MASTER FLEXIBLE CONSUMPTION AGREEMENT

This Master Flexible Consumption Agreement **(**this **"Master Agreement"** or **"MFCA")** is made effective as of April 25, 2022 (the **"Effective Date"**) between the following parties:

World Wide Technology LLC ("WWT")		**Florida State Board of Administration ("Customer")**
1 World Wide Technology Way	**And**	**1801 Hermitage Blvd Suite 100**
St. Louis, MO 6146		**Tallahassee, FL 32308**
Email for Legal Notices: Stephanie Stockwell		**Email for Legal Notices: Marissa.Yeatman@SBAFLA.com**

This MFCA governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the "**Schedule(s)**"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. "Billing Period" means the period of time identified on a Schedule for which WWT will invoice Customer for its Flexible Consumption.

B. "**Customer Data**" means all information entered on the Products by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith).

C. "Dell EMC" Means EMC Corporation and its affiliates. Dell EMC is a third party beneficiary of this Master Agreement and any Schedule. WWT is authorized to disclose to Dell EMC this Master Agreement, any Schedule, and any documents or information provided by Customer to WWT in connection with this Masterr Agreement and any Schedule.

D. "Documentation" means the then-current, generally available, written user manuals and online help and guides made avaialbale by Dell EMC for Products.

E. "**Flexible Consumption**" means the amount of Customer's usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

F. "**Flexible Consumption Fee"** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by WWT for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

G. "**Flexible Consumption Period**" means the time period identified as such on a Schedule, and any WWT approved extension(s) thereto.

H. "Installation Site" means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by WWT**.**

I. "Monthly Committed Capacity" means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of it actual consumption of capacity.

J. "Products" means collectively: (a)**"Equipment"** (which is EMC-branded or Dell-branded hardware provided to Customer under this Master Agreement); and (b) **"Software"** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. Products exclude Third Party Products.

K. "Return" of a Product means the earlier to occur of (a) Dell EMC taking possession of the Product at the Installation Site, or (b) Dell EMC receiving and accepting a return of the Product.

L. "Support Services" mean services for the support and maintenance of Products as described in the Applicable Schedule.

M. "**Third Party Products**" means hardware, software, or services that are not "Dell" branded, "EMC" branded, or "WWT" branded.

N. "Warranty Period" means for a specific Product, the period of warranty coverage listed at: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to WWT that references such Schedule. WWT indicates its approval of Customer's purchase order by (i) counter-signing a Schedule executed by Customer and (ii) shipping the applicable Products to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. Dell EMC is authorized to periodically monitor the Flexible Consumption in order to

calculate the applicable Flexible Consumption Fee. Dell EMC may conduct such activity through the use of electronic means and/or on-site inspection by Dell EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Products and Dell EMC. Customer authorizes Dell EMC to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Dell EMC to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Dell EMC reasonable access thereto. Dell EMC and WWT shall cooperate with Customer to minimize the impact of any Dell EMC on-site inspection to Customer's operations.

D. Payment. Customer shall pay WWT's invoices in full and in the same currency as the WWT invoice within thirty (30) days after the date of WWT's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by WWT are exclusive of, and Customer shall pay or reimburse WWT for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on WWT's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to WWT. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, Dell EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Dell EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, WWT shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Dell EMC is unable to monitor for a period of more than thirty (30) days, WWT shall invoice, and the Customr shall pay, either (a) the maximum capacity of the Products, or (b) such other maximum rate described in the Schedule, if applicable. If Dell EMC is unable to monitor the Flexible Consumption due to any failure which is caused by Dell EMC (e.g. failure of the modem, software or other equipment used by Dell EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. WWT shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

B. Product Shipment. WWT shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered).

C. Risk of Loss. WWT shall bear the entire risk of loss, theft, damage or destruction with respect to the WWT Products until the time of arrival of the Products at the Installation Site(s) and Customer shall bear such risk from such time on until the Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, WWT shall be relieved of its Flexible Consumption obligations to the extent such event impacts WWT's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify WWT**.**

D. Customer Insurance Coverage. Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Dell EMC will be named as co-insured and loss payee respectively. Upon WWT's request Customer must show WWT and or Dell EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify WWT of any loss claim and Customer must not settle any claims without Dell EMC's agreement.

