

**DATA BREACH RESPONSE SERVICES AGREEMENT
BETWEEN EXPERIAN RESERVED RESPONSE, INC. ("CONTRACTOR")
AND
THE STATE BOARD OF ADMINISTRATION OF FLORIDA ("SBA")**

SBA CONTRACT NO. 20-0040

This Data Breach Response Services Agreement ("Agreement") is made and effective as of July 1, 2020 by and between Experian Reserved Response, Inc., ("Contractor" or "ERR"), with offices located at 1501 S. Mopac Expressway, Suite 200, Austin, TX 78746, and the State Board of Administration of Florida ("SBA"), located at 1801 Hermitage Boulevard, Tallahassee, FL 32308. The SBA and Contractor are hereinafter sometimes referred to individually as a "Party" or collectively as "Parties."

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the SBA hereby retains and employs Contractor to act on the terms and conditions hereinafter set forth:

1) **Definitions.**

The following definitions apply to this Agreement and any incorporated documents.

- a) Activated - The SBA's status of being response ready pursuant to the completion and successful testing of the Response Ready Plan.
- b) Affected Individual - An individual in the Affected Population.
- c) Affected Population - Individuals identified by the SBA as having been directly affected, or potentially affected, by an SBA data breach incident.

1.0000
[Redacted Signature]

- d) Consumer Products - Certain proprietary identity protection services, as may be updated from time to time and provided to the Affected Population identified by SBA as eligible to receive such services.
- e) “Contractor Data” shall mean (i) personal data or information that does or could be used to identify a consumer, excluding information provided to Contractor by the SBA, (ii) credit data or data that is a consumer report as defined under the Fair Credit Reporting Act, as may be amended, (iii) data that has been furnished or otherwise provided by or on behalf of SBA to Contractor and is included in Contractor databases, and (iv) any other data or information related to consumers and/or businesses, in each case provided or made available by or on behalf of Contractor to SBA (including, without limitation, business credit data and marketing data); and (v) any copies or derivatives of such data or information, whether or not such data or information is or could be linked back to an individual consumer.
- f) Contractor Representatives - The Contractor’s officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof).
- g) Enhanced Customer Care Services - Certain breach Notification Services which may be provided to the SBA in response to a large data breach incident.
- h) Final Format - The finished state for all SBA Communication Deliverables approved by SBA and without further changes.
- i) Identity Restoration - In the event consumer’s identity is stolen, or suspected stolen, certified professional Identity Restoration specialists can provide robust case knowledge in both credit and non-credit restoration. “Individual” is defined as an Affected Individual who has enrolled as an ERR customer to receive the Consumer Products.

- j) Notification Services - The manner in which the SBA plans to provide information to the Affected Population about the data incident. Methods may include a press release, web notice, email notification, or paper notification.
- k) Order Form - The document issued subject to the terms and conditions of the Agreement that describes the specific Services being performed by Contractor for the SBA in response to a breach incident.
- l) Response Ready Plan - The breach response plan prepared by Contractor on behalf of the SBA to manage the delivery of Consumer Products.
- m) SBA Data - All information and data provided by SBA to enable Contractor to provide the Consumer Products or other services. SBA agrees to provide Contractor with only the minimal data necessary for Contractor to provide the Consumer Products to the Affected Population. SBA acknowledges and agrees that any data subsequently provided to Contractor directly by an Affected Individual when he or she enrolls in the Consumer Products and becomes a Contractor Subscriber, shall become a part of the Affected Individual's Subscriber profile at Contractor for the purpose of providing ongoing services on a long-term basis and is not SBA Data. Data received directly from a Subscriber (the "Subscriber Data") belongs to the Subscriber and may only be removed at Subscriber's request. Subscriber Data is subject to the terms and conditions between the Subscriber and Contractor set forth in: (i) the Contractor Privacy Policy and (ii) the Contractor End User Agreement, which are available for review by all Subscribers prior to completing their enrollment in the Identity Protection Services. End-User Terms and Conditions (including Privacy Policies) may be amended from time to time.

- n) SBA Deliverables - Those items required to be delivered to Contractor by SBA in a Final Format in order for Contractor to provide the Consumer Products in the event of data breach incident, and include: (i) the fully-executed Order Form, (ii) event-specific Interactive Voice Response (IVR) script, (iii) event-specific script and list of frequently-asked questions for use by Contractor Customer Care, (iv) event-specific notification email or letter template, (v) event-specific incident response website content, (vi) SBA logo and signature graphic, and (vii) address file with names and addresses (physical or email) for direct notification to the Affected Population. SBA Deliverables may vary based on the Notification Letter chosen and the Consumer Products. Receipt of the appropriate SBA Deliverables in Final Format is required for the SLAs to go into effect.
- o) Service Level Agreement or SLA - The breach response timeline that Contractor and the SBA have agreed upon in Schedule B. It is measured in business days, and begins at 8:00 a.m. Central Time from the date and time that all SBA Deliverables are received from the SBA in Final Format, provided that the SBA Deliverables are received from the SBA by or before 8:00 a.m. Central Time, Monday – Friday (excluding nationally recognized US holidays). A “business day” is defined as a week day (Monday – Friday), between the hours of 8:00 a.m. and 5:00 p.m. Central Time. The Central Time zone is the governing time zone for the SLA, regardless of which time zone the Services are to be delivered.

