



**CYGILANT, INC.
MASTER SERVICES AGREEMENT**

PLEASE READ THE TERMS AND CONDITIONS OF THIS MASTER SERVICES AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE PROCEEDING TO USE THE CYGILANT, INC. AND ITS AFFILIATES ("CYGILANT") SERVICES.

THIS AGREEMENT, INCLUDING ANY ADDENDA OR EXHIBITS INCORPORATED HEREIN, REPRESENTS THE ENTIRE AGREEMENT WITH RESPECT TO THE SERVICES, INCLUDING ANY EVALUATION OR FREE TRIAL WITH RESPECT TO SUCH SERVICES, BETWEEN CUSTOMER AND CYGILANT.

CYGILANT HAS DEVELOPED AND OWNS OR HAS THE RIGHT TO LICENSE THE SERVICES. THE SERVICES ARE COPYRIGHTED, PATENTED OR PROTECTED BY TRADE SECRET LAW AND THEIR USE IS LICENSED (NOT SOLD) TO YOU (EITHER AS AN INDIVIDUAL, CORPORATION, OR OTHER ENTITY) AS A "CUSTOMER." BY USING THE SERVICES OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR ACKNOWLEDGING "I ACCEPT", CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER SHOULD NOT USE THE SERVICES.

TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement:

- 1.1. Affiliates** means any entity that directly or indirectly controls, is controlled by, or under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.
- 1.2. Authorized Use** means use of the Services in the manner specified in the Documentation.
- 1.3. Co-Managed Services** means the products and services set forth in the applicable Order Form and in the Cygilant Co-Managed Services description document.
- 1.4. Content** means information obtained by Cygilant from Cygilant content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.
- 1.5. Documentation** means any specification and use documentation made available by Cygilant to its customers generally with regard to the Services.
- 1.6. Evaluation Services** means Services licensed to Customer by Cygilant and delivered solely for evaluation by Customer under this Agreement. Special terms applicable to Evaluation Services are set forth in this Agreement.
- 1.7. Customer Data** means electronic data and information submitted by Customer to Cygilant or collected and processed by or for Customer using the Services.
- 1.8. Managed Node** means any Cygilant-supported device, application, server workstation, IP Address or networked device from which Cygilant collects and/or receives any form of data.
- 1.9. Managed Services** means the products and services that are provided to Customer by Cygilant pursuant to a "cloud" based model or at Customer's facility, as elected by Customer. The Managed Services may include one or more of the following: consultation by Cygilant technical staff; security

monitoring and incident notification as a service (“SMaaS”); security process guidance; management and configuration of Cygilant and/or Third Party Software or technology, Log Management as a service (“LMaaS”), SIEM as a service, and/or any new service that maybe introduced or offered by Cygilant in the future as described in the Documentation and/or on the then-current Cygilant website.

1.10. Order Form means a purchase order or other ordering document received by Cygilant from Customer or an authorized Cygilant Reseller on behalf of Customer specifying the type of Services to be provided hereunder that is entered into between Customer and Cygilant, including any addenda and supplements thereto.

1.11. Parties means both Cygilant and Customer.

1.12. Resellers mean entities that are authorized by Cygilant to resell Cygilant Services.

1.13. Services mean, collectively, Co-Managed Services and Managed Services.

1.14. Third Party Software means computer software owned by third parties, licensed to Cygilant, and redistributed by Cygilant to its customers as part of the Services.

1.15. User means an end user who is authorized by Customer to use the Services and to whom Customer (or Cygilant at Customer’s request) has supplied a User identification and password. Users may include, for example, Customer’s employees, consultants, contractors and agents and third parties with which Customer transacts business, who are bound by the terms of this Agreement.

2. EVALUATION OF SERVICES. Cygilant may agree to allow Customer to evaluate the Services with respect to a limited number of nodes or IP addresses for a no charge evaluation of the Services for a designated evaluation period. Upon the expiration of such designated evaluation period, the Evaluation Services license shall automatically terminate. Cygilant shall have no obligation or responsibility to store or preserve any Customer Data upon the expiration of such designated evaluation period. Title to the Evaluation Services shall at all times remain with Cygilant.

