

**SERVICES CONTRACT ADDENDUM BETWEEN TEKSYSTEMS AND THE STATE
BOARD OF ADMINISTRATION OF FLORIDA ("SBA")**

This Services Contract Addendum ("Addendum"), duly executed by the SBA and TEKsystems, is attached to, amends, and hereby is made a part of TEKsystems State of Florida Information Technology Staff Augmentation Services Contract, #80101507-21-STC-ITSA ("Contract"). To the extent this Addendum conflicts with the Contract and any amendments thereto, this Addendum shall take precedence.

1. Services to Be Provided. TEKsystems agrees to continue to provide, under the new Contract, a Web Applications Programmer (Advanced) to fulfill SBA Information Technology supplemental staff augmentation needs performing SharePoint and Nintex Workflow development duties (the "Services"). The programmer supplied by TEKsystems will be required to perform the work on-site at the SBA headquarters in Tallahassee, Florida, and/or remotely, and will work with users throughout the organization to troubleshoot and resolve issues with existing workflows and to translate business needs into functional and technical requirements in order to deliver solutions. The programmer will be working under the technical direction and supervision of the SBA.

2. Term of the Services. The Services are to be provided for a period of six (6) months (1,040 hours), commencing January 1, 2023, and ending June 30, 2023.

3. Termination of Addendum. This Addendum may be terminated by the SBA at any time, and for any reason.

4. Compensation. The SBA agrees to pay a fixed fee of \$100 per hour for the Services for a total compensation not to exceed \$104,000.

5. Public Records. TEKsystems acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and that SBA data constitutes "public records." In the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Addendum between the parties or the Contract, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

The provisions of Section 119.0701(2)(b), Florida Statutes, set forth in the Contract, are incorporated into, and made a part of, this Addendum.

**IF TEKSYSTEMS HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO TEKSYSTEM'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM,
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
SBAAgreements DL@sbafla.com

6. Indemnification Provisions. The 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.

7. Limitation of Liability. The SBA may agree to limitations of liability only to the extent allowable under Florida law. See Florida Attorney General Opinion 85-66, dated August 23, 1985.

8. Binding Arbitration/ Alternative Dispute Resolution. The SBA does not agree to binding arbitration or any other alternative dispute resolution process or procedures.

9. Waiver of Sovereign Immunity. Nothing in the Addendum or the Contract shall be construed as a waiver: (i) of 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 State of Florida's rights to a jury trial.

10. Jurisdiction. The laws of the State of Florida govern this Addendum. The parties submit to the jurisdiction of the courts of Leon County, Florida exclusively for any legal action related to the Addendum. Further, TEKsystems hereby waives any and all privileges and rights relating to venue it may have under any other statute, rule, or case law, including but not limited to those based on convenience.

11. Assignment. TEKsystems will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the written consent of the SBA. However, TEKsystems may waive its right to receive payment and assign the same upon notice to the SBA. In the event of any assignment, TEKsystems remains fully responsible for performance of the Contract, unless such responsibility is expressly waived by the SBA.

12. Client Identification. TEKsystems acknowledges and agrees that it has received the SBA Communications Policy (#10-004) (the "Communications Policy"). TEKsystems covenants and agrees that it shall comply with the Communication Policy, and such modifications to the policy as may be provided to TEKsystems from time to time, to the fullest extent that the Communications Policy applies to the TEKsystems. TEKsystems may not identify the SBA for purposes of business development or press releases without the express prior written consent of the SBA.

13. Data Security Attachment and Systems Use Agreement. TEKsystems has executed the SBA's Data Security Attachment, attached hereto as Appendix A, and the SBA's Systems Use Agreement, attached hereto as Appendix B.

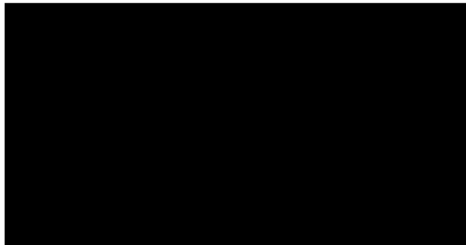
14. No Non-Compete. Notwithstanding anything else contained within the Contract or any amendment or addenda thereto, the SBA shall not be restricted from soliciting Mr. Rodriguez from employment with the SBA, and Mr. Rodriguez shall not be prohibited by TEKsystems from accepting any such employment.

15. E-Verify. As required under the Contract, TEKsystems has registered with and uses 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. TEKsystems acknowledges that the SBA is subject to, and TEKsystems agrees to comply with, Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable to this Addendum.