2) Services and Service Legal Agreement.

Contractor will provide the services set forth in Schedule A to this Agreement and will carry out the terms and conditions of this Agreement as hereinafter set out. The Parties also agree to the Service Level Agreement attached hereto as Schedule B.

3) Pricing.

Contractor shall receive the amount set forth in Schedule C to this Agreement for rendering services to the SBA during the initial five-year term of the contract. Pricing for each Renewal Terms shall be agreed to by the Parties in writing in advance of the commencement of any Renewal Term.

4) Invoicing.

a. Annual Fee: Contractor will invoice the SBA annually, beginning upon execution of the Agreement and on subsequent anniversaries of the Effective Date. Annual Fees are non-refundable and will not be applied toward fees for Consumer Products purchased in connection with a data breach incident. All payments must be made in U.S. dollars and are due within thirty (30) days of the invoice date. Notwithstanding the forgoing, Annual Fees are refundable on a pro-rata basis if the SBA terminates the Agreement for cause as set forth in Section 5 of this Agreement.

b. Consumer Products Service Fee: In the event that an Order Form is executed for Consumer Products in response to a data breach incident, payment must be made in U.S. dollars and is due within thirty (30) days of the invoice date, unless otherwise mutually agreed in the Order Form.

c. Delinquent Payments: Delinquent invoice payments are subject to interest as set forth in section 215.422, Florida Statutes.

5) Contract Term and Termination.

The Agreement will be for a period of five (5) years, commencing on July 1, 2020, and terminating on June 30, 2025 ("Initial Term"), subject to termination by either party upon written notice under the terms and conditions of the Agreement.

The Agreement may be renewed for an additional two (2) years through June 30, 2027, upon the mutual agreement of the parties (“Renewal Term”).

The SBA, by written notice to the Contractor, may terminate this Agreement at any time during the term of the Agreement due to Contractor’s material breach of the Agreement which has not been cured within 30 days’ notice thereof, which may be extended if Contractor demonstrates it is using best efforts to remedy the breach. In this event, the SBA will not be responsible for any additional payments to Contractor beyond the termination date, and Contractor will refund any prorated fees.

Either party may terminate the Agreement by written notice to the other party ninety (90) days before the Renewal Term. For purposes of clarity, the parties mutually agree that any accepted Order Forms delivering Consumer Products are non-cancellable, non-refundable except as set forth above.

Neither expiration nor termination of this Agreement will relieve the Parties of any obligation accruing prior to such expiration or termination.

6) Travel.

Contractor shall not be entitled to reimbursement for any travel costs unless mutually agreed in advance. Any mutually agreed upon reimbursement will be in accordance with section 112.061, Florida Statutes.

7) Data Security and Confidentiality.

a. “Confidential Information” shall mean in any form: (a) all information marked confidential, restricted or proprietary; or (b) any other information that is treated as confidential by the disclosing Party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally. Contractor has identified the following as its Confidential Information (which includes confidential, proprietary, and trade secret

information of Contractor, its affiliates and their respective licensors and suppliers): (i) models, attributes, weights, data structures, Contractor's PINs, pricing structures, and application programming interfaces, (ii) the Agreement, and (iii) any other types of information applicable to the Services as maybe identified in a schedule and (iv) any copies or derivatives of such data or information.

b. All Confidential Information disclosed to the other Party is deemed to be confidential, restricted and proprietary to the disclosing Party. The Party receiving Confidential Information of the other Party must apply the same care to avoid disclosure or unauthorized use of the Confidential Information as it applies to protect its own similar confidential information, but in no event less than commercially reasonable care. Confidential Information supplied by an Affected Individual (whether or not he or she becomes a Subscriber) is handled in strict accordance with this provision and will be withheld as appropriate from all third parties, including the SBA. In accordance with the terms of the Contractor Privacy Policy, SBA shall not be permitted access to any Confidential Information being disclosed during provision of Consumer Products by Contractor directly to any Affected Individuals including its Subscribers. This includes but is not limited to: (i) Contractor identity protection support activities; (ii) Contractor website's end user activities; and/or (iii) any communication between Contractor and an Affected Individual via any other method or common carrier. Notwithstanding the foregoing, the SBA may obtain redacted call recordings from Contractor upon request for purposes of monitoring Contractor's service. Contractor shall retain call recording for one year from the date of the call. Contractor and SBA will mutually agree to the number of redacted calls to be provided in the applicable Order Form(s).

