

**Project Name: SBA Cloud Disaster Recovery**

This Project Change Request ("PCR") is made by and between Presidio Networked Solutions LLC ("Presidio") for the provision of certain professional services at State Board of Administration ("Customer") as more fully described herein. Presidio expressly acknowledges and agree that this PCR is incorporated by reference into and made a part of the SBA agreement number 22-0023 executed on 4/4/2022 (the "Agreement"). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

**1. CHANGE SUMMARY:**

The AWS Elastic Disaster Recovery ("eDRS") licensing (formerly AWS Cloud Endure) will be relinquished, as the Customer will procure VMware Cloud Disaster Recovery ("VCDR") as the new DR solution. This solution is being delivered by both Presidio and VMware resources. VMware will provide the services to implement a durable pilot. Presidio will take the pilot implementation delivered by VMware and transition it into a production disaster recovery solution via the attached SOW. The ongoing AWS utility charges are detailed in this document, which will be in addition to the VCDR licensing.

**2. DESCRIPTION OF CHANGES:**

- a. Presidio will work with SBA to move the VMware provided pilot into a production disaster recovery, VMware Cloud Disaster Recovery solution as detailed in the SOW within the following pages.

**3. PRICING ASSUMPTIONS:**

T&M Services for VCDR implementation after VMware pilot: \$35,200 (128 hours)

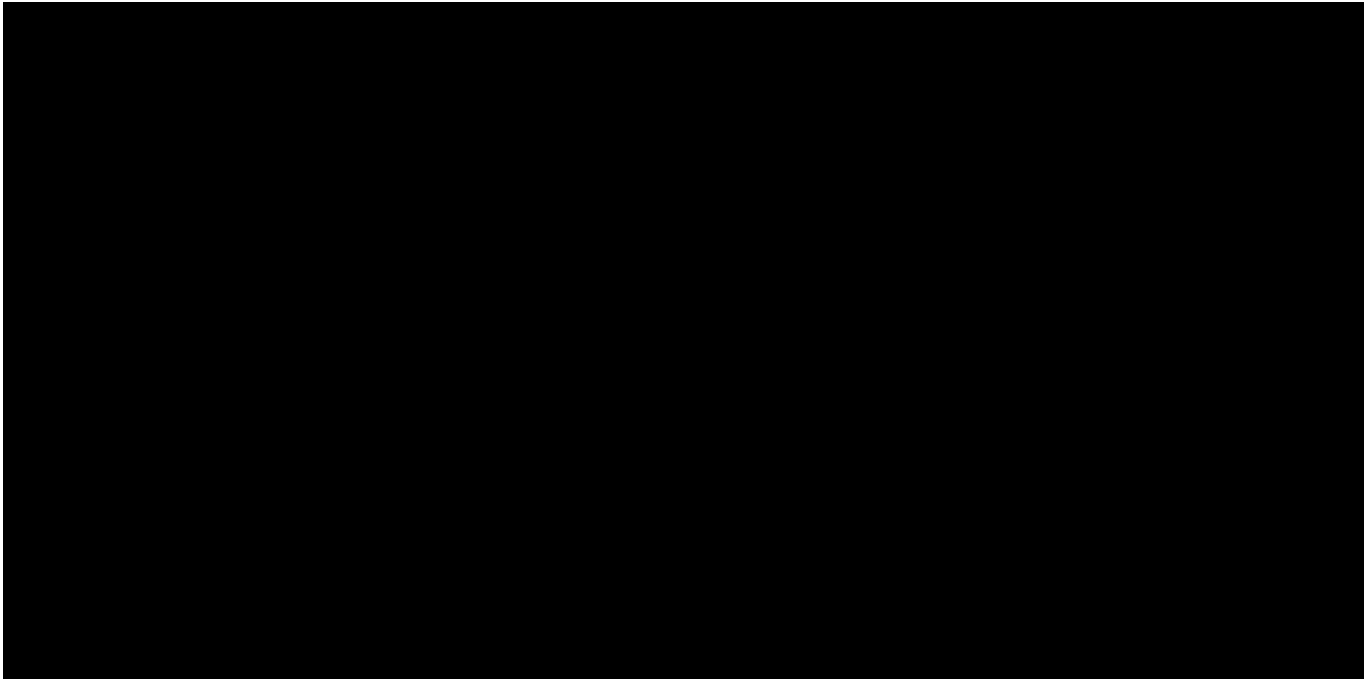
Estimated AWS consumption charges: \$2400 per month excluding AWS Direct Connect charges.

*AWS charges will remain billing through Presidio.*

**4. ACCEPTANCE OF SERVICE:**

We appreciate the opportunity to be of service to you and look forward to working with you on this project. Please indicate your approval of these arrangements by signing and returning all pages of this PCR and via Adobe signature request from Presidio or by returning all pages of this document to your Presidio Account Manager.

By the signatures of their duly authorized representatives below, Presidio and Customer, intending to be legally bound, agree to all of the provisions of this PCR as of the dates set forth below.





## VCDR Pilot to Production

### STATEMENT OF WORK

STATE BOARD OF ADMINISTRATION

21-Sep-2023



## PROPOSAL TEAM

Name	Company/Function	Phone	Email
Emily Phares	Presidio Account Manager		
Guillermo Rodriguez	Presidio Solution Architect		

## REVISION HISTORY

Revision	Revision Date	Name	Notes
V1.0	21-Sep-2023	Guillermo Rodriguez	First Client Release

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Other product and company names mentioned herein may be the trademarks of their respective owners.

The scope and pricing are valid for 60 days unless otherwise noted.

## 1. EXECUTIVE OVERVIEW

### 1.1. Introduction

This Statement of Work ("SOW") is made by and between Presidio Networked Solutions LLC ("Presidio") and State Board of Administration("Client") for the provision of certain professional services provided as more fully described herein. Client and Presidio expressly acknowledge and agree that the following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services Agreement ("Agreement") between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Agreement shall govern to the extent that they are inconsistent with this SOW.

### 1.2. Solution and Approach Overview

Client is in the process of transitioning to a new cloud-based, disaster recovery platform. Client has chosen VMC on AWS and VMware Cloud Disaster Recovery as the platform to proceed.

This solution is being delivered by both Presidio and VMware resources. The goal of this SoW is to take the pilot implementation delivered by VMware and transitioning it into a production disaster recovery solution.

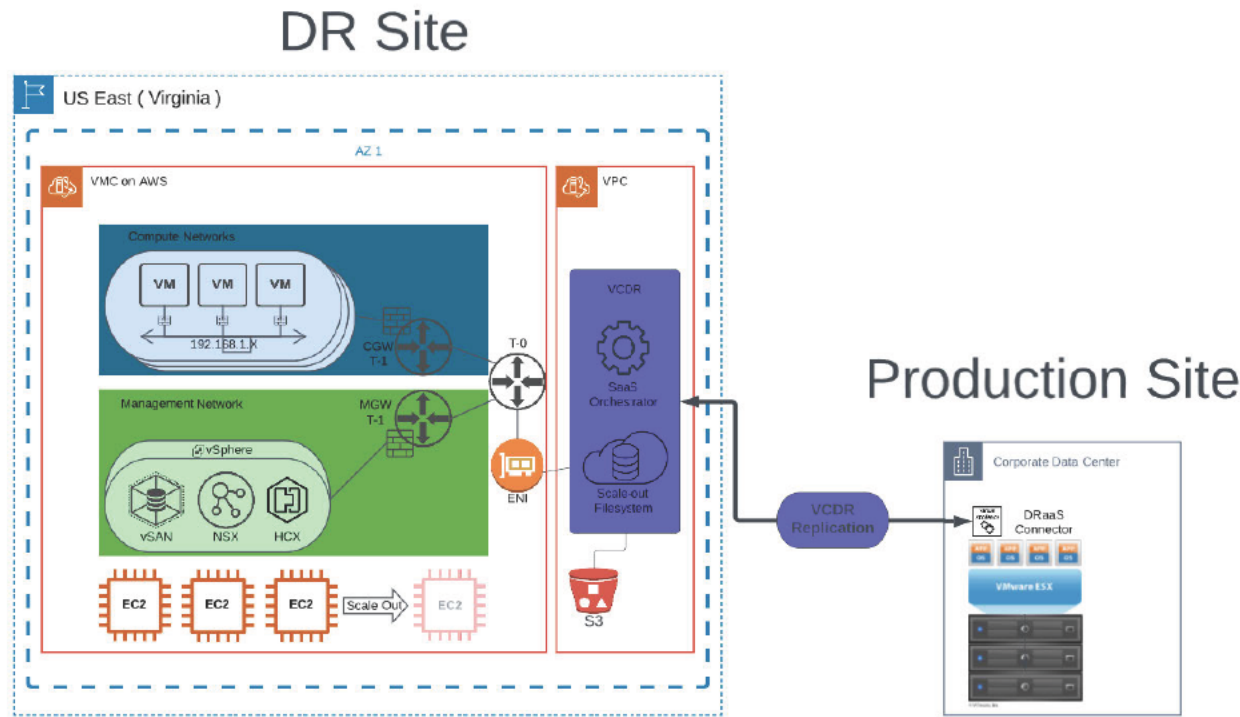
### 1.3. Locations

Work will be done for the following locations. All work will be performed remotely unless otherwise specified.

Site Name	Address	City, State ZIP	On-Site/Remote Services
Primary	1801 Hermitage Blvd Suite 100	Tallahassee FL 32308	Remote

2. SCOPE OF WORK

2.1. Project Scope



VCDR Configuration

Location	VM Count	Storage (TB)*	Duration	Notes
US-East (Virginia)	51	31 TB	3-Year	On Demand Nodes

VCDR Protection and Retention Plan

Interval	Occurrence	Retention	Change Rate*
Every_4_hours	12AM (12AM, 4AM, 8AM, ...)	2 days	0.5 %
Daily	12AM	1 weeks	1.0 %
Weekly	Sunday	4 weeks	2.5 %
Monthly	1st	3 months	10.0 %

\*Change Rates are estimates

2.1.1. Execution Phase

The hours allocated in this SOW are to achieve the following goals:

- 1) Connect On-Demand SDDC to Transit Gateway and configure routing tables
- 2) Assist with creation of logical segments and SDDC networking
- 3) Confirm connectivity and communication with Native Firewall
- 4) Setup VCDR Policies
  - a) VM Workload Groupings

- b) Create up to 4 Protection group for in scope VMs
- c) Create up to 4 Disaster Recovery plans
- 5) Export SDDC configuration to aid in future re-deployments of On-Demand SDDC

## 2.2. Delivery Engineer Access

Client will provide Presidio Engineers with the following access to the environments:

Environment	Method	Access Requirements
<b>AWS</b>	Cloud Services Console	<ul style="list-style-type: none"><li>Organization Member</li><li>VMware Cloud on AWS Administrator</li><li>VMware Cloud on AWS NSX Admin</li><li>VMware Cloud DR Global Console Admin</li><li>VMware Cloud DR Orchestrator Admin</li></ul>
<b>On-premises vSphere</b>	vSphere SSO	<ul style="list-style-type: none"><li>Admin Access</li></ul>
<b>Customer Network</b>	VPN, VDI, or RDP	<ul style="list-style-type: none"><li>Ability to access vSphere UI via HTTPS</li></ul>

Failure to provide the above access directly to the Delivery Engineers will result in a Project Change Request as this will increase the time and cost of the project.

## 2.3. Training and Knowledge Transfer

Knowledge Transfer provided during the course of the engagement are informal sessions and consist of our engineers sharing their knowledge as they work through various tasks related to the project, and at the time the tasks are performed. The conduct of these sessions will be in a manner that does not slow down the pace of work or distract the engineers. These are not dedicated Knowledge Transfer sessions.

## 2.4. Deliverables

Documentation may be created by Presidio and provided as part of the Project Deliverables. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
High-Level Design Diagram	Visio
Functional Design Document (FDD)	PDF
As-Built Documentation	PDF

With the exception of Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five business days, the Presidio Project Team will make the agreed upon revisions and will, within five business days, re-submit the updated version to Client.
- At that time Client has five business days to review and request changes for the final document. If no written response is received from Client within five business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format

otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

## 2.5. Resources

Presidio approaches project execution from a skills-based perspective. Our Execution Team is made up of individuals who have specific skillsets that will be utilized at different times during a given project. This allows us to provide a very specialized workforce to Client and utilizes the appropriate resource for the task required.