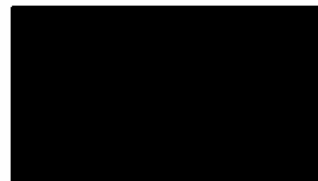
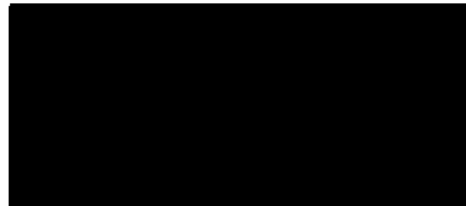
16. Contract Transparency. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Addendum will be one of the contracts posted. TEKsystems hereby agrees that the SBA is authorized to post this Addendum (including any amendments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

IN WITNESS WHEREOF, the parties have executed this Addendum to the Contract.

TEKSYSTEMS



**STATE BOARD OF ADMINISTRATION
OF FLORIDA**



APPENDIX A- DATA SECURITY ATTACHMENT

This Data Security Attachment (this “**Attachment**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and TEKsystems (the “**Contractor**”) and is hereby incorporated into and made a part of the Services Contract Addendum (“**Addendum**”) by and between the SBA and the Contractor.

- 1. Data Security Standards.** The Contractor shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard
- 2. Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. Contractor shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity, whether internal or external to the Contractor, except those persons that are directly involved with performing the duties under the Addendum and that further have a need to know the SBA Data in order to carry out their duties under the Addendum. Additionally, SBA Data may be disclosed when the disclosure is authorized by the SBA or is specifically required by law. For purposes of this Section 2, Data Security, “SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by Contractor in the course of performing the Agreement and all information derived therefrom.
- 3. Loss or Breach of Data.** Contractor shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. In the event of loss or destruction of any SBA Data where such loss or destruction is due to the fault or negligence of Contractor, Contractor shall be responsible for recreating such lost or destroyed data in the manner and on the schedule set by the SBA, at Contractor’s sole expense, in addition to any other damages the SBA may be entitled to by law or the Contract. In the event lost or damaged data is suspected, Contractor will perform due diligence, report findings to the SBA, and take all reasonable measures necessary to recover the data, all at Contractor’s sole expense. If such data is unrecoverable, Contractor will pay all reasonable costs to remediate and correct the problems caused by or resulting from each loss or destruction of data (including, without limitation, the cost to notify third parties and to provide credit monitoring services to third parties for no more than 12 months), in addition to any other damages the SBA may be entitled to by law or the Contract. Contractor acknowledges that failure to maintain security that results in a breach of data may subject this Agreement to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes, together with liability for any costs to the SBA of such breach of security caused by Contractor.
- 4. Security Audits.** If SBA Data will reside in Contractor’s system, the SBA may conduct, or may request Contractor to conduct at Contractor’s expense, an annual network penetration test or security audit of Contractor’s system(s) on which SBA Data resides. If

the term of the Agreement is less than a year long, the penetration test or security audit of Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.

5. Data Protection. No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data under Contractor's control shall only be available to authorized Contractor Representatives that have a legitimate business need. For purposes of this Attachment, "Contractor Representatives" means the Contractor's officers, directors, employees, agents, contractors, subcontractors and contractors (including affiliates thereof). Requests for access to the SBA's information technology resources shall be submitted to the SBA's Support and Office Services ("**Help Desk**") staff. With the SBA's approval, Contractor Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, the Contractor agrees to provide the Contractor Representatives a written copy of the SBA's Systems Use Agreement in the form provided by the SBA and attached to the Addendum as Appendix B (which may be amended by the SBA from time to time in the SBA's sole discretion upon providing notice to the Contractor) (the "Systems Use Agreement"). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor Representatives breach any of the applicable terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

6. Encryption. The Contractor shall encrypt all SBA Data under its control, in transmission and at rest, using SBA approved encryption technologies.

7. Indemnification. The Contractor agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to the Contractor's breach of data security, resulting from the negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Attachment or the Addendum including, without limitation, any breach of the Systems Use Agreement as set forth in Section 5 herein, in the furtherance of the Services provided under the Agreement. To the fullest extent permitted by Florida law, neither party shall be liable to the other for an indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort, or otherwise. THE PARTIES' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO TWICE THE TOTAL VALUE OF SERVICES PROVIDED IN THE LAST CALENDAR YEAR OR TWO MILLION DOLLARS (\$2,000,000), WHICHEVER VALUE IS GREATER. ANY LIMITATION ON DAMAGES, REMEDIES OR LIABILITY SHALL BE VALID AND ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW.

8. Specific security requirements. The Contractor shall not use SBA Data except as permitted by the Contract. Where applicable and to the extent the SBA Data is within the Contractor's control

the Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data that is under its control. Where the Contractor does not maintain the requisite control over SBA Data to implement appropriate safeguards, it shall adhere to all policies and procedures used by SBA in implementing its own safeguards to protect such SBA Data.

