

### **Acknowledgement of Florida Laws**

Notwithstanding anything to the contrary in the Cerifi Order Form, Quote Number (AT0001) (the "Agreement") or any amendments to 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 Cerifi.

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 extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, Cerifi 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 CERIFI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CERIFI'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. Cerifi 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 Cerifi may submit a redacted version of the agreement for these purposes.

5. In accordance with section 448.095(5), Florida Statutes, Cerifi 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 of the contractor or subcontractor. Cerifi

acknowledges that the SBA is subject to and Cerifi agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. 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.

Cerifi

State Board of Administration of Florida



This Order Form, effective as of the date signed by Customer below, by and between CeriFi with offices at 3625 Brookside Pkwy Suite 450, Alpharetta, GA 30022 US and  
1801 Hermitage Blvd Ste 100 Tallahassee, FL 32308-7743 USA

(Referred to hereinafter as "Customer"), for the initial term with a requested start date of 3/17/2024 and an expiration date of 3/16/2025 for CPL ("Initial Term").  
(Referred to hereinafter as "Customer"), for the initial term with a requested start date of 7/01/2024 and an expiration date of 6/30/2025 for WLEC ("Initial Term").  
\*Actual start date may vary from requested start date to allow processing time needed for properly executed Order Forms.

Firm: FL State Board of Administration

Individual: Ashlyn Thomas

Address: 1801 Hermitage Blvd Ste 100

City, State, Zip: Tallahassee, FL 32308-7743 USA

Phone/Email: 850-488-4406  
Ashlyn.Thomas@sbafla.com

| Product Description | Type of Product | Qty/<br>Users | Requested<br>Start Date | Expire<br>Date | Yearly Total |
|---------------------|-----------------|---------------|-------------------------|----------------|--------------|
| Checkpoint Learning | Subscription    | 30            | 3/17/2024               | 3/17/2025      | \$10,512.65  |
| West LegalEd Center | Subscription    | 3             | 7/1/2024                | 6/30/2025      | \$1,077.00   |
| Grand Total         |                 |               |                         |                | \$11,589.65  |

### TERMS OF USE AGREEMENT

**PLEASE READ THIS TERMS OF USE AGREEMENT ("TOU") CAREFULLY.** By accessing and using this platform, portal, website, mobile application, including any services, resources or any physical materials made available or enabled (each a "Service" and collectively, the "Services") or clicking "I agree", you agree to be bound by the terms and conditions of this TOU. This TOU is a binding legal document between you (sometimes referred to as "you" or "your") and CeriFi, LLC, and its subsidiaries, affiliates, and partners (collectively referred to as "Company", "us", "our", or "we"). The TOU constitutes the entire agreement between you and Company regarding your use and access. You may be subject to additional terms and conditions if another entity is providing you access. This TOU incorporates by reference any applicable agreement Company has with that entity and supersedes all prior or contemporaneous communications of any kind between you and the Company with respect to the Services. If the TOU is inconsistent with or silent to that agreement, the terms of that agreement shall control.

**DO NOT ACCESS THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS OF USE.**

- 1. THE PURPOSE OF THESE SERVICES.** We offer these Services to you as compliance, informational, and training tools only. The design and function of the Services and its contents in electronic or physical form, such as, but not limited to, information, questions, text, graphics, images, audio and video files, user help files, user interface, layout and presentation, and data relating to your use of the Services, and other material contained in the Services ("Company Content") are for compliance, informational, and training purposes only.
- 2. REVISIONS TO THIS TOU.** We may revise and update this TOU from time to time without prior notice to you and will post the updated TOU to a Service available to you. ANY CHANGES TO THIS TOU WILL APPLY IMMEDIATELY UPON POSTING. Any changes to this TOU will not apply retroactively to events that occurred prior to such changes. Your continued use of the Services after any updates are effective represents your agreement to the revised version of the TOU and will constitute acceptance of, and agreement to, any such changes. You further waive any right you may have to receive direct notice of such changes to the TOU. You are responsible for regularly reviewing the TOU. You are free to reject any of the changes, in which case your sole relief is to stop using any and all Services.
- 3. YOUR LICENSE TO ACCESS THE SERVICES AND COMPANY CONTENT**
  - 3.1 License Grant.** Subject to the terms and conditions of this TOU, Company hereby grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Services and the resources made available therein. Any use of the Services or resources in excess of this license is strictly prohibited and constitutes a violation of this TOU, which may result in the termination of your right to access and use this Services.
  - 3.2 Access to Services and Company Content.** Your access to and use of the Services and Company Content accessible therein are subject to these additional terms and conditions.