### 2.5.1. Presidio Engineering Resources

- **Practice Manager(s)** – the technical manager and regional team lead of the field consulting team. The Practice Manager provides resource and technical oversight assistance to the Project Manager and ensures availability of technical resources and escalation paths for field consultants.
- **Architect/Senior Engineer(s)** – the technical escalation points for Engineer(s) and Project Oversight teams. An Architect or Senior Engineer is a subject matter expert within a certain technology or field. This senior-level resource will be the principal technical resource for the engagement and will have ownership of the final deliverables.
- **Engineer(s)** – one or more individuals assigned to complete technical project tasks. Assignment of these resources depends upon the skillset of the task(s) and the timeline(s) within which the task(s) must be completed. These individuals report directly to the Project Manager for task assignment updates and to the Practice Manager or Architect/Senior Engineer for technical escalation needs.

The following Presidio resources will be engaged on this project:

- DevOps Senior Engineer
- VMCloud Engineer - Sr

Contact information for the project team personnel will be distributed by the Project Manager.

### 2.5.2. Client Resources

Throughout the project, Client resources may be required for completion of specific tasks, providing key information or data, oversight, review, and approvals. The responsibilities of Client are outlined in this document.

The following Client resources will be engaged on this project:

- Project Sponsor
- Project Manager
- Technical Architect
- Network Engineer(s)
- Data Center Engineer(s)

Contact information for the project team personnel will be distributed by the Project Manager.

## 2.6. Project Change Request Process

Any items that are determined to be outside of this Scope of Work and deliverables defined must be submitted with a Project Change Request Form. No work outside of this Scope of Work will be undertaken without written approval and processing of a Project Change Request.

In the event that both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed-upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule, or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.



Modifications in project scope including, but not limited to, the following will require a Project Change Request:

- Client-requested changes in outcome, approach, features, or capabilities.
- Additional required tasks discovered through the planning and design review, but not mentioned in this SOW, or changes to the design after the signoff of the design phase and/or during the implementation phase.
- Upgrade, modification, or repair of equipment or applications to effectively deploy this scope.
- Changes required to existing infrastructure components, not called out in this Statement of Work, including patching and/or reconfiguration.
- Remedial work for the resolution of issues that existed prior to the installation (bad cables, lost passwords, third-party solutions, and so forth).
- Defective equipment provided by Client and integrated into the solution requiring additional diagnostic troubleshooting and/or remediation.
- Troubleshooting issues due to Client changes to configurations made “after” releasing the system or “after” a specific milestone completion in a multi-site phased deployment.
- Delays due to issues relating to site preparation that result in delays to the project.
- Delays in responding to scheduling requests, acceptance requests, and requests for information.
- Insufficient notice of a schedule change. If 24-hour notice is not provided, charges may be applied.

### 3. ASSUMPTIONS AND RESPONSIBILITIES

Presidio makes the following assumptions and has identified the following Client responsibilities in developing this Statement of Work. These assumptions and responsibilities serve as the foundation to which the project estimate, approach, and timeline were developed. By signing this SOW, Client agrees that these assumptions and responsibilities are correct and valid. Any changes to the following assumptions and responsibilities must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

#### 3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. Client has read and agrees with all items contained or omitted within this Statement of Work.
2. This SOW supersedes any previous scope discussion or agreement including “Vision Deck” PowerPoint proposals, emails, or verbal communications.
3. Presidio and Customer will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
  - a. Services delivered by resources working in North America and Europe will be provided 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
  - b. Services delivered by resources working in India will be provided 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
  - c. Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
4. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.

5. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
6. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies.
7. Presidio may engage subcontractors and third parties in performing a portion of this work.
8. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
9. Some activities included in this project may be performed on Presidio's premises.
10. Not all features or functions of the installed system are included in the scope of this engagement.
11. Presidio reserves the right to modify the approach outlined within this SOW if it does not alter the timeline or overall outcome of the engagement.
12. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all user names, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
13. All work will be performed remotely. Utilizing WebEx or similar screen sharing/meeting technology as a remote access solution is out of scope. If Presidio has no other option, Presidio will issue a Project Change request to add additional funds to the project to accommodate the use of WebEx or similar screen sharing/meeting technology as a remote access solution.