Customer shall be responsible for the proper use and deployment of the Evaluation Services; use the Evaluation Services solely for the limited purpose of evaluating the Services; and, take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation Services in furtherance of its permitted use to ensure that all of its obligations are satisfied.

If Customer continues Cygilant’s services following the Evaluation Period, upon expiration of the Evaluation Period, Cygilant will continue to store and preserve Customer Data obtained during the Evaluation Period for the duration of the contract period between the Parties in accordance with the Agreement.

CYGILANT DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION SERVICES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

THIS SECTION IS APPLICABLE TO THE FULLEST EXTENT NOT PROHIBITED OR LIMITED BY FLORIDA LAW.

3. CYGILANT RESPONSIBILITIES.

3.1. Provision of Managed Services. Cygilant will (a) make the Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant’s reasonable control, including but not limited to, for example, Customer’s network is down, Cygilant is not able to remotely

connect to Customer networks, Customer's nodes or IP addresses under management fail to send data, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack.

3.2. Provision of Co-Managed Services. Cygilant will (a) make the Co-Managed Services available to Customer pursuant to this Agreement and the applicable Order Forms, and (b) use commercially reasonable efforts to provide Co-Managed Services as defined in the Documentation, except for: (i) planned downtime; and (ii) any unavailability caused by circumstances beyond Cygilant's reasonable control, including but not limited to, for example, Customer's network is down, Cygilant is not able to remotely connect to Customer networks, Customer's nodes or IP addresses under management fail to send data to Cygilant system, Co-Managed application that is licensed and managed by the Customer is down or fails to collect data needed by Cygilant to deliver Co-Managed services, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Cygilant employees), Internet service provider failure or delay, cloud service provider failure or delay, non-Cygilant application, or denial of service attack. Notwithstanding the foregoing, this section does not relieve Cygilant from its obligations to use best efforts to minimize unavailability in the event of a force majeure event described herein.

3.3. Protection of Customer Data. Cygilant will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by Cygilant personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as Customer expressly permits in writing.

3.4. Cygilant Personnel. Cygilant will be responsible for the performance of Cygilant personnel (including Cygilant employees and contractors) and their compliance with Cygilant obligations under this Agreement, except as otherwise specified herein.

4. USE OF CO-MANAGED SERVICES.

4.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Co-Managed Services are purchased as subscriptions for the designated subscription term as set forth in the applicable Order Form, (b) subscription for new or additional Co-Managed Services may be added at any time.

4.2. Usage Limits. Co-Managed Services shall be subject to the usage limits set forth in the Cygilant Co-Managed Services description document.

4.3. Customer Responsibilities. Customer shall cooperate with and assist the Cygilant Services Team in the performance of the Co-Managed Services, and will provide the resources necessary for the Services Team's performance hereunder as specified. Customer shall provide a list of authorized contact information (including name, phone, email, etc.) for both business hours and after hours. Customer shall appoint a contact designated to work with the Services Team for all aspects, including escalations, related to the Co-Managed Service(s) that will have authority to act on behalf of Customer.

Customer shall provide Cygilant with volume or node or number of IP license changes to the Co-Managed Application and Cygilant shall have the right from time to time upon prior written notice to audit Customer's use of the Co-Managed Services to confirm that such use complies with the applicable Co-Managed Services purchase order(s).

5. USE OF MANAGED SERVICES.

5.1. Subscriptions and Subscription Term. Unless otherwise provided in the applicable Order Form, (a) Managed Services are purchased as subscriptions for the designated subscription term as set forth in

the applicable Order Form, (b) subscription for new or additional Managed Services may be added at any time.

5.2. Usage Limits. Managed Services pursuant to a “cloud” based model or at Customer’s designated facility, as elected by Customer, are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (a) a quantity in an Order Form refers to Managed Nodes and the Managed Services may not be used to manage more than that number of Managed Nodes, (b) the Order Form shall specify the type of service(s) purchased and the terms for each service offering, and (c) the Order Form shall specify the quantity ordered for each type of Managed Services purchased. If Customer exceeds a contractual usage limit or exceeds Cygilant’s then-current usage limits, Cygilant will work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding Cygilant’s best efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Managed Services promptly upon Cygilant’s request, and/or pay any invoice for excess usage in accordance with this Agreement. Cygilant may, at its sole option, modify usage limits. For a “cloud” based model, Customer shall purchase from Cygilant a “Cloud Server”, conditioned on the number of applicable nodes and Cygilant designated “cloud data storage”, conditioned upon the applicable file size, in addition to the Managed Services. If the total data storage exceeds the amount purchased, Cygilant will invoice the Customer for the overage and work with the Customer to help them move to the next tier of storage for an additional fee.

5.3. Customer Responsibilities. Customer will (a) be responsible for its' compliance with this Agreement, (b) use commercially reasonable efforts to prevent unauthorized access to or use of Managed Services, and notify Cygilant promptly upon discovery of any such unauthorized access or use, (c) use Managed Services only in accordance with the Documentation and applicable laws and government regulations. Customer shall not disclose any Confidential Information of Cygilant to any competitor of Cygilant. Customer will comply with any Customer responsibilities or assistance obligations with respect to implementing the Managed Services as set forth in the applicable Cygilant Documentation. Customer shall configure the nodes or IP addresses and network in order to send data to Cygilant application that resides on Customer designated location or in the Cloud. Customer, not more than once per calendar quarter, may download applicable data from the cloud to Customer’s network.

6. USAGE RESTRICTIONS.

Subject to the terms and conditions of this Agreement, Cygilant hereby grants to Customer a limited, nonexclusive, non-sublicenseable and non-transferable license, on a subscription basis as set forth in the applicable Order Form, under Cygilant’s intellectual property rights to install, and if applicable evaluate, the Services solely for Authorized Uses. The Services include proprietary information owned by Cygilant or its third party licensors and the Services and the Documentation are provided to Customer solely under license and not for sale. Cygilant and its third party licensors will continue to own their respective interests and intellectual property rights in the Services and will be entitled to terminate this Agreement upon any breach by Customer of this Agreement.

Cygilant reserves the right to make changes to any Services whenever such changes, (a) are required for safety, (b) facilitate performance in accordance with specifications, or (c) represent substitutions and modifications in accordance with applicable Services performance specifications, provided however that such changes shall not impede Customer's Authorized Use of any Services.

Customer shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, or otherwise reverse engineer any Services, or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any Services by any means whatsoever, except to the extent applicable laws specifically prohibit such restrictions, (b) modify, adapt,

translate, or create derivative works based upon any Services (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in any Services in any form to any other party, unless as an authorized reseller or authorized provider of Cygilant pursuant to a written agreement with Cygilant, (d) use any Services on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than an Authorized Use; or (e) disclose to any third party any underlying ideas or algorithms, performance information, test results or analyses learned by Customer or created by or for Customer (including, without limitation, benchmarks) relating to any Services. Customer shall only have the rights with respect to the Services expressly set forth in this Agreement; all other rights are expressly reserved to Cygilant and its licensors.

Customer acknowledges that the Services, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Services, are and at all times shall remain the valuable property of Cygilant and its licensors, or their respective successors or assigns. Customer agrees that nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.

Customer agrees (a) not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the Services, and (b) that Customer is responsible for itself obtaining any additional software, hardware, or technologies not provided by Cygilant under this Agreement and required to access the Services, including but not limited to communications devices and Internet access services.

Cygilant may provide a certain toolset connectivity sensor solely that Cygilant can collect data to analyze and provide the Services to Customer.

Customer agrees to promptly notify Cygilant of any violation of any of the terms of this Agreement by Customer or others of which it becomes aware.

6.1. Removal of Content and Non-Cygilant Applications. If Cygilant is required by a licensor to remove Content, or receive information that Content provided to Customer may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly remove such Content from Customer's systems. If Cygilant receives information that a non-Cygilant application may violate applicable law or third-party rights, Cygilant may so notify Customer and in such event Customer will promptly disable such non-Cygilant application or modify the non-Cygilant application to resolve the potential violation. If Customer does not take required action in accordance with the above, Cygilant may disable the applicable Content, Services and/or non-Cygilant application until the potential violation is resolved.