9. Back-ups. The Contractor shall maintain and secure adequate back-ups of all SBA Data under its control, including, but without limitation, all documentation and programs utilized to process or access SBA Data that is under Contractor's control.

10. Data Security Procedures. The Contractor shall develop appropriate data security procedures to ensure only authorized access to data and databases that is under Contractor's control, by Contractor Representatives for purposes of performing the Contract and to ensure no unauthorized access to data or databases under Contractor's control, by individuals or entities other than those authorized by the Contract or the SBA. The Contractor shall ensure that access to data and databases under its control by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)

11. Ownership of Data. The Contractor shall provide to the SBA, upon its request, SBA Data in its possession in the form and format reasonably requested by the SBA. The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. The Contractor will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA. SBA Data created by the Contractor, obtained by the Contractor from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.

12. Background Checks. The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.

13. Compliance. The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Addendum continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).

14. Return / Destruction of SBA Data. The Contractor shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Addendum, the Contractor will transfer SBA Data in its possession to the SBA (if so directed by the SBA) or, unless otherwise required by any applicable law, destroy all SBA Data possessed by the Contractor. The Contractor shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including

confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by the Contractor.

15. Right to Audit.

- a. During the term of the Addendum and for a period of one (1) year after the expiration or termination of the Addendum, the SBA shall have the right to inspect, review and/or audit, any applicable books, records and supporting documents relating to the Addendum and/or the subject matter of the Addendum (the “**Records**”). In the event such right is exercised and upon no less than ten (10) business days’ prior written notice by the SBA, the Contractor agrees to permit reasonable access to its premises and the Records during Contractor’s normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Addendum and for a period of one (1) year after the expiration or termination of the Addendum (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Contractor shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the one (1)-year access and/or retention periods described herein, then this Section 16 shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA’s or the SBA designee’s reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 16 may include, without limitation, the Contractor’s compliance with the terms of the Addendum, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA’s funds.
- b. The Contractor shall use best efforts to reasonably cooperate with the SBA in connection with any inspection, review and/or audit under this Section 16 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA and/or its designees, and the Contractor shall provide a copy of all such responses to the SBA. The Contractor acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 16. However, in the event, the SBA and/or its designees conclude that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Contractor shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA’s request for reimbursement thereof. The Contractor’s reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Contractor’s additional reimbursement obligation hereunder.

16. Business Continuity Plan/Disaster Recovery. Contractor has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Agreement. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. Contractor shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) Contractor's provision of services under this Agreement, Contractor will promptly notify the SBA of the disruption and the steps being taken in response.

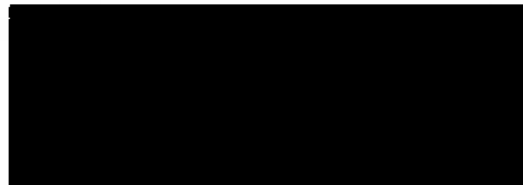
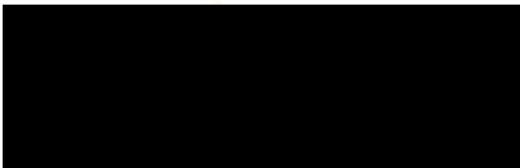
IN WITNESS WHEREOF, each party has caused this Data Security Attachment to be executed by its respective duly authorized officer, as of December 20, 2022 (the "**Effective Date**").

SBA:

CONTRACTOR:

STATE BOARD OF ADMINISTRATION
OF FLORIDA

TEKSYSTEMS



APPENDIX B – SYSTEMS USE AGREEMENT

STATE BOARD OF ADMINISTRATION SYSTEMS USE AGREEMENT

THE FOLLOWING ARE THE TERMS OF SYSTEMS USE DESCRIBED IN SECTION 5 ABOVE. THESE TERMS MUST BE PROVIDED TO USER PRIOR TO ACCESSING ANY SBA SYSTEM.

1.1 Ownership of Data

SBA Data is and shall remain the exclusive property of the SBA. User shall use SBA Data solely for authorized purposes. SBA Data created by User, obtained by User from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable. For purposes of this Systems Use Agreement, "SBA Data" means all information accessed, created, maintained, obtained, processed, stored, or transmitted using any SBA Account or SBA Systems and all information derived therefrom. "SBA Systems" means any of the following:

- a. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
- b. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA. "User" means any [Vendor Name] Representative that will have access to information technology Systems of the State Board of Administration of Florida.

1.2 Nondisclosure

SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. User shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.

1.3 Privacy

User does not have a right to privacy regarding any activity conducted using the SBA Systems. The SBA can review, read, access or otherwise monitor all activities on the SBA Systems or on any other systems accessed by use of the SBA Systems, and purge any or all information on the SBA Systems. The use of a password does not create a right to privacy in the SBA Systems.

1.4 Credentials

Only persons who are authorized by the SBA may use SBA Systems. User shall not share SBA Account credentials with any other person, including but not limited to sharing of credentials with other authorized users. User shall immediately change User's password should it become known by any other person. For purposes of this Systems Use Agreement, "SBA Account" means any set of system access credentials (e.g., a user ID and password) provided by the SBA.

1.5 Copyright

User shall not make copies of applications running on SBA Systems for use at home, on laptops, or for any other reason, without SBA authorization. User shall not import, download, copy or store SBA Data (including without limitation, emails) onto non-SBA owned devices without SBA authorization. User shall not import, download, copy, or store copyrighted material without permission from the copyright owner.

1.6 Anti-virus

If User accesses the SBA network remotely, User shall do so only on devices with industry standard, supported anti-virus software installed. This software must be active, be scheduled to perform virus checks at regular intervals, and have its virus definition files kept up to date.

1.7 Installation

User shall not install any applications, programs, applets, or snap-ins on any SBA equipment.

1.8 Authorized access

User shall not access (or attempt to gain access to) any SBA Account or SBA System other than that to which the User is authorized.

1.9 Authorized Use

User shall not use any SBA Account or SBA System to transmit, distribute, or store content or materials in a manner that violates SBA policies, U.S. state and federal laws, the laws of jurisdictions outside of the U.S., or the Systems Use Terms.

1.10 Data Security Standards

User shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. User will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard.

1.11 Violation Reporting

If User becomes aware of (or suspects there may have been) any violation of the Systems Use Terms, User shall contact the SBA Support and Office Services ("Help Desk") at 850-413-1100 to report the situation.

1.12 Violation Penalties

User understands the Systems Use Terms. User understands that violation of the Systems Use Terms may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.

1.13 Indemnification

User agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to User's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of the Systems Use Terms.

1.14 Public Records Compliance

User acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, User shall comply with Chapter 119, Florida Statutes. In particular, User shall:

- a. Keep and maintain public records required by the SBA in order to perform the services under any applicable contract for services with the SBA ("Contract");
- b. 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;
- c. 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 User does not transfer the records to the SBA; and
- d. Upon completion of the Contract, transfer, at no cost, to the SBA all public records in User's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If User transfers all public records to the SBA upon completion of the Contract, User shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If User keeps and maintains public records upon completion of the Contract, User shall meet all applicable requirements for retaining public records. User 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 USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USER'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**

1.15 Governing Law; Venue

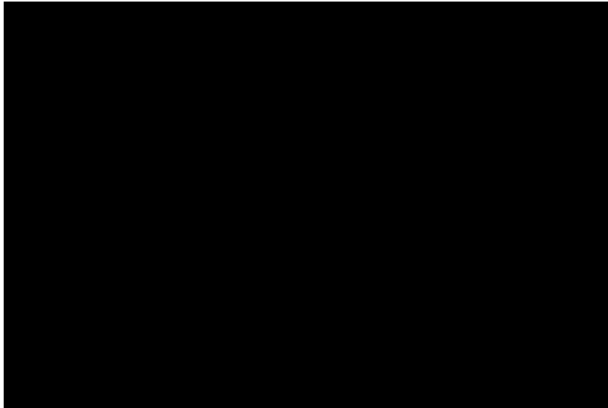
The Systems Use Terms shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of the Systems Use Agreement shall be conducted in the state courts located in Leon County, Florida, and User hereby consents to the jurisdiction and venue of those courts.

1.16 Entire Agreement

THE SYSTEMS USE TERMS AND ANY AND ALL EXHIBITS, SCHEDULES AND ENCLOSURES ATTACHED HERETO, WHICH ARE INCORPORATED INTO THE AGREEMENT BY THIS REFERENCE, CONSTITUTE AND EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING OF USER AND THE SBA WITH RESPECT TO THE SUBJECT MATTER HEREOF, SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS AGREEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND, UNLESS OTHERWISE PROVIDED HEREIN, CANNOT BE ALTERED, AMENDED, SUPPLEMENTED, OR ABRIDGED OR ANY PROVISIONS WAIVED EXCEPT BY WRITTEN AGREEMENT OF USER AND THE SBA.

IN WITNESS WHEREOF, the undersigned "User" hereby agrees to the provisions of this Agreement, as of the Effective Date set forth below.

USER:



Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-410 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus