

## CFI Education Inc. ("CFI") Order Form

**COMPANY NAME:** 

State Board of Administration of Florida

**ADDRESS:** 

1801 Hermitage Blvd Suite 100 Tallahassee Florida 32308 United States

Attention: Sooni Raymaker Sooni.Raymaker@sbafla.com

**BILLING CONTACT:** 

Same as above

**BILLING EMAIL:** 

Same as above

QUOTE #:

SBAF-0001

**EXPIRATION DATE:** 

February 28th, 2022

INITIAL TERM START DATE (THE "EFFECTIVE DATE"):

February 7th 2022

**INITIAL TERM END DATE:** 

February 6th 2023

Service Description	Price	Number of Users	Subscription Fee
CFI for Teams - All-Access (Content+Certifications)	\$422 User	6	\$2532 USD
Subscription Total			\$2532 USD

#### Terms and Conditions (Please Read Carefully):

The terms and conditions located at <a href="https://corporatefinanceinstitute.com/about-cfi/legal/">https://corporatefinanceinstitute.com/about-cfi/legal/</a> (the "Terms") are incorporated into, and form part of, this order form (the "Order Form", and together with the Terms, the "Agreement"). Except as otherwise expressly set forth in this Order Form, the defined terms used in this Order Form have the same meanings as the defined terms in the Terms. This Order Form and the Terms form a binding agreement between CFI Education Inc., a British Columbia corporation, having its principal place of business at 801-750 West Pender street, Vancouver, British Columbia, Canada V6C 2T8 ("CFI") and the Customer if it is signed by Customer and received by CFI on or before the Expiration Date.

#### Term and Renewal:

This Agreement will continue in effect for the period from the Effective Date set out above until the Initial Term End Date, unless terminated earlier in accordance herein (the "Initial Term"). At the end of the Initial Term, this Order Form will renew for consecutive one (1) year renewal terms (each, a "Renewal Term"), unless each party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term.



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#### Comments





Signature

March 15, 2022

Date

### Disclosures to CFI Education Inc. (CFI)

- 1. The State Board of Administration of Florida (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. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration.) See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.
- 2. Notwithstanding any provision in this agreement between the parties, CFI acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.
- 3. IF CFI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT 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
- 4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. CFI 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.

#### 5. Reserved

6. 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.

Signature Page Follows

#### CFI Education Inc.

Name: Patrick Gatien

Title: VP, Sales

March 8, 2022

<del>Tebruary \_\_\_\_\_, 2022</del>

#### State Board of Administration of Florida

Lamar Taylor

Interim Executive Director & CIO

ASSISTANT GENERAL COUNSEL

March 15, 2022