submit a redacted version of the agreement for these purposes.



5. Section 448.095(5), Florida Statutes, requires public agencies entering into contracts with contractors to require such contractors - and any of its subcontractors - to register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The parties acknowledge and agree that (i) the sole and exclusive purpose of entering into the Agreement is to enable **Quest** to provide updated software licenses to the **SBA** and/or respond to requests for support submitted by the **SBA** at no cost to the **SBA** payable to **Quest** directly, (ii) there are no "salary, wages, or other remuneration" being given directly to **Quest** in exchange for such licenses and response, consequently, **Quest** does not meet the statutory definition of "contractor" set forth in Section 448.095(1)(a), Florida Statutes, with respect to the Agreement and (iii) the provisions of Section 448.095(5), Florida Statutes, therefore do not apply to the Agreement. Nonetheless, **Quest** represents to the **SBA** that **Quest** has registered with and utilizes the E-Verify system with respect to its employees and agrees to continue to do so for the duration of the Agreement. The **SBA** reserves the right to terminate or seek to revise or amend the Agreement or any other agreement with **Quest** at any time to ensure compliance with Section 448.095, Florida Statutes, as applicable.

6. Nothing in the Agreement shall be construed as a waiver of (i) the sovereign immunity of the State of Florida; (ii) the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) the right to a jury trial.