d. Unless otherwise agreed in writing or contemplated herein, Confidential Information (i) shall not be copied, distributed, disclosed, used or disseminated in any way or form by the receiving Party without the prior written consent of the disclosing Party except as required to provide the Consumer Products; (ii) shall be maintained in confidence, and may only be disclosed to those employees, officers, directors, agents and counsel of the receiving Party or its affiliates who have a need to know in order to use the Confidential Information to provide the Services and have agreed to hold the Confidential Information in confidence subject to the restrictions of this Agreement; (iii) shall be used by the receiving Party only in connection with the performance of its obligations under this Agreement; and (iv) shall remain the property of and be returned together with all copies of such information, to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon request of the disclosing Party. At the request of the disclosing Party, the receiving Party will furnish a certificate of an officer of the receiving Party certifying that Confidential Information not returned to disclosing Party has been destroyed to the extent required.

e. The parties agree that the term "Confidential Information" does not include information which (i) has been or may in the future be published or is now or may in the future be otherwise in the public domain through no fault of the receiving Party; (ii) prior to disclosure pursuant to this Agreement is property within the legitimate possession of the receiving Party; (iii) subsequent to disclosure pursuant to this Agreement is lawfully received from a third party having rights in the information; and (iv) is independently developed by the receiving Party without access to such Confidential Information. In addition, the receiving Party may disclose Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other

governmental body and only provided that, to the extent permitted by applicable law, the receiving Party provides advance written notice thereof to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the disclosing Party, the receiving Party shall disclose only that portion of the Confidential Information which it believes it is legally required to disclose. Confidential Information so disclosed shall continue to be deemed Confidential Information as between the parties hereto unless otherwise provided herein.

f. This section is applicable to the maximum extent permitted by Florida law.

g. Notwithstanding the foregoing, the parties agree to the terms set forth in Schedule D, Data Security Terms.

8) Use of Contractor Service/Trademarks.

Contractor and its licensors reserve all rights not expressly granted to the SBA in this Agreement, and nothing in this Agreement or the relationship between Contractor and the SBA shall be deemed to grant any implied right or license. Except for the license rights expressly granted herein, this Agreement grants no additional or express license, right or interest in the Services or in any copyright, patent, trade secret, trademark, invention or other intellectual property rights of Contractor, its affiliates or their licensors.

9) Warranties.

The SBA represents and warrants to Contractor that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) all information provided by the SBA to Contractor is accurate in all material respects to the best of its knowledge; (c) by entering into this Agreement and performing hereunder, the SBA will not be violating or breaching any other agreement or obligation.

Contractor represents and warrants to the SBA that it (a) has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) will provide the Services under this Agreement in a professional manner; and (c) will not provide, in any public communication (including press releases and communications with the Affected Population), any representation, description or other statement regarding the SBA or its affiliates in any way other than as approved in writing in advance by the SBA. THE WARRANTIES PROVIDED IN THIS SECTION ARE THE ONLY WARRANTIES ERR PROVIDES TO SBA WITH RESPECT TO THE SERVICES. CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED BY CONTRACTOR HEREUNDER. CONTRACTOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES AND SBA ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED “AS-IS”.

THIS SECTION IS APPLICABLE TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.

10) Indemnification.

- (a) To the extent permitted by applicable law, SBA will indemnify, defend, and hold Contractor and its Affiliates, and their respective directors, officers, shareholders, employees and agents (collectively, the “Contractor Indemnified Parties”), harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including by way of example only, Contractor’s cost of responding to a subpoena in any cause of action where SBA is a named party), including reasonable

attorneys' fees (collectively, "Damages"), which may be asserted against or incurred by any of the Contractor Indemnified Parties, arising out of or resulting from (a) any claim related to SBA's data breach, including, but not limited to, a claim arising from any relationship between SBA and Affected Population (contractual, at law or otherwise), (b) SBA's failure to maintain security measures or comply with any applicable law, (c) SBA's gross negligence or willful misconduct in performing any of its obligations hereunder, or (d) SBA's breach of any provisions of this Agreement.

- (b) 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) resulting or arising from or in any way related to the Contractor's breach of data security, gross negligent or fraud, willful misconduct, violation of applicable law, Contractor's handling or use of Subscriber Data, or Contractor's material breach of any provisions of this Agreement.

