

**ORDER FORM****Nintex USA, Inc.**

411 108th Ave NE, 6th Floor

Bellevue, WA 98004

United States

Phone: +1 (425) 324-2400

Fax: +1 (425) 458-0105

Order Details - Q-00202156

Bill To State Board of Administration of Florida
Account Number ACC-025151
Address
1801 HERMITAGE BLVD STE 100
TALLAHASSEE FL 32308-7743
United States

Ship To State Board of Administration of Florida
Account Number ACC-025151
Address
1801 HERMITAGE BLVD STE 100
TALLAHASSEE FL 32308-7743
United States

Prepared For Marissa Yeatman
Email Address marissa.yeatman@sbafla.com

Currency USD
Expiration Date June 30, 2025
Payment Terms Net 30 Days

Service Period & Investment Details

Deal Type	Renewal	Deployment	O365
Duration	12		

Product Name	Qty	Frequency	Start Date	End Date	Net Price
Workflow Enterprise - Unlimited - Company	1,000	Yearly	08/29/2025	08/28/2026	100,247.00
Nintex Automation Cloud Select Support	1	Yearly	08/29/2025	08/28/2026	14,671.00
Nintex DocGen for Workflow	1	Yearly	08/29/2025	08/28/2026	2,475.00

Grand Total	117,393.00
--------------------	-------------------

Order Conditions

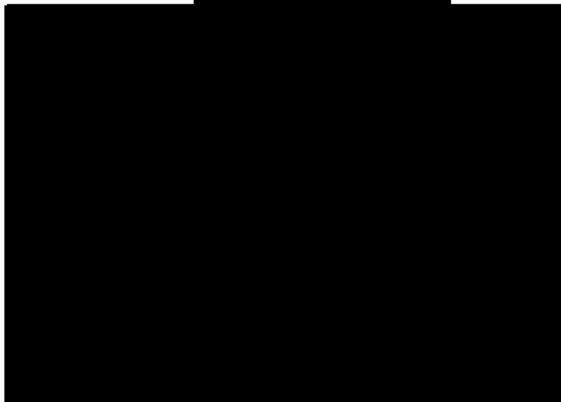
1. This Order Form is valid and binding for the Subscription Term. Unless otherwise set forth in this Order Form, the 'Subscription Term' for the Subscription(s) in this Order Form shall be from the date of execution of this Order Form for the Duration listed above.
2. The Subscription on this Order Form is governed by the Enterprise-Wide Subscription Agreement, available at <https://www.nintex.com/legal/enterprise-wide-subscription-agreement/>. In the event of a conflict between the Enterprise-Wide Subscription Agreement and this Order Form, the terms of the Order Form will govern.
3. By signing this Order Form, you represent and warrant that you are authorized to enter into this Order Form and related agreements on behalf of the entity listed on the Order Form and bind such entity to the terms and conditions of this Order Form and related agreements.
4. All prices reflected in this Order Form do not include localized tax. Applicable taxes will be included at the time of invoice.
5. Service Period represents a non-cancelable commitment. All services will be billed annually in advance unless otherwise specified.
6. The Terms and Conditions agreed to by Nintex and the SBA on Addendum A dated 9/30/19 are hereby incorporated.

Product Definitions

1. Enterprise Edition of the Nintex Enterprise-Wide Subscription includes access to: Nintex Workflow and Forms for SharePoint; Nintex Workflow and Forms for Office 365; Nintex Connectors for DocuSign, Salesforce.com and Dynamics CRM; Nintex Workflow Cloud™; Nintex App Studio; Nintex Analytics® and Enterprise Support. Standard Edition of the Nintex Enterprise-Wide Subscription does not include access to Nintex App Studio or Nintex Analytics.
2. The product definitions for the subscription or support in this Order Form are available at <https://www.nintex.com/legal/product-definitions>.
3. Stand-Alone Form means a Nintex Form that is not included within a Nintex Workflow.
4. Test Data is production data or other data utilized for the sole purpose of testing and evaluating workflow and/or forms designs.
5. The design of Nintex Workflows and use of the Workflow Service shall be subject to the Nintex Customer Use Policy located at <http://www.nintex.com/company/legal>.
6. User Defined Action means a set of Nintex Design Actions configured to perform a function and incorporated in a Nintex Workflow as a single Nintex Design Action.
7. Production Form means a Nintex Form designed and published into a production environment.
8. Development Form means a Nintex Form designed to run on Test Data solely for the purpose of developing and testing the Nintex Form design.
9. Nintex Form means a form designed and published by use of the Nintex Form designer.