7. PROPRIETARY RIGHTS AND LICENSES.

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Cygilant and Cygilant's licensors reserve all of Cygilant's right, title and interest in and to the Services, including all of Cygilant's related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. License by Customer to Host Customer Data and Applications. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, limited- term license to host, copy, transmit, analyze and display Customer Data as necessary for Cygilant to provide the Services in accordance with this Agreement.

7.3. License by Customer to Use Feedback. Customer grants to Cygilant and Cygilant's Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any

suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

7.4. Federal Government End Use Provisions. If applicable, Cygilant provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Cygilant to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

8. ORDERS. Customer will pay all fees with respect to the Services as defined herein as well as any other items specified in the Order Form. Except as otherwise specified herein or in an Order Form, (a) fees are based on Services purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable except as otherwise provided herein, and (c) quantities purchased cannot be decreased during the relevant subscription term. Each Customer purchase order or alternative document reasonably acceptable to Cygilant shall reference this Agreement and specify the items, Services and configurations of Services being ordered, contract length, their prices and payment terms. The purchase and license of the Services and the provision of Services shall be governed by the terms of this Agreement. Any preprinted provisions of Customer's purchase orders or other terms that conflict with the terms of this Agreement shall not apply and the terms set forth in this Agreement shall control. Cygilant reserves the right to change its prices and related terms and conditions at any time without notice, provided that any such changes shall not affect orders already accepted.

9. PAYMENT. All payments with respect to the Services as defined herein as well as any other items shall be in U.S. Dollars unless noted otherwise in the Order Form and net thirty (30) days from the date of the Cygilant invoice. Amounts not paid within such thirty (30) day period shall bear interest at the rate of one and one-half percent (1.5%) per month or at the highest lawful rate, whichever is less, from the date such amount is due. Payment terms may be revised by Cygilant at any time with prior written notice upon any adverse change in Customer's payment history or financial status. Cygilant shall have the right to cancel any Order Form placed or to refuse or delay delivery or performance or suspend any Services for failure of Customer to make any payments due Cygilant in accordance with the terms of this Agreement. If applicable, Customer will pay all sums equal to taxes (including, without limitation, sales, withholding, value-added, and similar taxes) and any duties paid or payable, however designated, levied or based on amounts payable to Cygilant under this Agreement, but exclusive of taxes based on Cygilant's net income, and will reimburse Cygilant for any such sum that Cygilant is required to collect or pay with respect to transactions under this Agreement. For any orders issued by Customer to Reseller, payment terms shall be as agreed between Customer and Reseller. CYGILANT shall have the right to cancel any order placed or to refuse or delay delivery or suspend any Services or terminate performance for failure of RESELLER to make any payments due CYGILANT under the terms of this Agreement or any reseller agreement. Payment terms with respect to Services ordered from an authorized Cygilant Reseller shall be by and between Reseller and the End User. Notwithstanding the foregoing, Client will not be billed directly by Cygilant but will instead be billed through SHI.

10. THIRD PARTY SOFTWARE. Cygilant will redistribute certain Third Party Software to Customer for Customer's use with the Services. As a condition of its use of the Third Party Software, Customer agrees to familiarize itself with, and to comply with and be responsible for observing, the conditions and

restrictions required of software users by the owners of such Third Party Software as referenced at <https://www.cygilant.com/cygilantpdf/Cygilant%20Third%20Party%20Software.pdf>. Client agrees to the Third Party Software terms and conditions to the fullest extent not prohibited or limited by Florida law.

11. DISCLAIMER. CYGILANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CYGILANT SPECIFICALLY DOES NOT WARRANT THAT: (I) THE SERVICES SHALL MEET ALL OF CUSTOMER'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER, (II) THE OPERATION OF THE SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED, (III) ALL ERRORS OR DEFECTS IN THE SERVICES SHALL BE CORRECTED, OR (IV) ANY SECURITY MECHANISMS IMPLEMENTED BY THE SERVICES WILL NOT HAVE INHERENT LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE THIRD PARTY SOFTWARE AND ANY EVALUATION SERVICES ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY CYGILANT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY CYGILANT EMPLOYEES, A RESELLER OR OTHERWISE, SHALL BE DEEMED A WARRANTY BY CYGILANT FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF CYGILANT WHATEVER UNLESS CONTAINED IN THIS AGREEMENT.