- (a) **"Cloud-Based" Access.** Company Content accessible by a Cloud-Based Service is when you log in via a web-based portal or mobile application or software-as-a-service model with a unique username and password to access remotely Services and Company Content hosted by Company and which is not located locally or installed on your computer or mobile device. You will have a unique authentication credential(s) to access the Services. Authentication credentials can include a user-id and password, certificates, or other methods that uniquely identify and authenticate you or a computer system. User-ids may be created by Company on your behalf, or they may be created by another entity on your behalf. You are responsible for maintaining (including the confidentiality of) the credentials and will be solely liable for all activities that occur under such credentials or arising from the disclosure of the credentials. You shall immediately notify Company of any unauthorized use. You agree that the credentials may not be shared and may only be used by one user.
- (b) **"Installed Software" Access.** Company Content accessible by Installed Software Service is when software is installed and deployed physically on a single mobile device or computer that you own or control and run for personal or internal business purposes, and accessing the Services does not require an Internet connection. You shall not sell, assign, sublicense, or transfer the software to a third party or duplicate or transfer the software to another device or storage facility.
- (c) **"Physical Material" Access.** Company Content accessible by Physical Material Service is tangible, physical material, including but not limited to, books, flashcards, notebooks, or printed versions of electronic material, and can be delivered to your personal or business address.
- (i) **Purchase.** By making a purchase, you agree that you have read the item description before making a purchase, submitted appropriate payment for item(s) purchased, and provided accurate shipping information to the Company. Buyers may authorize a payment with any major credit or debit card accepted by Company, by certain bank transfer services. By using a third-party service, such as PayPal, you may also be subject to an agreement with the third party.
- (ii) **Shipping.** The Physical Materials will be delivered to the address provided during the purchase process. Shipping prices are determined by the shipping location, the amount of items ordered, the shipping method selected at checkout, as well as the type of item(s) ordered. The processing time is different for each item and can be located on the item's description page. Transit time begins once the order has completed processing and has shipped from our facility. Delivery expectation also varies based on the shipping method chosen at checkout. Depending on the item(s) you purchase and the shipping address, different shipping methods may be used at Company's discretion. Risk of loss will remain with the Company while the physical materials are in transit and transfers when delivered to designated location.
- (iii) **Returns and Refunds.** For returns and requests, visit the terms and conditions website area of the specific Company Service in which the product was purchased as Company returns and refunds vary by Service in which you purchased.
- (d) **"Class" Access.** Company Content accessible through a Class Service includes but is not limited to, in-person classes, live sessions available online, class sessions that were recorded and are available to replay, webinars, virtual events, seminars, and conferences. You must register and/or pay for a Class beforehand unless the Class specifically waives registering and/or payment. Failure to register or pay may result in not being able to attend the Class. You are responsible for arranging and paying for any necessary travel plans and accommodations. You may not (1) record, broadcast or live stream the audio and/or video of the Class to anyone who isn't an authorized participant; (2) reproduce materials distributed at or in connection with the Class, nor (3) use or reproduce any trademarks, service marks or other trade names appearing at the Class, in any materials distributed at or in connection with the event, for any reasons without the prior written permission of Company. You may not remove or obscure any proprietary notices from the materials distributed at or in connection with the Class, for any reason.
- (i) **COVID-19.** By registering for an in-person Class, you accept the inherent risk of COVID-19 exposure. An inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Company cannot guarantee that attendees will not become infected with COVID-19. You assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness, including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the Class, and regardless of how caused or contracted, and you hereby waive any and all claims and potential claims against Company relating to such risks, hazards, and dangers.
- (ii) **Class Contingencies.** Cancelling, postponing, rescheduling, moving, recording, or any other methods of delivering Class content instead of providing access as originally scheduled is determined on a Class-by-Class basis. If your Class is canceled, postponed, rescheduled, or moved, we will attempt to contact you to update you on the status of the Class, and inform you of any refund, credit, or exchange procedures. Any refund and/or credit policies are determined on a Class-by-Class basis by Company and may be subject to limitations set by the Company. If the Company approves refunds and/or credits, we will send you a notification explaining your options, and you may submit a request for a refund or credit.
- (iii) **Responsibilities.** You are responsible for and/or will take all necessary steps to ensure proper use of our Class, including any materials distributed at or in connection with the Class in accordance with all usage instructions and regarding your conduct at our Class, ensuring that your participation or behavior does not cause any disruptions or hinder the Class to affect the enjoyment of the Class by other attendees.

### 3.3 License Limitations. Except as expressly permitted by the terms of this TOU, you shall not:

- (a) copy, modify, adapt, translate, or otherwise create derivative works of the Services, Company Content or intellectual property or any software, services, or other technology of the third-party vendor(s) or hosting partner(s) who provide the infrastructure, hardware, software, networking, storage, and related technology required to operate and provide the Services;
- (b) store, distribute, post, upload or transmit any media through the Services that (i) is or is reasonably perceived to be unlawful, harmful, threatening, bullying, libelous, defamatory, obscene, harassing, racially or ethnically offensive, inciting hatred or invasive of a person's privacy; (ii) that facilitates or promotes illegal activity, violence, discrimination

| Rep Name    | Rep Number Rep | Email Address          | Quote Number |
|-------------|----------------|------------------------|--------------|
| Ruben Munoz | 903-505-4549   | Ruben.Munoz@cerifi.com | (AT0001)     |



based on race, gender, color, religious or philosophical belief, sexual orientation, disability or any other illegal activities; (iii) depicts or contains sexually explicit or pornographic images; and/or

(iv) infringes the intellectual property rights of a third party;

(c) introduce any virus, worm, malware, spyware, Trojan horse or other harmful or malicious code to the Services.

(d) do anything which may negatively impact the Services IT system or environment or availability of the Services.

(e) attempt to duplicate, modify, copy, adapt, distribute, market, lease, create derivative works from or resell the Services (or any part of it including any of the software in or accessible through it) or the Company Content;

(f) access and use the Services in order to build a product or service competitive with the Services;

(g) attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Services (including any of the software in or accessible through it) or to discover or disclose the source code, methods and concepts embodied in the Services (including any of the software in or accessible through it) except as may be allowed by any applicable law notwithstanding contractual prohibition;

(h) alter, obscure, remove, conceal or otherwise interfere with any markings on or in the Services which refer to Company or its licensors or includes any trademarks or logos; (i) circumvent or manipulate any of the restrictions or security-related features within the Services; or (j) engage in any deceptive, unfair or misleading practice and/or in violation of applicable law.

**3.4 Acceptable Use of the Services.** You are responsible for the way in which you access and use the Services and for any materials stored, posted or uploaded to, or distributed or transmitted through, the Services by or on behalf of you. You shall use commercially reasonable efforts to prevent any unauthorized access to or use of the Services and, in the event of any such unauthorized access or use, shall promptly notify Company. You shall comply with all applicable laws, regulations, rules and codes with respect to your activities relating in any way to your use or exploitation of the Service and Company Content. Your access to these Services and Company Content are provided on a temporary basis with no guarantee for future availability. We reserve the right to withdraw or modify any content or services we provide through the Services without notice.

**4. YOUR MATERIALS.** Any information, comments, postings, text, images, messages, files, suggestions, ideas, feedback, recommendations, and/or other materials you post, transmit through, link on, or publish through the Services either electronically or physically (collectively, your "Material(s)") are your sole responsibility. Under no circumstances will we be liable in any way for your Materials or for any loss or damage of any kind incurred as a result of the use of any of your Materials made available on the Services. By uploading, transmitting, posting, or otherwise publishing your Materials, you grant to us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute your Materials in order to provide you with the access and functionality you have signed up for.

**5. OWNERSHIP.** Other than your Materials, you acknowledge that the Services, Company Content and all intellectual property contained therein, including, but not limited to, text, works of authorship, software, music, sound, photographs, video, graphics, and third party materials, is proprietary to Company and its licensors, and Company and its licensors retain exclusive ownership of the same throughout the world, including all related copyrights, trademarks, service marks, patents, trade secrets or other intellectual property and proprietary rights thereto. Except for the limited express license granted to you under this TOU, Company and its licensors retain all right, title or interest in and to the Services and Company Content.

**6. SYSTEM UNAVAILABILITY.** There may be times when the Services are unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors.

**7. ERRORS.** The Services may contain typographical mistakes, inaccuracies, or omissions and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning accuracies, errors, omissions, delays, or defects in the Services or any information supplied to you via the Services, or that files available through Services are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

**8. COMPATIBILITY.** You must provide the equipment and Internet connections necessary to access the Services at your own expense. We do not guarantee that the Services will operate with your computer, mobile device, internet service plans, or mobile provider service plans or with any particular computer or other piece of hardware, software, equipment, or device you install on or used with your computer.

**9. NO GUARANTEES.** THE SERVICES AND THE COMPANY CONTENT (COLLECTIVELY, THE "SYSTEM") ARE PROVIDED "AS IS". WE DO NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE OR THE RESULTS OF YOUR USE OF THE SYSTEM; (II) ANY ADVICE YOU GLEAN FROM THE SYSTEM; OR (III) ANY CONTENT, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SYSTEM. WE DO NOT PROMISE THAT THE SYSTEM WILL BE UNINTERRUPTED OR WILL BE ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. THERE IS NO WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADDITIONAL STATEMENTS OUTSIDE THE TERMS OF THIS TOU, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES OR OTHERWISE, IS A WARRANTY OR PROMISE BY US AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE WILL HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY COMMUNICATION, OR CONTENT.

**10. COMPANY IS NOT LIABLE TO YOU FOR YOUR USE OF SERVICES.** We are not responsible for any damages to you or anyone filing suit on your behalf for any reason. COMPANY AND ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNEES OR SUCCESSORS-IN-INTEREST, WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS, DEMANDS, LOST PROFITS, OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RELATING TO THIS TOU, YOUR USE OF THE SYSTEM OR ANY INFORMATION YOU OBTAIN ON IT, OR ANY OTHER INTERACTION WITH THE SYSTEM AND YOU VOLUNTARILY AND UNEQUIVOCALLY WAIVE ANY LIABILITY OF COMPANY.

| Rep Name    | Rep Number Rep | Email Address          | Quote Number |
|-------------|----------------|------------------------|--------------|
| Ruben Munoz | 903-505-4549   | Ruben.Munoz@cerifi.com | (AT0001)     |



**YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES WILL BE TO STOP USING THE SERVICES.**

IN ANY EVENT, THE MAXIMUM TOTAL LIABILITY OF COMPANY, ITS SUPPLIERS, LICENSORS, PARENT, OR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNEES OR SUCCESSORS-IN-INTEREST, FOR ANY CLAIM WHATSOEVER RELATING IN ANY WAY TO THIS TOU, INCLUDING CLAIMS FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND YOUR SOLE REMEDY SHALL BE AN AWARD FOR DIRECT, PROVABLE DAMAGES NOT TO EXCEED THE AMOUNT YOU PAID TO COMPANY TO ACCESS THE SERVICES.

- 11. Privacy Policy.** Company collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at <https://cerifi.com/privacy-policy>, except where prohibited by prior agreement, federal, state, local, or other laws. By accepting this TOU, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.
- 12. Term.** This TOU shall commence on the date of your acceptance and continue until the expiration or termination of all orders. If not otherwise stated in the order form, the TOU will automatically renew annually unless either of you or Company gives the other at least thirty (30) days written notice before the end of the then current term. All of your usage rights end immediately upon termination. Terminating the TOU will not relieve you of your obligation to pay any amounts you owe up to and including the date of the termination.

**Special Terms:**

New users added to subscription during period of performance will be added at a pro-rated price. Amount to not exceed \$350.42 (Cost per user) for Checkpoint Learning. Amount not to exceed \$359.00 (Cost per user) for West LegalEd Center.