### **3.2. Client Responsibilities**

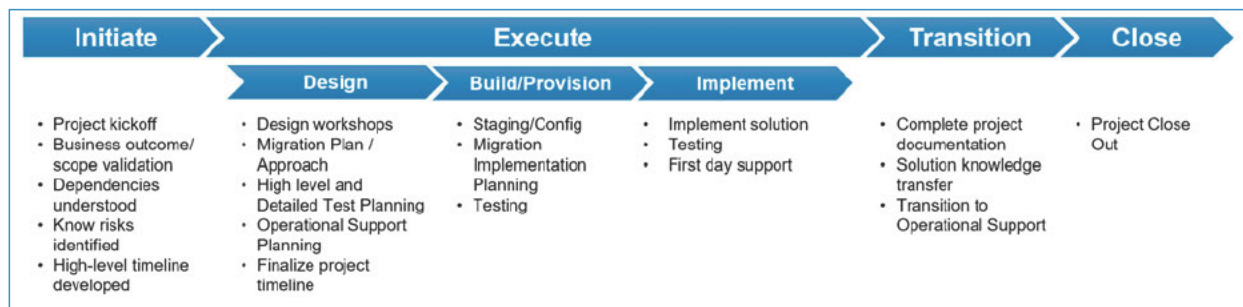
The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact and a secondary point of contact with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SOW. The Client Point of Contact will be always available during the team's work hours throughout the duration of the engagement. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Client will help integrate Presidio team into the extended Client team as needed.
4. Client will provide key decision makers with the authority to define business objectives and confirm the successful completion of said objectives.
5. Client will provide policy context, direction, and priorities for tasks on a regular basis.
6. Client will provide support for coordination of tasks with Customer's resources.
7. Client will promptly inspect and accept Services and/or Deliverables upon completion by Presidio.
8. Client will be responsible for management of third-party vendors.
9. Provide or procure all appropriate hardware, software, licensing, and media required for implementation of the SOW.
10. Supply current system configuration for review if applicable.
11. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.
12. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
13. Dispose of all retired equipment as part of this project.

14. Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
15. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
16. Provide remote access for troubleshooting and configurations related to the project – preferably VPN, jump box, or VDI access, as necessary.
17. Provide requested documentation or information needed for the project within two business days, unless otherwise agreed to by all parties.
18. Client will procure any third-party SSL/TLS certificates needed for this effort.
19. Client is responsible for implementing a backup strategy for any new servers implemented as a part of this project prior to the start of any migrations.
20. Client is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.
21. Client is responsible for subsequent patching and maintenance on servers and applications have been deployed as a part of this project.
22. Client will ensure VMs to be migrated are at Hardware version 7 or higher and have VMware Tools installed.
23. Client will ensure VMs are on Virtual Distributed Switches to use HCX-NE (layer 2 network extension).

## 4. PRESIDIO PROJECT MANAGEMENT METHOD (PMM)

Presidio's Engagement Delivery Method incorporates best practices from our extensive experience as Digital System Integrators. The method is prescriptive while being flexible and customized for each client's specific needs based on the specific scope of work. This allows Presidio to right size the approach to be flexible and efficient, while maintaining an appropriate structure and governance to effectively deliver the business outcome.



### 4.1. Escalation Path

Client experience is of the utmost importance to Presidio. If at any time a Client feels the need to escalate an issue or concern, please consider the escalation points and options described below.

#### Level 1

- **Account Manager** – Client's first point of escalation is always their Account Manager. The AM can facilitate additional escalation if required and coordinate meetings between the required people within Presidio and Client in order to swiftly resolve any issues.

- **Project Manager** – for projects that include Project Management, the Project Manager is an escalation point for any concerns or questions.
- **Practice Manager**– for technical issues, the Service Delivery team will reach out to the manufacturer's support avenues within one hour of identifying an issue. If additional technical escalation is warranted, the Presidio Practice Manager will be contacted after that time.

## Level 2

- **Program and Project Management (PPM) Team Lead** – if Client is not satisfied with the response from the Level 1 escalation, the PPM Team Lead would be the next level of escalation for any and all issues associated with the project scope and would own the management of the issue to resolution including technical and non-technical related concerns.
- **Service Delivery Director** – for technical issues specifically, if the issue is not resolved within an hour, the Service Delivery Director will be contacted for additional escalation and action. For technical issues escalated by the Delivery Team, the Service Delivery Director will:
  - Contact and speak with Client via phone to explain the status
  - Develop a plan of action
  - Communicate the plan of action status and completion to Client
  - Contact the Operations team, as required, to request additional resources, as required, in order to execute the plan of action

## Level 3

- **Program and Project Management Services (PPM) Director** – for projects that include Project Management, the PPM Director is the third escalation point for any technical or non-technical concerns or questions.
- **Services Vice President** – if the issue or concern cannot be addressed or resolved within Level 1 or Level 2 of the escalation process, the issue will be raised to the executive level for visibility and resolution.

## 4.2. Technical Support after Completion

For non-critical support, including system expansion options, assessments, audits, and related services, or services that are not covered by a support contract with Presidio or another vendor, Presidio offers a variety of options including Fixed Fee, Hourly Rate, or Daily Rate options. Pricing for these services is not included in this Statement of Work.

Managed Services Clients	Non-Managed Services Clients
<p>Technical support for the solution implemented within the scope of this SOW can be obtained by:</p> <ul style="list-style-type: none"> <li>• calling 800-494-0118</li> <li>• sending an email to <a href="mailto:presidio@service-now.com">presidio@service-now.com</a></li> </ul>	<p>Vendor's (such as Cisco or EMC) Support Center or Technical Assistance Center (TAC) is the vehicle for all support.</p> <p>These Vendor Support Centers provides 7x24 support on all hardware and software, including replacement parts, software patches and updates, and configuration assistance.</p>

## 5. PRICING

1. This project will be performed as a Time and Materials ("T&M") engagement.
2. The fees detailed in the table below are exclusive of any travel and other reasonable expenses incurred in connection with travel to the customer site for the completion of the service.
3. Expenses incurred during the engagement, which includes items such as travel, lodging, meals, and document production costs, will be billed monthly and are not subject to any discounts.
4. Only actual and reasonable expenses incurred by Presidio during the performance of services required to execute this SOW and approved by Customer will be reimbursed, in accordance with the Agreement.
5. Cost estimates provided by Presidio are not guaranteed and do not form the basis for Fixed Price or a Not to Exceed transaction. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only. Actual Hours will be billed subject to billing minimums defined above. Additional hours may be required to complete outlined scoped work.
6. The Customer will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums, plus expenses.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
DevOps Senior Engineer	40.00	\$275.00	0.00	\$412.50
VMCloud Engineer - Sr	58.00	\$275.00	0.00	\$412.50
PMO Project Manager	30.00	\$275.00	0.00	\$412.50
			<b>Total</b>	<b>\$35,200.00</b>

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work.

If, in Presidio's reasonable discretion, completion of one or more of a project's milestones are subject to a material delay due to factors outside of Presidio's control, Presidio may invoice Client a prorated amount for work performed which reflects Presidio's current progress toward completing the milestone(s) at the time of any such delay.

Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.



## 6. TERMS AND CONDITIONS

The following terms and conditions shall govern this Statement of Work (SOW) unless a valid Master Services & Product Agreement between the parties, if any, for professional services has been executed and is in force at the time any SOW is executed; in which case the terms of the Master Services & Product Agreement shall govern to the extent that they are inconsistent with this SOW.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by State Board of Administration "Client" in connection with this SOW shall be deemed subject to these Additional Terms and this SOW. Unsigned, electronically submitted purchase orders shall be deemed to include Client's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, Client agrees that its signature below grants Presidio the right to invoice Client and authorizes payment to Presidio for the amounts owed. Further, Client represents that Presidio can rely on such Client signature for payment.

Presidio shall invoice Client for the Services in accordance with the terms stated in the SOW. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that Client pays using a credit card or debit card.

Client shall make payment to Presidio within 30 days from the date of invoice. Except for taxes due on Presidio's net income, Client shall pay all taxes. Presidio reserves the right to bill Client for additional work requested by Client and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this SOW.