A Party seeking indemnification under this Agreement must provide prompt written notice of the claim to the other Party. The indemnifying Party will assume sole control over the defense or settlement of the claim at its expense but will not consent to the entry of any judgment or settlement that provides for non-monetary relief without the consent of the indemnified Party. The indemnified Party will provide the indemnifying Party all information, assistance and authority to reasonably evaluate the claim and effect any defense

or settlement, and may at its sole option and expense, engage separate counsel to participate in (but not control) the defense or settlement of the claim.

11) 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:

(a) Keep and maintain public records required by the SBA in order to perform the services under the Agreement;

(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 Agreement and following completion of the Agreement if the Contractor does not transfer the records to the SBA; and

(d) Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 public agency. mutually agreed upon.

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 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

12) Right to Audit.

a. During the term of the Agreement and for a period of one (1) year following the conclusion of any Consumer Products provided by Contractor, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to audit any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement

(the “Records”) if Contractor has provided Consumer Products and if there has been a Triggering Event. “Triggering Event” shall be defined as one of the following conditions have happened: (i) Contractor has had a security incident resulting in data loss, (ii) Contractor is in breach of compliance with applicable law, (iii) a regulator has audited Contractor and published results that Contractor has unresolved issues from that audit, or (iv) Contractor is in material breach of this Agreement, which has not been cured within thirty (30) days. 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. During the term of the Agreement and for a period of one (1) year following the conclusion of any Consumer Products provided by Contractor, 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 retention periods described herein, then this Section 12 shall survive in its entirety until the conclusion of such inspection, review and/or audit. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 12 may include, without limitation, the Contractor’s compliance with the terms of the Agreement in relation to Contractor providing the Services to the SBA, 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 in relation to Contractor providing the Services to the SBA.

b. The Contractor shall use best efforts to cooperate with the SBA and, if applicable, an independent public accountant or auditor and/or any federal or state auditor in connection with the audit under this Section 12. 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.

c. Except as set forth herein, the SBA shall bear the costs of any audit described in this Section 12. 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 the 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.

13) Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING LOST PROFITS AND LOST SALES, SUFFERED BY OR OTHERWISE COMPENSABLE, ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY AND/OR ITS AFFILIATES FOR DAMAGES (i) CONCERNING THE PERFORMANCE OR NON-PERFORMANCE BY A PARTY OF ITS OBLIGATIONS HEREUNDER, OR (ii) IN ANY WAY RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE PROVISION OF THE SERVICES, AND INCLUDING INDEMNIFICATION OBLIGATIONS SET

FORTH UNDER THIS AGREEMENT), REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEE PAID BY SBA TO CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT IN AGGREGATE IN THE PRIOR TWELVE (12) MONTHS. THIS SECTION IS APPLICABLE TO THE EXTENT PERMITTED UNDER FLORIDA LAW.

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 Agreement, the Contractor will transfer SBA Data 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) Subcontractor/Agents.

The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under the agreement.

16) References and Marketing.

Contractor may not identify the SBA or use the SBA's likeness, logo, or any statements the SBA provides for purposes of marketing or customer references without the SBA's express prior written consent.

The SBA may not refer to the services, Contractor or its affiliates in any form or format unless expressly approved by Contractor in writing in advance.

Both parties must agree on the timing and complete content of any and all public communications (including but not limited to press releases) which pertain to this Agreement or the provision of the Consumer Products. SBA may in no event refer to the Services, Contractor or its affiliates in any form or format in any public forum unless expressly approved by Contractor in writing in advance.

17) Compliance.

Both parties represent and warrant that they are in compliance with, and agree and covenant that they will at all times during the term of the Agreement 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).

18) Transparency in Contracting.

Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information Contractor has specifically identified and redacted from this Agreement as set forth in Exhibit A, Contractor hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the Parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information Contractor has specifically identified and redacted from any such amendment or addenda at the time Contractor delivers an executed counterpart of such to the SBA, Contractor hereby agrees that the SBA is authorized to post any such amendment or addendum and a

description of the contents thereof on the SBA's website. Contractor hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

19) Assignment.

Neither Contractor nor the SBA shall assign, subcontract, or otherwise transfer its rights and duties under this Agreement without prior written approval from the other Party, which will not be unreasonably withheld.

20) Independent Contractor.

In performing their respective duties under this Agreement, each of the Parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, employment, partnership or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship.

21) Governing Law; Venue.

This Agreement 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 this Agreement 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.

22) Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document.

23) Survival.

Sections 10, 12, and 14 will survive any termination or expiration of the Agreement and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed.

24) Entire Agreement.

This Agreement 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 the parties 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 the parties.

25) Miscellaneous.