THIS SECTION IS APPLICABLE TO THE FULLEST EXTENT NOT PROHIBITED OR LIMITED BY FLORIDA LAW.

12. INFRINGEMENT

12.1. Indemnity by Cygilant. If a third party acting against Customer claims, threatens to claim, or obtains a judicial or administrative determination that Services, as defined herein, infringe its patent, copyright, or trade secret rights, Cygilant shall have the option, at its own expense and at its sole option, to (a) defend Customer at Cygilant's expense and pay all damages awarded by a court of competent jurisdiction, (b) obtain for Customer the right to continue using the infringing item, (c) replace the infringing item or modify it so that it shall become non-infringing with no substantial degradation, or (d) remove the infringing portion of the Services and refund the proportional fee that Customer paid for such portion, pro rata, or on a five-year straight-line depreciation basis, as applicable, provided that Customer shall promptly notify Cygilant in writing of the claim, and allow Cygilant to control, and cooperate with Cygilant in, the defense and any related settlement negotiations. In no event shall Cygilant's liability under this Section exceed the amount paid by Customer to Cygilant for any allegedly infringing Services.

12.2. Exception. Notwithstanding the provisions of this Section, Cygilant shall have no obligation to Customer for any claim arising from the license or use of any Services (a) that have been modified by a party other than Cygilant, (b) used to practice any process, or used in combination with other services not provided by Cygilant where such infringement would not have occurred but for such use in combination with such other services, (c) from failure of Customer to use updated Services provided by Cygilant for avoiding such infringement, or (d) that are Third Party Software, provided that Cygilant shall pass through to Customer any Third Party Software vendor's infringement indemnification terms and conditions. Cygilant shall not be bound by any settlement of any charge of infringement made without the prior written consent of Cygilant.

12.3. [RESERVED]

12.4. Limitation. THIS SECTION STATES THE ENTIRE LIABILITY OF CYGILANT AND ITS LICENSORS TO CUSTOMER AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY SERVICES FURNISHED BY CYGILANT UNDER THIS AGREEMENT.

13. LIMITATION OF LIABILITY

13.1. Limitation. IT IS EXPRESSLY AGREED THAT EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF LEGAL ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, SHALL IN NO EVENT EXCEED THE ACTUAL PAYMENTS RECEIVED BY CYGILANT OR THE RESELLER FOR THE SERVICES PROVIDED UNDER THIS CONTRACT, EXCEPT THAT NO SUCH LIMITATION ON DAMAGES SHALL APPLY TO LOSSES DUE TO EITHER PARTY'S BREACH OF EACH PARTY'S CONFIDENTIALITY OBLIGATIONS, OR CUSTOMER'S VIOLATION OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR CUSTOMER'S BREACH ANY OF THE LICENSES OR LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT OR AS OTHERWISE PROVIDED IN THIS SECTION.

13.2. No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, EXCEPT THAT NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION BY CUSTOMER OF CYGILANT'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS OR BREACH BY CUSTOMER OF ANY OF THE LICENSES OR LICENSE RESTRICTIONS CONTAINED IN THIS AGREEMENT. NEITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF A PARTY OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED IS EXCLUDED OR LIMITED, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

13.3. THIS SECTION 13 IS APPLICABLE TO THE FULLEST EXTENT NOT PROHIBITED OR LIMITED BY FLORIDA LAW.

13.4. THIS SECTION 13 IS NOT APPLICABLE TO CYGILANT'S, OR THE OWNER OF THIRD PARTY SOFTWARE'S, VIOLATION OF DATA SECURITY OR SECTION 12 OF THIS AGREEMENT.

14. TERM; TERMINATION

14.1. Term. This Agreement shall be effective from the effective date set forth in the Order Form and shall continue in full force and effect for the subscription term set forth in the Order Form or until terminated as set forth elsewhere in this Agreement. This Agreement shall not automatically renew. Any subsequent agreements must be in writing and signed by both parties.

14.2. General. Upon any material breach or default of this Agreement by either party, the other party shall have the right to terminate this Agreement and any licenses granted under it effective on thirty (30) days' prior written notice and a failure to cure such breach. This Agreement may also be terminated upon (a) bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee, (b) filing of a petition for bankruptcy or reorganization by or against the other party, (c) dissolution or liquidation of the other party, or (d) failure of Customer to pay any sum when due under or in connection with this Agreement. In the event of any termination of this Agreement by Cygilant for breach by Customer or any failure by Customer to comply with the non-renewal provisions of Section 14.1 (Term) of this Agreement, Cygilant shall have the right to accelerate all Services fees for the remainder of each subscription term. If Customer terminates the Agreement as provided in this section, Customer shall receive from Cygilant a prorated refund of the total fee paid by Customer.

14.3. Customer's Data Portability and Deletion. Upon request by Customer made within ninety (90) days prior to the effective date of termination or expiration of this Agreement, Cygilant will make Customer's Data available for Customer to export or download as provided in the Documentation for up to thirty (30) days after such termination or expiration at Cygilant's then current fees. After that thirty (30) day period, Cygilant will have no obligation to maintain or provide Customer's Data, and will thereafter delete or destroy all copies of Customer's Data in Cygilant's system or otherwise in Cygilant's possession or control as provided in the Documentation, unless legally prohibited.

14.4. Consequences. Upon termination of this Agreement for any reason, Customer shall promptly discontinue all use of the applicable Services and Documentation and delete/uninstall all Cygilant Software.

14.5. Survival. Any expiration or termination of this Agreement shall not modify any right or obligation of a party hereto, which arose prior to such expiration or termination.

15. GENERAL

15.1. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. Such notice shall be sent as set forth below. All notices will be simultaneously sent to the other party via electronic mail at the following addresses: for Customer Shon.Bynum@sbafla.com and Maureen.Hazen@sbafla.com; and for Cygilant rscott@cygilant.com and clattuca@cygilant.com. If the communication (including, but not limited to, non-renewal of this Agreement or an alleged breach of any maintenance and support services provisions of this Agreement by Cygilant) is from Customer to Cygilant, it shall be addressed to "Attn: President." If the communication is from Cygilant to Customer, it shall be addressed to the General Counsel.

15.2. Assignment. Each Party may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors, and administrators, as the case may be.

15.3. Waiver. The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

15.4. Severability. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

15.5. Governing Law and Jurisdiction. Unless otherwise specifically provided herein, this Agreement shall be governed by and construed under the laws of the Florida without regard to conflict of laws provisions. The federal and state courts sitting in Leon County, Florida shall have non-exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement. Each party hereto expressly consents to the personal jurisdiction of the courts of Florida. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.6. Entire Agreement. This Agreement (which includes Exhibits and Addenda), constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings

or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted purchase order or Order Form, the terms of this Agreement shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in this Agreement, any item or service furnished by Cygilant in furtherance of this Agreement, although not specifically identified in it or in a purchase order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by Customer and an authorized representative of Cygilant. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

15.7. Export Control. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Customer agrees to indemnify Cygilant, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control Section shall survive termination of this Agreement.

15.8. Use of Customer Name. Cygilant may not use Customer's name or logo without Customer's prior written consent: (i) in any Cygilant customer lists; (ii) on Cygilant's web site; and (iii) in any other Cygilant materials.

15.9. Independent Contractors. The relationship of Cygilant and Customer established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. For a period of two (2) years following the expiration or termination of this Agreement, Customer shall not directly or indirectly employ, solicit for employment or contract with any Cygilant personnel performing such Services for Customer under this Agreement.

15.10. Confidential Information. Each party acknowledges that by reason of its relationship to the other party under the provisions of this Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and Services that are confidential and of substantial value to the disclosing party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement. No information received from Cygilant shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that Customer agrees that any information in whatever form relating to (a) the Documentation and the underlying ideas, algorithms, techniques, knowhow, design, functionality, operational methods or coding of the Services, including but not limited to any complete or partial source or object code versions, and (b) performance information, test results, algorithms, techniques, Services roadmap and knowhow or analyses created by or for Customer (including, without limitation, benchmarks) relating to the Services, shall be deemed Confidential Information of Cygilant regardless of the presence or absence of any confidential markings or identification. Customer agrees not to disclose any Confidential Information to any competitor of Cygilant. Notwithstanding the foregoing, all information and material received by Cygilant from the Customer shall be considered Confidential Information unless otherwise required by Florida law.

The parties' obligations of non-disclosure under this Agreement shall not apply to information that: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction, or (e) except as otherwise provided above, is independently developed by the receiving party without resort to Confidential Information.

Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate. The receiving party's obligation of confidentiality shall survive this Agreement and shall be effective for so long as a receiving party is in possession of the disclosing party's Confidential Information.

Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information hereunder may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event each party shall be entitled to seek equitable relief to protect its interests, including but not limited to temporary restraining orders, preliminary and permanent injunctive relief, as well as money damages.

15.11. Professional Services. From time to time, Customer may retain Cygilant for the purpose of performing certain implementation, training, technical, consulting and/or other professional services (the "Professional Services") to Customer. In the event that Customer prepays for such Professional Services, Cygilant must perform such Professional Services within six (6) calendar months of the date of such prepayment or such prepayment shall be null and void and no credits shall be issued by Cygilant with respect to such prepayment. Notwithstanding the foregoing, credits for prepayment shall not expire if the delay beyond six (6) calendar months is caused by or a result of Cygilant.

15.12. [RESERVED]

15.3 The Schedule to this Agreement executed by the Parties is attached hereto and hereby incorporated into this Agreement as Schedule 1.

15.4 This Agreement replaces any click through agreement executed prior to or after the date of execution by any Customer employee. Customer does not agree to adherence to any click through agreement. All agreements and amendments thereto between the Parties must be in writing and signed by both Parties.

WHEREFORE, the parties agree to the terms set forth here, which shall be effective on
September 7, 2021.

Cygilant, Inc.

Name: Christina Lattuca

Title: CFO

Date: 09 / 03 / 2021

State Board of Administration of Florida

Ashbel C. Williams

Executive Director and CIO

Date: 09 / 07 / 2021

Approved as to Legality:

Elizabeth R. Stevens
Assistant General Counsel

**SCHEDULE 1 TO THE MASTER SERVICES AGREEMENT (AGREEMENT)
BETWEEN CYGILANT, INC. (CYGILANT) AND THE STATE BOARD OF
ADMINISTRATION OF FLORIDA (SBA) DATED September 7, 2021**

1. Notwithstanding any provision in this Agreement between the parties, Cygilant acknowledges that 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.

2. Notwithstanding any provision in this agreement between the parties, Cygilant acknowledges that the SBA, as an entity of the State of Florida, is prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985.

3. Cygilant acknowledges 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 this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

To the extent applicable, the Cygilant shall comply with Chapter 119, Florida Statutes. In particular, Cygilant 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 Cygilant 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 Cygilant's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Cygilant transfers all public records to the SBA upon completion of the Agreement, Cygilant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Cygilant keeps and maintains public records upon completion of the Agreement, Cygilant shall meet all applicable requirements for retaining public records. Cygilant 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.

**4. IF CYGILANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CYGILANT'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**

5. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

6. Cygilant shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Cygilant acknowledges that SBA is subject to and Cygilant agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

7. 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. Cygilant 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.

8. The parties agree to the Data Security Addendum attached hereto and incorporated into this Schedule as Exhibit 1.

9. Notwithstanding any other terms set forth in the Agreement or the Third Party Software terms incorporated therein, the Parties agree to the following. SBA does not agree to provide any payment directly to the owners of Third Party Software, and does not agree to arbitration or any other alternative dispute resolution process with Cygilant or the owners of Third Party Software. SBA does not permit the usage of SBA's name or logo by Cygilant or owners of Third Party software for any marketing or promotional purposes without the prior written consent of SBA. Cygilant confirms that the confidentiality and security provisions applicable to the owners of Third Party Software are compliant with the confidentiality and security provisions set forth within this Agreement, including any exhibits, schedules or addenda thereto. Cygilant agrees to be fully liable to SBA for any breach of confidentiality or data security by any owner of Third Party Software which affects SBA data to the same extent Cygilant is liable for its own breach of confidentiality or data security under the terms of the Agreement. Cygilant confirms that it has conducted due diligence on all owners of Third Party software to ensure the owner has appropriate information security standards and controls to protect SBA data.