Unless otherwise indicated in this SOW, Client agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this SOW, Projects shall be deemed accepted upon the earlier of Presidio's receipt of a signed Milestone Completion and Acceptance document which has been signed and dated by an authorized representative of Client, or 10 calendar days from the date of the delivery of the milestone deliverable. If acceptance is refused, Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the Ten (10) calendar day period. Presidio shall address the issue before subsequent work is undertaken.

**Limitations of Warranties. PRESIDIO WARRANTS THAT SERVICES SHALL BE PROVIDED BY COMPETENT PERSONNEL IN ACCORDANCE WITH APPLICABLE PROFESSIONAL STANDARDS. WITH RESPECT TO SERVICES PERFORMED BY PRESIDIO, PRESIDIO WARRANTS TO CLIENT, THAT THE SERVICES RENDERED SHALL BE PERFORMED IN A SKILLFUL AND PROFESSIONAL MANNER COMMENSURATE WITH THE REQUIREMENTS OF THIS EFFORT. CLIENT SHALL NOTIFY PRESIDIO IN WRITING WITHIN 30 DAYS AFTER COMPLETION OF THE SERVICES IN QUESTION WHEN ANY OF THE SERVICES FAIL TO CONFORM TO THE STANDARD OF CARE SET FORTH IN THIS AGREEMENT. THE PASSAGE OF THE 30-DAY PERIOD AFTER COMPLETION OF THE SERVICES WITHOUT THE NOTIFICATION DESCRIBED HEREIN SHALL CONSTITUTE CLIENT'S FINAL ACCEPTANCE OF THE SERVICES. TROUBLESHOOTING AND RECONFIGURATION DUE TO CHANGES TO THE CONFIGURATION BY CLIENT AFTER DELIVERY WILL REQUIRE THE PREPARATION OF A BILLABLE CHANGE ORDER AND PRESIDIO WILL USE ITS BEST EFFORTS TO PROVIDE ANY ADDITIONAL SUPPORT THAT MAY BE REQUIRED THEREAFTER ON A TIME AND MATERIALS BASIS AS SOON AS RESOURCES ARE REASONABLY AVAILABLE. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

2. **Intellectual Property.** Client acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to Client as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for Client's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. Client shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
3. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "Client"

lists or other "Client" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this SOW. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information, but with no less than a reasonable degree of care.

4. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (i) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.
5. **Non-Solicitation Provision.** During the term of this SOW and for twelve (12) months thereafter, Client will not solicit for a permanent or other position any employee or subcontractor of Presidio to whom Client was introduced through its relationship with Presidio. Should Client solicit and/or hire an employee or contractor from Presidio, Client shall pay to Presidio an administrative fee equal to 1 year's salary of the employee's new salary at Client.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
7. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this SOW through consultation and negotiation in good faith and a spirit of mutual cooperation. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of New York. Any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in New York County, New York, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.
8. **Miscellaneous.** This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this SOW shall be incorporated. This SOW shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by Client, fees for such additional Services will be negotiated with Client prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional SOW as appropriate. PRESIDIO will invoice Client for any additional work performed and expenses incurred which are not described in this SOW. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Severability.** The provisions of this SOW are severable. If any provision of this SOW or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this SOW to other persons or circumstances shall not be affected.

**ACKNOWLEDGEMENT**  
**By Presidio Networked Solutions ("Presidio") Legal Requirements of**  
**State Board of Administration of Florida must follow**

Notwithstanding anything to the contrary in the Statement of Work dated September 21, 2023, current Project Change Request and the Agreement executed on April 4, 2022 (the "Agreement"), the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by **Presidio**.

1. The **SBA**, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on [Indemnification and Limitation of Liability] to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Presidio** 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 any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

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

(The font size, bolding and text set forth above are required by s. 119.0701(2)(a), F.S.)

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. **Presidio** 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. At the time of execution **Presidio** may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, **Presidio** shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees, performing work within the United States, of the contractor or subcontractor. **Presidio** acknowledges that the **SBA** is subject to and



**Presidio** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

**6. RESERVED.**

7. Nothing in this Agreement shall be construed as a waiver of (i) the sovereign immunity of the State of Florida; (ii) the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) the right to a jury trial.