It is the Parties' understand and intend that any requests by the SBA will be in writing and that the SBA will not make copies of records on Contractor's premises when responding to a public records request pursuant to Chapter 119, Florida Statutes. Additionally, records provided by Contractor in response to a public records request will be provided in a manner technically feasible to Contractor.

26) Waiver.

A waiver by either Party of any breach of this Agreement by the other Party shall not be considered a waiver by that Party of any subsequent or other breach by the other Party.

27) Force Majeure.

Nonperformance of either Party (except for payment obligations) will be excused to the extent that performance is rendered impossible by any event beyond the control or

authority of either Party, which prevents such Party from complying with any of its obligations under the Agreement, including but not limited to: (i) acts of God (such as, but not limited to, fires, earthquakes, drought, tidal waves and floods); (ii) war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, mobilization, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of Contractor or of its subcontractors; (v) acts or threats of terrorism, including but not limited to destructive cyber attacks; (vi) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (vii) catastrophic failure of the Internet, extended telecommunication system outages, catastrophic power outages, or any other unforeseeable or events beyond the control of a Party against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts.

28) Notice.

All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective, if addressed or sent to the other party at the address or number indicated below (or such other address or number provided in writing by the party), (i) on the date of actual receipt if provided by hand delivery, certified or registered mail (return receipt requested), United States Express Mail, or courier service (e.g. Federal Express or UPS) or (ii) on the date sent if provided by facsimile transmission confirmed afterwards as soon as reasonably possible by telephone

call, first-class mail, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machine.

If to the SBA:

if mailed:

State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Attention: Executive Director

if hand delivered or express
mail/courier service:

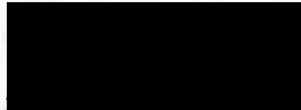
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Attention: Executive Director

If to Contractor:

Experian Reserved Response, Inc.
1501 S. Mopac Expressway
Austin, TX 78746
Attn: Legal Dept.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their respective officers on the date first above indicated.

STATE BOARD OF ADMINISTRATION
OF FLORIDA



Ashbel C. Williams
Executive Director & CIO

EXPERIAN RESERVED RESPONSE,
INC.



Name: **MICHAEL L. BRUEMMER**
Title: **VP CONSUMER PROTECTION**

Approved as to legality:



Elizabeth R. Stevens
Assistant General Counsel

SCHEDULE A

of the Agreement between Experian Reserve Response, Inc. (“Contractor”)
and
the State Board of Administration of Florida (“SBA”)

SCOPE OF SERVICES

Contractor will provide the following services:

Contractor’s Team

Contractor will provide a dedicated team of experts to the SBA. This will include:

Reserved Response “RR” Account Director

RR Account Directors are responsible for contract renewals, expansion of services and solutions for the SBA. RR Account Directors will also manage the relationship on an ongoing basis for the SBA in the Reserved Response program through the initial readiness journey and complete the SBA Breach Response Playbook. RR Account Directors work with the operational teams to activate the SBA SLAs and provide support to the Incident Response Manager should the SBA experience a breach.

Client Engagement Manager “CEMs”

CEMs manage the SBA breach response in a calm and reasonable manner and advise on breach response best practices. They coordinate breach response operations with other operational teams. They are subject matter experts supporting the RR Account Director in annual exercises and development of the Breach Response Playbook.

Support Readiness Coordinators “SRCs”

SRCs are responsible for the execution and implementation of services related to customer support. They oversee campaign implementation with the CEM by coordinating activity across departments and monitoring risks while managing deliverables and making decisions based on the SBA’s needs. They manage call center metrics reporting, escalation management and overall customer satisfaction for SBA campaigns. SRCs are the call center support subject matter experts supporting the CEM and RR Account Directors in annual exercises and development of the Breach Response Playbook.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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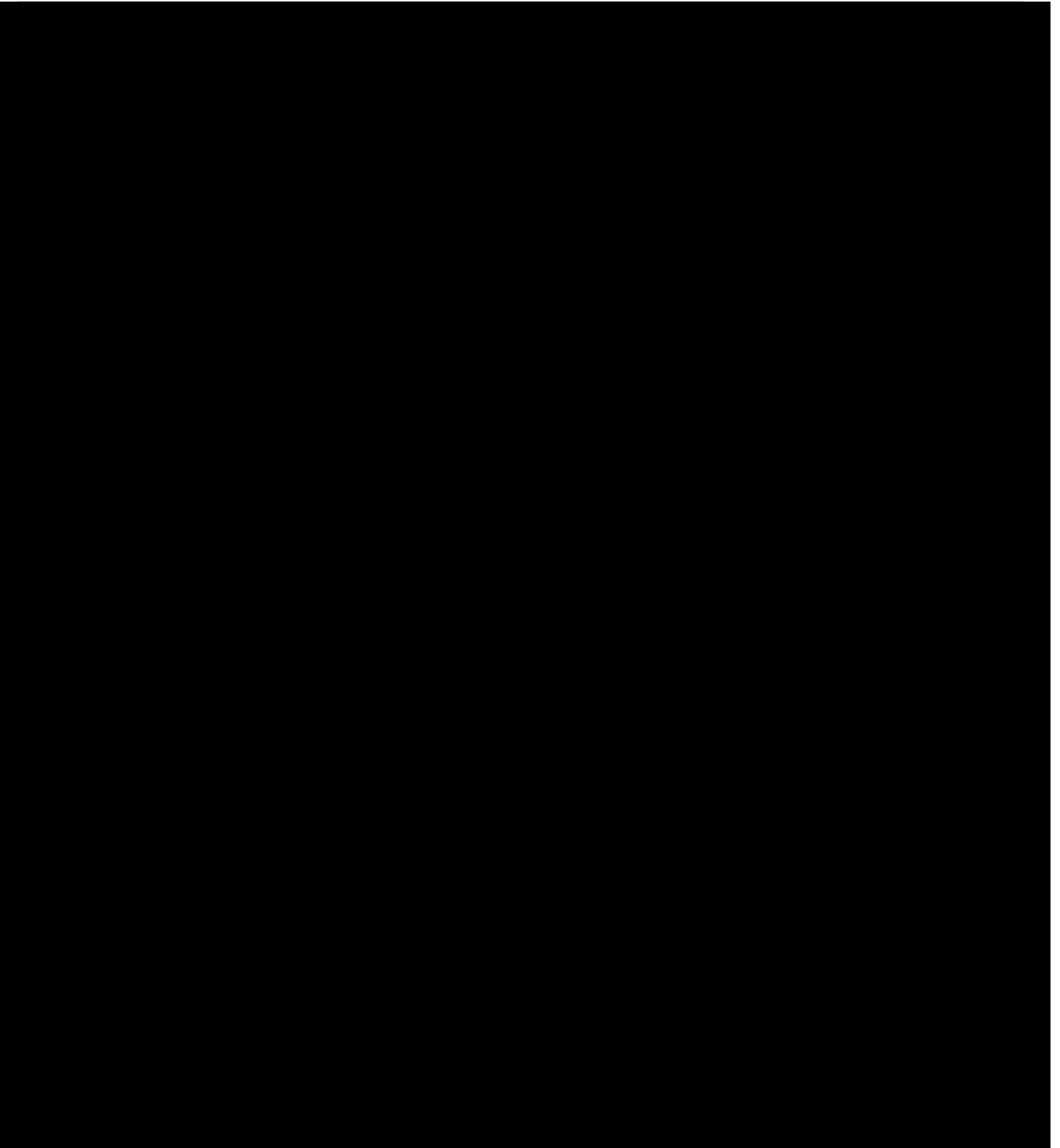
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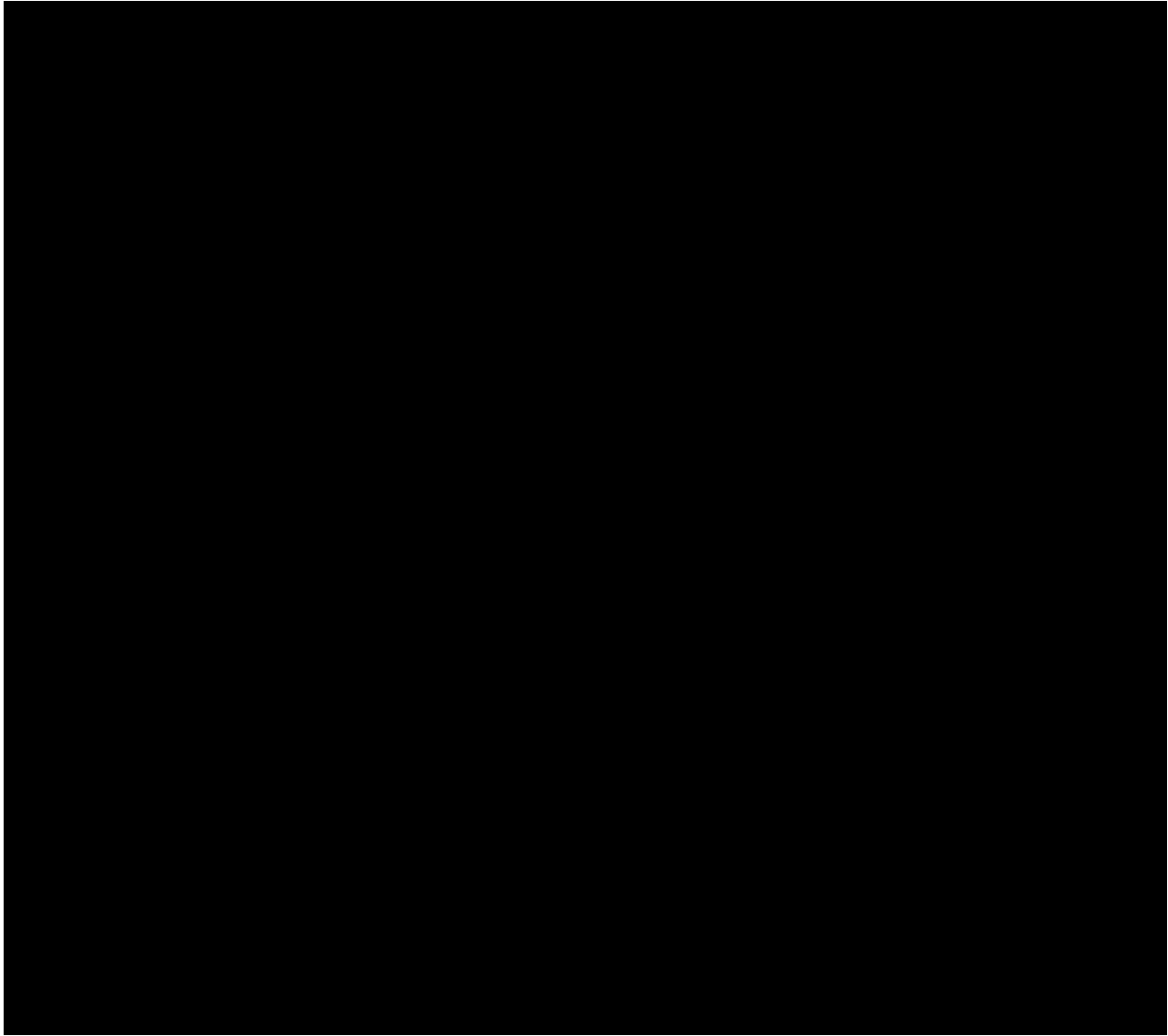
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SCHEDULE D

of the Agreement between Experian Reserved Response, Inc. (“Contractor”)
and
the State Board of Administration of Florida (“SBA”)

DATA SECURITY TERMS

1. **Data Security; SBA Data.** The Contractor shall comply with the Experian Global Security Office policies and PCI-DSS, SSAE18 SOC2 Type II, NIST SP-800-53 standards. The Contractor shall provide notice as soon as reasonably possible to the SBA in the event it becomes aware of any confirmed security breach or any confirmed unauthorized transmission or loss of any SBA Data or Subscriber Data.

3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data or Subscriber Data in Contractor’s possession is confirmed the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, providing Experian services including all notifications to third parties and credit monitoring services, in addition to any other damages the SBA may be entitled to by law or the Agreement. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data or Subscriber Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.

4. **Security Audits.** Contractor will conduct annual network penetration tests or security audits of Contractor’s systems where SBA Data resides.

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 shall only be available to authorized Contractor Representatives that have a legitimate business need.

6. **Encryption.** The Contractor shall encrypt all SBA Data, in transmission and at rest, in compliance with PCI-DSS.

7. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Agreement. 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.

8. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA production data.

9. **Data Security Procedures.** The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Agreement and to ensure no unauthorized access to data or databases by individuals or entities. The Contractor shall ensure that access to data and databases 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.)

10. **Ownership of Data.** The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as required to provide the product/services in this Agreement. 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.

11. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Agreement, 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.

EXHIBIT I

FLORIDA INFORMATION PROTECTION ACT SUMMARY

The Florida Information Protection Act of 2014 (FIPA), Section 501.171, Florida Statutes, pertains to the security of confidential personal information held by certain entities (including the SBA) in an electronic format. The law imposes certain affirmative data protection duties and provides a specific framework for providing notice in the event of a data breach.

“Personal information” is defined under the Act as either:

- (1) an individual’s name (first and last, or first initial and last name) in combination with one of more of the following: (a) social security number; (b) driver license/identification card number, passport number, or military identification number, (c) financial account/credit card/debit card number, in combination with any required security code, access code or password that is necessary to permit access to the individual’s financial account; (d) medical information (history, condition, treatment, diagnosis); (e) health insurance policy number or subscriber number together with any unique identifier for the individual; or,
- (2) a user name or email address, in combination with a password or security question and answer that would permit access to an on-line account.

*Note: Personal information for FRS members (the term “FRS member” includes both Pension Plan and Investment Plan active members, retirees, and beneficiaries) is located in several locations, including an internal database maintained by the Division of Retirement, an online portal, internal networks, and on printed material. The SBA also maintains personal information relating to active, prior, and potential employees/dependents, and Florida Prepaid College data.

Required Notices:

FIPA requires several notifications in the event of a breach, which are as follows:

(1) Notice to the Department of Legal Affairs:

The SBA is required to notify the Department of Legal Affairs (“Department”) if there is any breach of security that would impact 500 or more individuals in Florida. The notice is to be

provided no later than 30 days after the determination of a breach occurred. This notice must include a synopsis of the events surrounding the breach; the number of individuals in Florida who were, or who potentially were, affected by the breach; any services that the SBA is offering, without charge, to individuals affected by the breach, as well as the instructions provided as to how to use such services; a copy of the notice provided to the affected individuals (as discussed in (2) below); and contact information for a designated employee of the SBA who has further information concerning the breach. In addition, it may be necessary to provide, upon the request of the Department, a copy of any police report, incident report, or computer forensics report; a copy of applicable policies that are in place concerning security breaches; and a description of any steps that have been taken to rectify the breach.

(2) Notice to Affected Individuals:

Each individual located in Florida whose personal information was, or could have been, accessed as a result of the breach must be notified by the SBA as expeditiously as possible, but no later than 30 days after a determination is made that a breach occurred or likely occurred, unless a law enforcement agency is investigating the breach and has requested, in writing, that the notification be delayed for a specified period of time to allow the investigation to proceed.

Generally, any required notice to individuals impacted by the breach must be sent either to the mailing address of the affected individual or the email address of such individual, and must set forth the date(s) of the breach; the personal information that as, or is believed to have been, accessed as a result of the breach; and information that can be used by the individual to contact the SBA concerning the breach. However, the SBA may provide substitute notice in lieu of direct notice if such direct notice is not feasible because the cost of providing notice would exceed \$250,000, because the breach affects more than 500,000 persons, or because the SBA does not have the email or mailing address for the affected individuals. Such notice shall include (i) a conspicuous notice on the SBA's website, and (ii) notice in print and to broadcast media, including major media in urban and rural areas where affected individuals reside.

Exceptions to the Notice to Individuals Requirement:

Individuals are not required to be notified if following an appropriate investigation and consultation with relevant state, local or Federal law enforcement authorities, a determination is made that the breach will not likely result in identity theft or any other financial harm to the individuals whose personal information has been accessed. However, any such determination must be documented in writing and the documentation must be maintained by the SBA for at least 5 years. Further, the Department of Legal Affairs must be notified of the determination within 30 days.

(3) Notice to Credit Reporting Agencies:

If it is discovered by the SBA that more than 1,000 individuals are required to be notified of the breach upon a single occurrence, then the SBA is also required to notify all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis as defined in the

Fair Credit Reporting Act (15 USC section 1681a(p)) of the timing, distribution and content of the notice.

(4) Notice by Third Party Agents.

If there is a breach of security in a system maintained by a third-party agent on behalf of the SBA, the agent is required to notify the SBA of the breach no later than ten (10) days after the breach occurred or likely occurred. Upon receipt of the notice, the SBA is required to provide the notices to the Department and to all affected individuals as described above.

The third-party could provide notice on behalf of the SBA, but if it fails to do so, then the SBA will be treated as if it failed to provide the required notices and it will be charged with all applicable penalties.

Disposal of Customer Records - Only Applies to Non-Governmental Entities

When records, both physical and electronic, held by a non-governmental entity and containing personal information no longer are needed or required to be maintained, then the covered non-governmental entity and third-party agent is required to dispose of such records in a manner that will make the personal information in such records no longer readable or decipherable.

Penalties for Non-Compliance

Any violation of FIPA may lead to the SBA and/or third-party agent being charged with an unfair or deceptive trade practice by the Department, and the civil penalties applicable (actual damages) thereunder. [Note: FIPA does not establish a private cause of action].

Further, failure to provide the required notice to the Department or affected individuals, could lead to a civil penalty, of up to \$500,000. This penalty will be in the amount of \$1,000 per day, up to the first 30 days, that the required notice is not given. Thereafter, the penalty will be in the amount of \$50,000 for each subsequent 30-day period, up to 180 days. After the failure extends past 180 days, the penalty will be in an amount not to exceed \$500,000.

Impact on the SBA and Steps Taken to Ensure Compliance.

Based on the definition of “personal information” and the fact that 500 or more individuals in Florida have to be impacted before the reporting provisions of FIPA are triggered, FIPA’s primary impact on the SBA includes, but is not limited to, ODCP and its FRS member records, active, prior, and potential SBA employees/dependents, and Florida Prepaid College data.