10. Nintex Workflow means a set of Nintex Design Actions that include a manual or automated start and a termination or end.
11. Document Generation for Nintex Enterprise-Wide Subscription: Standard Edition includes up to 1,500 Document Generations. Enterprise Edition includes up to 2,500 Document Generations. Increased Document Generation capacity can be purchased for an additional fee.
12. Support for Enterprise Edition and Standard Edition of the Nintex Enterprise-Wide Subscription will be provided in accordance with the Nintex Workflow Service Subscription Support Policy, available at <http://www.nintex.com/company/legal>.
13. Development Workflow means a Nintex Workflow that runs on Test Data solely for the purpose of developing and testing a Nintex Workflow design.
14. Production Workflow means a Nintex Workflow that is designed and published into a production environment.
15. Nintex Design Action means a workflow action used by a workflow designer to construct a Nintex Workflow.
16. Due to recent product name changes, this line item, previously known as Select Subscription - Workflow is now known as Nintex Automation Cloud Select Support. No other changes, including to the inclusions or entitlements provided as part of this offering, have been made.
17. Nintex DocGen for Workflow Subscription includes up to 5,000 Document Generations tied to your Nintex Workflow plan. Added capacity can be purchased for additional subscription fees.
18. Due to recent product name changes, this line item, previously known as Nintex Document Generation 5,000 Subscription Pack is now known as Nintex DocGen for Workflow. No other changes, including to the inclusions or entitlements provided as part of this offering, have been made.

State Board of Administration of Florida



ACKNOWLEDGEMENT
by Nintex ("Nintex") Legal Requirements of
State Board of Administration of Florida must follow

Notwithstanding anything to the contrary in the Order Form Q-00202156 (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 **Nintex**. This Acknowledgement shall apply to the current Order and any future Order between the parties unless either party rescinds its approval.

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, **Nintex** 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 NINTEX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NINTEX'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.)

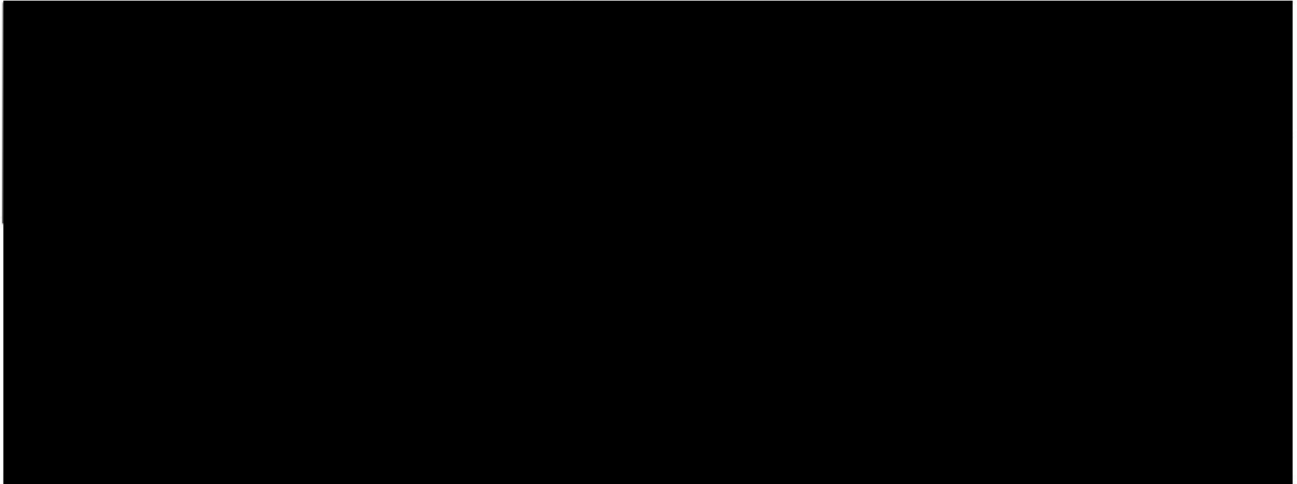
4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Nintex** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda 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 **Nintex** may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, **Nintex** shall register with and use, and shall cause 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. **Nintex** acknowledges that the SBA is subject to and **Nintex** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. **RESERVED.**

7. 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.



AFFIDAVIT

I, Angela Wishaar, hereby declare, under penalty of perjury, as follows:

1. I am the Privacy and Compliance Counsel at Nintex ("Company").
2. I submit this Affidavit pursuant to Section 787.06(13), Florida Statutes, in connection with a contract between the Company and the Florida State Board of Administration.
3. Section 787.06(13), Florida Statutes, requires a nongovernmental entity executing, renewing, or extending a contract with a governmental entity to provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity attesting under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
4. As used herein, "coercion" means:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
5. As used herein, "labor" means work of economic or financial value.
6. As used herein, "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
7. The Company does not use coercion for labor or services as those terms are defined herein and by Section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and belief.

EXECUTED this 25th day of June, 2025 in Bellevue, WA.



SWORN TO AND SUBSCRIBED, *State of Washington, County of King*
before me this 25 day of June, 2025.