To the extent there are conflicts between this Schedule 1 and the Agreement, this Schedule shall prevail. This Schedule shall be effective on the effective date of the Master Services Agreement between the parties.

Cygilant, Inc.

[Redacted]

Name: Christina Lattuca

Title: CFO

Date: 09 / 03 / 2021

State Board of Administration of Florida

[Redacted]

Ashbel C. Williams
Executive Director and CIO

Date: 09 / 07 / 2021

Approved as to Legality:

[Redacted]

Elizabeth R. Stevens
Assistant General Counsel

EXHIBIT 1
DATA SECURITY ADDENDUM

This Data Security Addendum (this “**Addendum**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and Cygilant, Inc. (the “**Contractor**”) and is hereby incorporated into and made a part of the contract dated _____, 2021 (the “**Contract**”) by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** 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. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard. The 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. For purposes of this Addendum, “SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor 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.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in Contractor’s possession is confirmed or suspected, the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the SBA), in addition to any other damages the SBA may be entitled to by law or the Contract. The Contractor will also reimburse the SBA for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in the Contractor's system, the SBA may conduct, or may request the Contractor to conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which SBA Data resides. If the term of the Contract is less than a year long, the penetration test or security audit of the Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Contract.
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. For purposes of this Addendum, “Contractor Representatives” means the Contractor’s officers, directors, employees, agents, contractors, subcontractors and consultants (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

EXHIBIT 1
DATA SECURITY ADDENDUM

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 as Exhibit I-A hereto (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 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, 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, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Addendum or the Contract including, without limitation, any breach of the Systems Use Agreement as set forth in Section 5 herein.
8. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Contract. 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.
9. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
10. **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 Contract and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Contract or the SBA. 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.)
11. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data 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

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DATA SECURITY ADDENDUM

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 Contract 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 Contract, 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. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract, and the Contractor shall execute a written agreement with each such Contractor Representative containing equivalent terms to this Addendum.
16. **Right to Audit**.
 - a. During the term of the Contract and for a period of ten (10) years after the expiration or termination of the Contract, 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 inspect, review and/or audit, any books, records and supporting documents relating to the Contract and/or the subject matter of the Contract (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 Contract and for a period of ten (10) years after the expiration or termination of the Contract (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,

EXHIBIT 1
DATA SECURITY ADDENDUM

review and/or audit upon the expiration of the ten (10)-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 Contract, 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 cooperate with the SBA and any person or entity designated by 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.
17. **Business Continuity Plan/Disaster Recovery.** The 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 Contract. 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) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.
18. **Survival.** This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and

EXHIBIT 1
DATA SECURITY ADDENDUM

all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Section 16 (Right to Audit) of this Addendum will survive any termination or expiration of the Contract and will continue in effect as provided therein.

EXHIBIT I-A
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

The undersigned (“**User**”) enters into this Systems Use Agreement (this “**Agreement**”) in consideration of the provision to User of access to information technology resources of the State Board of Administration of Florida (the “**SBA**”).

1. The following terms are defined as follows:
 - a. “**Chapter 119, Florida Statutes**” means Chapter 119 (Public Records), Florida Statutes, as amended from time to time.
 - b. “**SBA Account**” means any set of system access credentials (e.g., a user ID and password) provided by the SBA.
 - c. “**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.
 - d. “**SBA Systems**” means any of the following:
 - i. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
 - ii. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

EXHIBIT I-A
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

8. User shall not install any applications, programs, applets, or snap-ins on any SBA equipment.
9. 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.
10. 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 terms of this Agreement.
11. User shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus.
12. If User becomes aware of (or suspects there may have been) any violation of this Agreement, User shall contact the SBA Support and Office Services (“**Help Desk**”) at 850-413-1100 to report the situation.
13. User understands the provisions of this Agreement. User understands that violation of this Agreement may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.
14. 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 this Agreement.
15. 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

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(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

16. 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 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.
17. 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 User hereby consents to the jurisdiction and venue of those courts.

(The remainder of this page is intentionally blank.)

EXHIBIT I-A
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

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

USER:

Printed Name

Signature

Effective Date

Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus