

## PRIMARY SERVICES AGREEMENT

THIS PRIMARY SERVICES AGREEMENT (the "Agreement") is made effective and entered into as of (the "Effective Date") by and between [REDACTED], having offices at [REDACTED] and [REDACTED] Board of Administration of Florida (the "COMPANY"), ("Client") (collectively, the "Parties", or individually each a "Party") and supersedes any prior agreements entered into by the Parties. [REDACTED] provides computer forensics and security consulting services, including those services described in the Statements of Work (sometimes referred to herein as "SOW").

## Provision of Services.

- a. **Engagement of Services.** [REDACTED] hereby agrees to provide Client with services in consideration for certain fees (the "Fees") that are set forth in the Statement of Work attached hereto as Exhibit "A" (the "Services"). All of the Services and Fees set forth in Exhibit A shall remain in full force and effect during the term of the Agreement.
- b. **Statements of Work.** Subsequent Statements of Work entered into by the Parties shall be considered attached hereto in sequential order as Exhibit A-1, A-2 etc. and each additional Statement of Work for Services pursuant to this Agreement ("Additional Services") shall include at a minimum: (i) a detailed description of the Additional Services; (ii) the new Fees for the Services; and (iii) such other terms and conditions pertaining to the Services as may be agreed to in writing by the Parties. In addition, Client may engage [REDACTED] to perform expert consulting services that are outside the scope of any Statement of Work without entering into an additional SOW. Such work will be billed at an hourly basis at the rate of \$275.00 per hour if there are no prepaid hours available or such other rate as the Parties may agree in writing ("Additional Fees").
- c. **Change Orders.** Client may, upon written notice to [REDACTED] request additions,

reductions, or other changes to the scope of any or all Services to be provided pursuant to a Statement of Work, including the addition of new services to supplement such Services (such request, a "Change Request"). Within five (5) business days of [REDACTED] receipt of a Change Request from Client, [REDACTED] shall provide Client with a written response (a "Change Order") detailing the tasks to be performed to accomplish the proposed changes in scope and/or services set forth in such Change Request, as well as any changes in the time for performance and/or fees that may arise therefrom. If the Parties mutually agree to implement the Change Order, the Parties shall execute the Change Order and the Change Order shall be deemed to amend the applicable Statement of Work effective as of the date of the Change Order.

## Term and Termination.

- a. **Term.** The term of this Agreement will begin on the latest date on which a Party executes this Agreement and will continue thereafter for twelve (12) months (the "Term") or until terminated in accordance with this Agreement.
  - i. **Termination.** Notwithstanding the term as set forth above, this Agreement may be terminated as follows.
  - ii. **By [REDACTED]** This Agreement may be terminated immediately by [REDACTED] by written notice to Client if (i) Client fails to pay amounts due [REDACTED] hereunder, (ii) Client becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state law, (iii) a material adverse change has occurred in the financial condition of Client, (iv) [REDACTED] determines that changes in the legal, regulatory, or compliance requirements render the Services provided under this Agreement

unlawful, noncompliant, obsolete, or (v) Client is in breach of this Agreement. In addition, this Agreement may be terminated by [REDACTED] for any or no reason by providing at least 30 days written notice of termination to Client.

iii. By Client. Client may terminate this Agreement by providing at least 30 days written notice of termination to [REDACTED]

b. Effect of Termination. Termination hereunder shall not relieve Client of any obligations set forth in the Agreement, including, but not limited to, its payment obligations. In the event of any termination hereunder, [REDACTED] shall promptly provide a final invoice to Client for all Services and Additional Services performed and accepted as of the effective date of such termination and Client shall pay [REDACTED] within 30 days of receipt of such invoice. Unless Client provides timely written instructions to the contrary and pays [REDACTED] all costs for shipping and handling of related media, within 30 days of termination, [REDACTED] shall securely destroy all Client Information in [REDACTED] possession using secure destruction methods and shall provide Client with written confirmation that such destruction has been completed.

#### Payment Terms and Invoicing.

a. Payment of Fees. In consideration of the performance of the Services and Additional Services, if any, [REDACTED] shall be entitled to the Fees set forth in a Statement of Work and any Additional Fees. The initial fee set forth in a Statement of Work ("Initial Fee") shall be invoiced and payable upon execution of the Agreement and prior to the commencement of the Services. Unless otherwise stated in a Statement of Work, [REDACTED] shall thereafter invoice Client each month for the fees incurred during the immediately preceding month and any documented reimbursable expenses. [REDACTED] invoices shall include a description of the Services rendered and,

if Services are provided on a time and materials basis, also detail the date the Services were performed, the name and title of the person performing the Services and the number of hours and partial hours for which Services were performed. For the avoidance of doubt, the Client and not the Firm shall be liable for [REDACTED] fees or expenses in connection with any of the Services provided hereunder unless agreed to in advance or expressly allowed under the Agreement or SOW.

Any amounts not paid to [REDACTED] by their due date shall be subject to a service charge equal to the lesser of 1% per month or the maximum amount allowed by law, with respect to such overdue amount. All Fees billed hereunder are exclusive of all applicable taxes, duties, or other governmental assessments.

b. Expenses. Client shall reimburse [REDACTED] for any actual and reasonable expenses incurred by [REDACTED] in connection with the provision of Services hereunder, provided such expenses are approved in writing by Client (which approval shall not be unreasonably withheld, conditioned, or delayed). Any travel by [REDACTED] shall be preapproved by Client in writing, and the travel-related expenses and lodging shall be paid in accordance with Section 112.061, Florida Statutes.

#### Performance of Services.

a. Services Provided by [REDACTED] will provide the Services to Client during the term of this Agreement, subject to the Client's compliance with its obligations of support, access, and cooperation as set forth below.

b. Manner of Providing Services. [REDACTED] shall provide all Services and Additional Services to Client in a professional manner, consistent with reasonable industry standards.

c. Commencement and Time of Performance for Services. [REDACTED] will begin the project upon signed acceptance of the Agreement,

executed by all Parties. [REDACTED] may require up to a 15-business day lead-time for the scheduling and commencement of Services. The specific start date will be coordinated with Client. Services are generally performed during standard business hours, 9:00 AM to 6:00 PM EST time, Monday through Friday, excluding nationally observed holidays (unless otherwise agreed to by the Parties). At its discretion, [REDACTED] may also provide Services outside of its regular business hours.

- d. Delegation to Third Parties. From time to time, [REDACTED] may delegate the performance of all or a portion of the Services to a third party. In such event, [REDACTED] shall ensure that such third party fully complies with the terms of this Agreement as regards the performance obligations of [REDACTED]. Moreover, notwithstanding the possible use of a third party, [REDACTED] shall remain itself bound by all representations and warranties set forth in this Agreement.
- e. Use by Client of Third-Party Products. [REDACTED] Services may require use by Client of certain third-party hardware or software products. Unless otherwise stated in the Statement of Work, Client shall be solely responsible for procuring, obtaining, installing, configuring, testing and making operational this third-party hardware or software and obtaining the necessary licenses for use and incorporation into Client's systems so that [REDACTED] can use same solely for purposes of providing the Services.
- f. No Obligation to Use Own Funds. [REDACTED] shall have no obligation to make any payment of any type or to incur any financial liability on behalf of the Client in the performance of the Services, including but not limited to the payment of a Ransomware extortion demand, unless sufficient funds have been beforehand deposited with [REDACTED] hereunder to pay in full all such amounts or as otherwise agreed by the Parties. Notwithstanding what is stated in this Section 4(f), [REDACTED] will not facilitate, directly or indirectly, any ransomware payment that might violate regulations or guidelines promulgated by the U.S. Department of the

Treasury's Office of Foreign Assets Control.

- g. Reliance Upon Instructions. [REDACTED] may rely on and shall be protected, indemnified and held harmless by the Client in acting upon the written instructions of the Client with respect to any matter relating to its actions on behalf of the Client.
- h. Excusable Delay. Notwithstanding anything to the contrary contained herein, [REDACTED] shall not be required to perform any Services if and to the extent that (a) it cannot provide the Services due to causes which are outside of its reasonable control as set forth under Section 7(g)(v) hereof or (b) if providing such Services would be prohibited by, or violate, any law, rule or regulation or any order of any court, arbitration panel or government authority. [REDACTED] shall also not be required to perform Services hereunder during such times as its systems are down due to maintenance or outage due to causes beyond its reasonable control. Each Party shall give reasonable notice to the other Party prior to any planned or unexpected maintenance or outage.
- i. Nonexclusive Relationship. Client hereby acknowledges that [REDACTED] has, and shall be entitled to continue to have, create and acquire, directly or indirectly, business interests in addition to those relating to the provision of Services hereunder, including, without limitation, the provision of services similar to the Services to other clients including potential or actual competitors of Client.
- j. Client Support for Services. Client acknowledges that, from time to time, the timely, complete, and accurate provision of the Services requires assistance, cooperation, information and data from Client's officers, agents, managers, partners, members and employees, and suitably configured computers and software, and that [REDACTED] ability to complete the Services is dependent upon the same. If any of the aforementioned items are not provided or provided in such a way that [REDACTED] is hindered in its ability to effectively perform the Services, [REDACTED] shall



so inform Client, and [REDACTED] shall not be responsible for providing the Services during any period in which such items are not provided. Failure on the part of Client to meet its obligations under this section may result in increased cost, delayed schedule and/or a breach of this Agreement. [REDACTED] and Client shall cooperate and work in good faith independently and together to remedy any such hinderances.

- k. Access to Client Systems. Client shall ensure that [REDACTED] personnel providing Services have access to all necessary Client or vendor systems and resources necessary to provide the Services. [REDACTED] will not be responsible for delays or inability to perform the Services due to lack of access or speed of access to or from Client's or its vendors' computer systems. [REDACTED] represents and warrants that it will take reasonable precautions to avoid negative impact to Client and any host systems and networks resulting from the performance of the Services. If the Services cause damage or service degradation, [REDACTED] will report it immediately to Client. In the event Client experiences network problems because of the Services, [REDACTED] will assist Client and any host, subject to the terms of the Agreement, to restore the impacted computer systems.
- l. Cooperation. The Parties will cooperate with each other in good faith relating to the provision and receipt of Services. Such cooperation shall include promptly exchanging information relevant to the engagement, being truthful regarding matters pertinent to this engagement, and, upon request, obtaining all third-party consents, licenses, sublicenses, or approvals necessary to permit [REDACTED] to perform the Services.
- m. Delivery of Materials. Client shall deliver all information, computer software and hardware, and other related materials necessary for [REDACTED] to perform the Services to [REDACTED] via a delivery method mutually agreed to by the Parties. If the Parties mutually agree to use a courier service such as Federal Express or UPS or other similar

vendor, [REDACTED] shall have no responsibility for any delay in the performance of the Services caused by the failure of the courier service to deliver such materials to [REDACTED]

#### Warranties; Liability Limitations; Indemnification

- a. Limited Warranty. [REDACTED] warrants that the Services provided to Client and/or the Firm under this Agreement or any Statement of Work will be performed with due care in a professional and workmanlike manner.
- b. No Other Warranties. Except as expressly set forth in Section 5(a), [REDACTED] does not make any other warranties whether implied or otherwise. [REDACTED] disclaims all other express, implied, or statutory warranties, including but not limited to the implied warranties of merchantability, business continuity or fitness for a particular purpose, with respect to the Services provided by [REDACTED]
- c. Exclusion of Certain Damages. NO PARTY HERETO WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS INCURRED PURSUANT TO THIS AGREEMENT OR CAUSED BY THE WORK CONTEMPLATED BY IT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), OR AS A RESULT OF THE EXERCISE OF RIGHTS UNDER THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, OTHER THAN A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR AS A RESULT OF A PARTY'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR A PARTY'S BREACH OF DATA SECURITY, OR ANY OF THESE ACTIONS BY [REDACTED] THIRD PARTIES, [REDACTED] AND CLIENT'S TOTAL RESPECTIVE AGGREGATE LIABILITY IN CONNECTION WITH ANY CLAIM UNDER THE AGREEMENT (WHETHER IN CONTRACT, TORT



(INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY) FOR ANY DAMAGES OR LOSS (MONETARY OR OTHERWISE) SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM.

- e. Disclaimer of Guarantee. Nothing in this Agreement, and nothing in [REDACTED] statements to Client, shall be construed as a promise or guarantee about the outcome of the matters subject to this Agreement. [REDACTED] will not have any obligation to anticipate events or circumstances. A recommendation by [REDACTED] in connection with the Services is not a guarantee. Any implementation of conclusions or recommendations provided by [REDACTED] and any corrective actions taken to address the risks identified by [REDACTED] in the course of an engagement, shall be at Client's sole and exclusive discretion, and [REDACTED] shall have no liability with respect to Client's decision regarding implementation of any conclusion, recommendation or corrective action.
- f. Indemnification. Client and [REDACTED] (each an "Indemnifying Party") hereby agree to indemnify and hold harmless the other Party and its directors, officers, agents, and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' and accountants' fees), deficiencies, judgments, actions, causes of action, proceedings, demands or claims of whatever nature resulting from third-party claims arising from (i) the Indemnifying Party's breach of its obligations, representations or warranties under this Agreement, and (ii) Indemnifying Party's fraudulent or intentional misconduct or gross negligence.

#### Intellectual Property Rights; Confidentiality; Publicity.

- a. Intellectual Property. [REDACTED] shall retain all right, title and interest in and to (a)

all software, tools, routines, programs, designs, diagrams, technology, ideas, know-how, processes, techniques and inventions that [REDACTED] makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of its performance under this Agreement, (b) all enhancements, modifications, improvements and derivative works of each and any of the foregoing, and (c) all copyrights, trademarks, service marks, trade secrets, patents, patent applications and other proprietary rights related to each and any of the foregoing (collectively, the "[REDACTED] Property"). Provided that Client is not in breach of any material term of this Agreement, [REDACTED] grants Client a non-exclusive, non-transferable, perpetual, revocable license, without rights to sublicense, to use the [REDACTED] Property that is incorporated into Services delivered pursuant to this Agreement, solely for Client's own internal business use directly in connection with the Services.

- b. Client Information. Client information accessed by or disclosed to [REDACTED] hereunder ("Client Information") shall be deemed Confidential Information (as defined below) of Client subject to this section. Client warrants and represents that the Client Information it provides to [REDACTED] shall not: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); or (c) contain illegal materials such as child sexual abuse materials.
- c. Confidential Information. The term "Confidential Information" shall mean this Agreement and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) a Party ("Discloser") discloses, in writing, orally, visually, or in any other medium to the other Party ("Recipient") or to which Recipient obtains access whether directly from Discloser or from third Parties, in connection with the negotiation and performance of this Agreement, and which

[REDACTED]

(b) relates to (i) the Discloser, its employees, officers, directors, or agents; (ii) proprietary information and trade secrets of Discloser; (iii) any other materials or information related to the business or activities of Discloser which are not generally known to others engaged in similar businesses or activities or which could not be gathered or obtained without significant expenditure of time, effort and money; and (iv) any other information of, about, or concerning Discloser, its employees, or its clients which is deemed confidential by Discloser or should reasonably be understood to be of a confidential nature, including the terms of this Agreement. Confidential Information shall not include any information that a Party independently develops, any information that is or becomes known to the public other than by breach of this section, or any information rightfully received by a Party from a third party without the obligation of confidentiality. All Confidential Information is and shall remain the property of Discloser.

- d. Use and Disclosure of Confidential Information. Each of the Parties, as Recipient, shall not disclose or use Confidential Information of Discloser other than to carry out the purposes for which Discloser disclosed such Confidential Information to Recipient. Each of the Parties, as Recipient, hereby agrees on behalf of itself and its employees, officers, affiliates and subcontractors that Confidential Information of Discloser will not be disclosed or made available to any person for any reason whatsoever, other than on a "need to know basis" and then only to: (a) its employees and officers; (b) independent contractors, agents, and consultants approved by Discloser; and (c) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement. Except to the extent prohibited by court order, prior to any disclosure of Confidential Information as required by law, the Recipient shall (i) notify the Discloser of any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii)

cooperate with the Discloser's reasonable, lawful efforts to resist, limit or delay disclosure. Client agrees that nothing in the Agreement bars [REDACTED] from immediately bringing to the attention of law enforcement evidence of child sexual assault or evidence of imminent threats of physical harm to any person that is found during the course of the engagement.

- e. Government Procurement Disclosure. As part of its conflict of interest responses to Government solicitation and contractual requirements, [REDACTED] may disclose the following information regarding its active commercial contracts portfolio: name of client, contract #, period of performance, point of contact, value of contract, and brief description of work being performed, and other information (if required); this information will be disclosed to the Government's Contracts and/or Procurement Officer and will be submitted under seal to the Government; and will be labeled as "containing trade secrets, proprietary financial, commercial and technical or other confidential information furnished on a confidential basis that is not subject to disclosure under FOIA." Any disclosure made by [REDACTED] to the Government's Contracts and/or Procurement Officer will not involve the disclosure or release of the Agreement executed between [REDACTED] and Client.
- f. Post-Termination Obligation. Upon the termination of the Agreement or completion of the engagement, each Party shall promptly return or confirm the destruction of all Confidential Information, including copies, in the possession of such Party or in the possession of any third party over which such Party has or may exercise control. Client shall pay all costs related to the delivery of media containing Client Information to the Client or a designated third party upon the termination of the Agreement or completion of the engagement.
- g. Publicity. Neither Party will make any public announcement of this Agreement, or the relationship created hereunder, including but not limited to, in any press release,

advertisement or other promotional material, without the prior written approval of the other Party.

Miscellaneous.

- a. **Independent Contractor.** Neither Party will be nor act as an agent or partner of, or joint ventures with, the other Party for any purpose related to this Agreement or the transactions contemplated by this Agreement. Neither Party by virtue of this Agreement or performance under this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.
- b. **Non-solicitation.** Neither Party shall, during the term of this Agreement and for a period of one (1) year after termination of this Agreement, recruit or hire, or attempt to recruit or hire, directly or by assisting others, any employee or subcontractor of the other Party involved in the performance of Services under this Agreement.
- c. **No Professional Representation.** Client agrees any information provided by [REDACTED] to Client in connection with the provision of the Services and Additional Services does not constitute professional advice such as legal or accounting advice. [REDACTED] is not a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's employees, or the employer or joint employer of Client's employees. [REDACTED] will not be responsible for Client's compliance with, nor will [REDACTED] provide legal advice to Client, with respect to U.S. federal, state and local, as well as foreign laws and government-issued rules, regulations, guidelines, directives and requirements currently in effect or may become effective that relate in any way to the privacy, confidentiality or security of data, including, without limitation, the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing

GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing the FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"); security breach notification laws (such as Col. Rev. Stat. § 6-1-716); laws imposing minimum security requirements (such as 23 NYCRR 500, Cal. Civ. Code § 1798.81.5, 201 Mass. Code Reg. 17.00, and Tex. TC Bus. & C. 521.052); laws requiring the secure disposal of records containing certain Personal Data (such as N.Y. Gen. Bus. Law § 399-H); the Canadian Personal Information Protection and Electronic Documents Act and relevant provincial laws; the European General Data Protection Regulation and related enactments, and all other similar foreign, federal, state, provincial, and local requirements relating to the privacy, confidentiality or security of data ("Legal Matters"), and Client agrees, represents and warrants to seek legal counsel with respect to Legal Matters.

- d. **Notices.** All notices under this Agreement shall be sent to a signatory to this Agreement (except for the Client such notice shall be provided to the individuals named below) in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by email, when the recipient, by an email sent to the email address acknowledges having received that email, or to such other address as such Party shall designate by proper written notice. Notices shall be deemed given when received.

*Notice to Client:*

State Board of Administration of Florida  
1801 Hermitage Blvd, Ste. 100  
Tallahassee, FL 32308  
Attn: Director of Information Security,  
Shon Bynum  
Attn: General Counsel, Maureen Hazen

Shon Bynum Shon.Bynum@sbafla.com  
Maureen Hazen Maureen.Hazen@sbafla.com



e. Survival. Sections 5, 6, and 7 shall survive termination or expiration of the Agreement.

f. Other.

i. This Agreement shall supersede any prior agreements between the Parties with respect to the subject matter hereof. No representation, inducement or commitment other than as expressly set forth in this Agreement has been made or relied upon by either Party. This Agreement may not be modified or amended except in a writing signed by both Parties. The failure or delay by a Party to declare a breach or termination of this Agreement, or to exercise any right, power, or privilege that it may have under this Agreement, shall not be deemed to be, nor operate as, a waiver thereof. No waiver by a Party of any deviation from, or breach of, this Agreement shall be deemed to be a waiver of any subsequent deviation or breach. By way of example, [REDACTED] in its sole discretion may waive a late penalty due under the Agreement but such waiver does not preclude future enforcement of Section 3(a).

ii. Each provision of this Agreement is independent of every other provision of this Agreement. In the event that any provision of this Agreement is held invalid by an arbitration panel or court of competent jurisdiction, the remaining provisions shall be enforceable according to their terms.

iii. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the non-assigning Party. In the event a Party is involved in a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets, stock or business, this section shall not apply to bar assignment of the Agreement.

iv. If either Party commences any action or proceeding against the other Party to enforce this Agreement or an Arbitration award pursuant to Section 7(c), the

prevailing Party in such action or proceeding (as expressly determined by the finder of fact) shall be entitled to recover from the other Party reasonable attorneys' fees and all other costs and expenses incurred by such Party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.

v. If a Party is rendered unable, wholly or in part, by a force outside the control of the Parties (including but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, communication line or power failures, earthquakes, or other disasters) to carry out its obligations under this Agreement, such Party shall give the other Party prompt written notice of the associated "force majeure" event.

Thereupon, the affected obligations of the Party shall be suspended so long as the Party is unable to so perform any affected obligation and so long as the Party is diligently attempting to remedy such failure to perform. The Parties agree that any labor shortage or employee inability to travel is not considered a "force majeure" event to the extent the cause of such labor shortage or employee inability to travel is directly caused by COVID-19.

Notwithstanding the foregoing, this section does not relieve [REDACTED] from its obligations to use best efforts to minimize unavailability in the event of a force majeure event described herein.

vi. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

vii. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. The execution of this Agreement may be by actual or facsimile signature.

viii. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Company Name: [REDACTED]

By: [REDACTED]

Name: Bailey Saltz

Title: Operations Manager

Company Name: Cygilant, Inc.:

By: [REDACTED]

Name: Christina Lattuca

Title: CFO

Client Name: State Board of Administration of Florida

By: [REDACTED]

Name: Ashbel C. Williams

Title: Executive Director & CIO

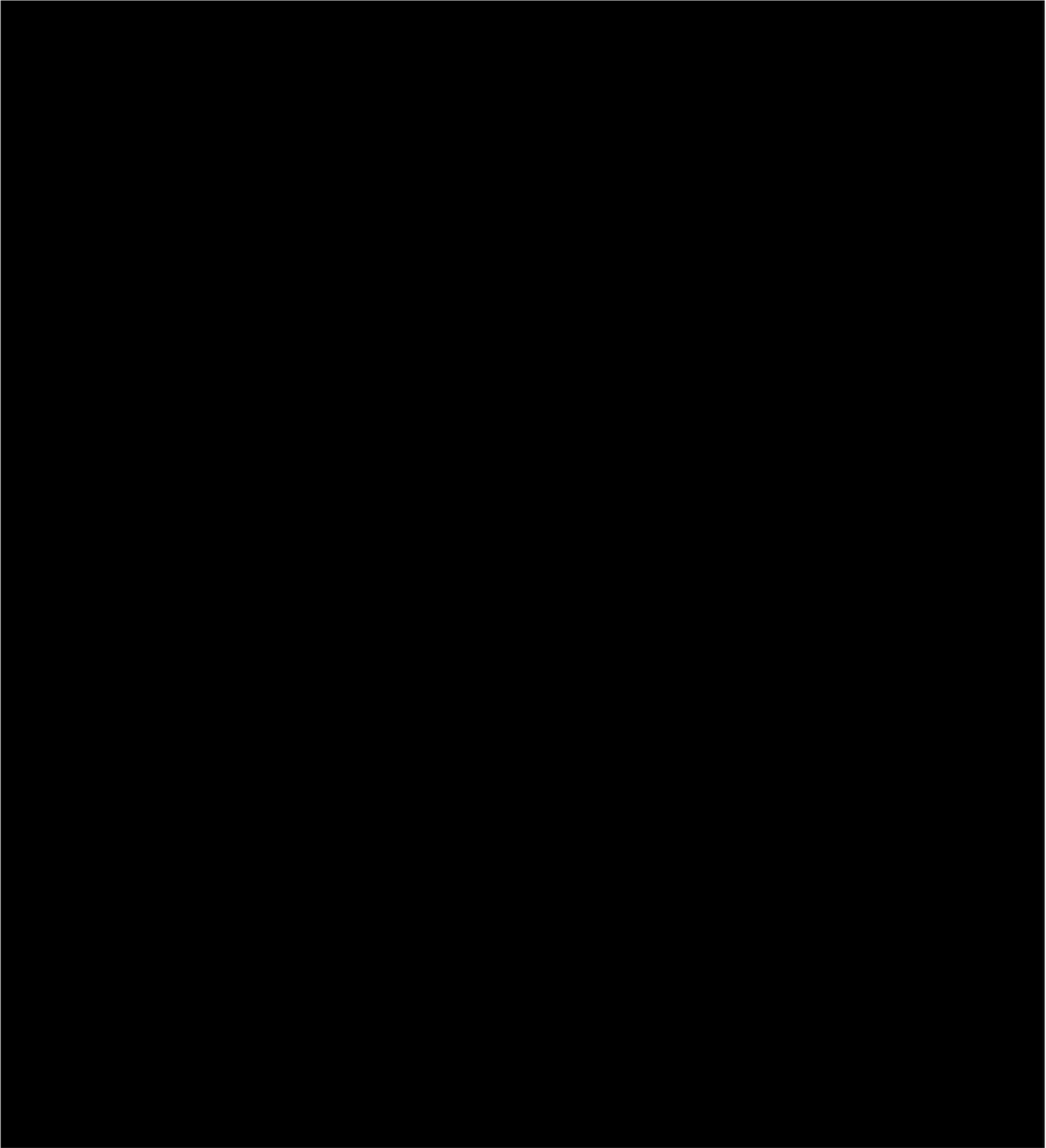
Email: [REDACTED]

Phone: [REDACTED]

Address: 1801 Hermitage Boulevard, Suite 100  
Tallahassee, Florida 32308

Approved as to Legality:

[REDACTED]  
Elizabeth R. Stevens  
Assistant General Counsel





Expenses. Client shall reimburse [REDACTED] for any actual and reasonable expenses incurred by [REDACTED] in connection with the provision of Services hereunder, provided such expenses are approved in writing by Client (which approval shall not be unreasonably withheld, conditioned, or delayed), except travel which shall be paid in accordance with the travel provision set forth in this Agreement. Other than taxes already included in underlying invoicing, the expenses amount does not include taxes which are Client's responsibility to the extent applicable.

The parties have executed this Agreement as of the Effective Date.

[REDACTED]

By: [REDACTED]  
Name: [REDACTED]  
Title: Operations Manager

Cygilant, Inc.:

By: [REDACTED]  
Name: [REDACTED]  
Title: CFO

Client Company Name: State Board of Administration of Florida

By: [REDACTED]  
Name: Ashbel C. Williams  
Title: Executive Director & CIO

Approved as to Legality:

[REDACTED]  
Elizabeth R. Stevens  
Assistant General Counsel

September 7

4. IF [REDACTED] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO [REDACTED] 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. [REDACTED] 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. [REDACTED] acknowledges that SBA is subject to and [REDACTED] 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, as redacted and attached hereto as Exhibit I, will be one of the agreements posted. With the exception of any information [REDACTED] has specifically identified and redacted from this Agreement as set forth in Exhibit I, [REDACTED] 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 [REDACTED] has specifically identified and redacted from any such amendment or addenda at the time [REDACTED] delivers an executed counterpart of such to the SBA, [REDACTED] 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. [REDACTED] 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.

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

9. The SBA does not agree to arbitration or any other alternative dispute resolution process.



Bailey Saltz  
Operations Manager  
9/06/2021

9/07/2021

## EXHIBIT II

### STATE BOARD OF ADMINISTRATION 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 [REDACTED] (the “**Contractor**”) and is hereby incorporated into and made a part of the contract dated [REDACTED], 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 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.
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

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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 II-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



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SBA. SBA Data created by the Contractor, obtained by the Contractor from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.

12. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
13. **Compliance.** The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the 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 under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract.
16. **Right to Audit.**
  - a. During the term of the Contract and for a period of five (5) 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 five (5) 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

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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 five (5)-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.

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18. **Governing Law; Venue.** This Addendum 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 Addendum 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.
19. **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 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 II**

**STATE BOARD OF ADMINISTRATION  
DATA SECURITY ADDENDUM**

**EXHIBIT II-A,  
SYSTEMS USE AGREEMENT  
(attached)**



**EXHIBIT II-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 II-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

**EXHIBIT II-A  
STATE BOARD OF ADMINISTRATION  
SYSTEMS USE AGREEMENT**

(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.

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**EXHIBIT II-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:

[REDACTED]

\_\_\_\_\_  
Printed Name

[REDACTED]

\_\_\_\_\_  
Signature

9/06/2021

\_\_\_\_\_  
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



## EXHIBIT II

### STATE BOARD OF ADMINISTRATION 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 LIFARS LLC (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.
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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.
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16. **Right to Audit.**
  - a. During the term of the Contract and for a period of five (5) 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 five (5) 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

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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 five (5)-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.



## EXHIBIT II

### STATE BOARD OF ADMINISTRATION DATA SECURITY ADDENDUM

18. **Governing Law; Venue.** This Addendum 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 Addendum 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.
19. **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 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 II**

**STATE BOARD OF ADMINISTRATION  
DATA SECURITY ADDENDUM**

**EXHIBIT II-A,  
SYSTEMS USE AGREEMENT  
(attached)**

**EXHIBIT II-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 II-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



**EXHIBIT II-A  
STATE BOARD OF ADMINISTRATION  
SYSTEMS USE AGREEMENT**

(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.

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**EXHIBIT II-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:

[REDACTED]

\_\_\_\_\_  
Printed Name

[REDACTED]

\_\_\_\_\_  
Signature

9/06/2021

\_\_\_\_\_  
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