E. Personal Property and Identification. Title to Products provided pursuant to any Schedule remains with Dell EMC at all times and Customer shall have no right or

interest in such Products except as provided in this Master Agreement and related Schedule. All Products shall remain personal property of Dell EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of WWT, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by WWT; and (ii) not remove such without the prior written consent of WWT. Customer may not change the Installation Site without WWT's prior written consent. Customer shall give WWT immediate written notice of any attachment or judicial process affecting the Products or WWT's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that Dell EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, Dell EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that Dell EMC and/or WWT do not handle, process, or direct the use of Customer Data.

G. Return of Products; Data Migration. Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned to Dell EMC. Customer is liable for any Return costs and shall reimburse WWT for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS.

License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. WWT will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. WWT Warranty. During the Warranty Period, Dell EMC will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide WWT with written notice of any material defect of which it becomes aware. Dell EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If Dell EMC fails to cure such defect within the Cure Period, Dell EMC entire liability and Customer's exclusive remedy shall be for Dell EMC to substitute the defective Product with an identical or equivalent Product model.

B. Exclusions. WWT shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond WWT's control; (iii) installation, operation or use not in accordance with WWT's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than WWT or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. WWT has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without WWT's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, WWT (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. WWT AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Operating Environment Warranty. Customer shall, at its expense, operate the Products with

reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

6.1 IP Indemnity. WWT will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Product from WWT ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by WWT. In addition, should any Product or Support Service become, or in WWT's opinion be likely to become, the subject of such a Claim, WWT may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Master Agreement or elsewhere will obligate WWT to provide any greater indemnity.

6.2 Exclusions from Indemnity. WWT has no obligation under section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after WWT notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than WWT or its authorized representatives; (4) any modification to the Product or Support Service made by WWT pursuant to instructions, designs, specifications or any other information provided to WWT by or on behalf of Customer; (5) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by WWT would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Products or Support Services.

6.3 Indemnification Process. WWT's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to WWT and taking reasonable steps to mitigate damages; (b) granting to WWT the sole right to control the defense and resolution of the Claim; and (c) cooperating with WWT in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF WWT'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR WWT'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF WWT'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR WWT SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within () the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. TRADE COMPLIANCE.

Customer's usage of Products or Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws,

including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

9. TERM; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive**.** Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Events of Default. The occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

C. Remedies. If an Event of Default shall occur, WWT may exercise any one or more of the following remedies: (i) immediately terminate the Schedule; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Products as provided in Section 3G and/or if requested by WWT, assemble the Products in a single location designated by WWT granting Dell EMC the right to enter the premises where such Products are located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Dell EMC to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred in retaking possession of the Products and/or seeking to recover amounts due. WWT shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C.

10. MISCELLANEOUS.

A. Notices. Notice to WWT under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to:. All such notices will be effective upon receipt.

WWT

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by WWT or its assignee of the right to receive payments and related rights due by Customer; assignment of this Master Agreement or any Schedule to Dell EMC; and (iii) the purchase of all or substantially all of WWT's assets or any deemed assignment or transfer by WWT by reason of merger, consolidation, change-in-control or corporate reorganization. WWT may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that WWT remains responsible to Customer for the Services' performance.

D. Governing Law. This Master Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Texas will be the exclusive jurisdiction for disputes arising out of or in connection with this Master Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master

Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as WWT may from time to time reasonably request.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended).

The Disclosure Statement signed by WWT and the SBA and effective March 24, 2021 is incorporated by reference.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

("WWT") [redacted]

Name (Print): Gregory Brush

Title: AVP Public Sector

[redacted]**mer")**

Name (Print): Lamar Taylor

Title: Interim Executive Director & CIO

[redacted]

WORLD WIDE TECHNOLOGY DELL APEX QUOTATION

Customer:	Florida State Board of Administration	Quotation Number:	5997781
Customer Contact:	Nancy Sampson	Date:	04/25/2022
Address:	1801 Hermitage Rd	Valid Until:	5/6/2022
City:	Tallahassee	ISR:	Susan Odrobina
Phone: 850-413-1116 State: FL ZIP: 32308		Phone:	716-713-6292
E-Mail:	Nancy.sampson@sbafla.com	E-Mail:	Susan.odrobina@wwt com

Remittance via check: World Wide Technology, P.O. Box 957653, Saint Louis, MO 63195, United States
ACH/Wire Instructions: US Bank, NA, Saint Louis, MO, ABA#: 081000210, Account#: 1005002348, Swift#: USBKUS44IMT

The total fees for the Flex on Demand solution set forth above shall be payable by the Customer to World Wide Technology, LLC ("WWT") in the following Payment Amounts (each a "Due Date" and each installment amount a "Payment"):

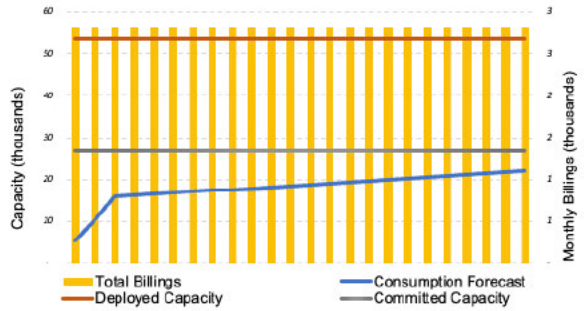
COMMITTED COST SUMMARY (ESTIMATED)	
Description	VxRail P670F/VxRail V670F (VSAN node)
Monthly Payments	$ 5,740.00
Term (months)	24
Payment Term	NET 30
COMMITTED TOTAL (USD)	**$ 137,760.00**

- This quote is WWT Confidential Information
- Single fixed unit rate for committed and burst capacity usage
- Billing commences upon usage, and shall be invoiced monthly
- Committed capacity may be increased, never decreased, anytime during the term to lower unit rate. Rate cards provided below.
- Taxes, and other fees, are not included in the above pricing, and will be due upfront to WWT, if applicable
- Subject to credit, terms, and contract approval

DETAILED BREAKDOWN

STORAGE

Committed Capacity	50% (26,822 GiB) of 53,644 GiB
Monthly Rate per GiB	$0.1047
Committed Total	$67,398.00
NPV Savings v. Purchase	46.4% / $55,464.00

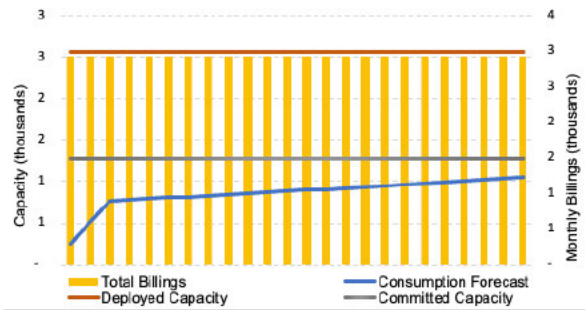


Rate Card

	12 Months	24 Months	36 Months	42 Months	48 Months	54 Months	60 Months
80%	$ 0.0985	$ 0.0844	$ 0.0703	$ 0.0680	$ 0.0653	$ 0.0637	$ 0.0628
70%	$ 0.1054	$ 0.0903	$ 0.0753	$ 0.0728	$ 0.0689	$ 0.0671	$ 0.0653
60%	$ 0.1131	$ 0.0970	$ 0.0808	$ 0.0782	$ 0.0729	$ 0.0710	$ 0.0680
50%	$ 0.1222	$ 0.1047	$ 0.0872	$ 0.0844	$ 0.0774	$ 0.0754	$ 0.0710

MEMORY

Committed Capacity	50% (1,280 GiB) of 2,560 GiB
Monthly Rate per GiB	$2.2901
Committed Total	$70,352.00
NPV Savings v. Purchase	50.8% / $69,004.00



Rate Card

	12 Months	24 Months	36 Months	42 Months	48 Months	54 Months	60 Months
80%	$ 2.1500	$ 1.8429	$ 1.5357	$ 1.4844	$ 1.4143	$ 1.3797	$ 1.3495
70%	$ 2.2997	$ 1.9711	$ 1.6426	$ 1.5877	$ 1.5128	$ 1.4756	$ 1.4436
60%	$ 2.4717	$ 2.1186	$ 1.7655	$ 1.7066	$ 1.6260	$ 1.5861	$ 1.5516
50%	$ 2.6717	$ 2.2901	$ 1.9084	$ 1.8446	$ 1.7575	$ 1.7144	$ 1.6770

Notwithstanding any provision contained in the Quotation provided above, any purchase order or its related terms, any master agreement, the Master Flexible Consumption Agreement and any related services described above are provided (such provisions, purchase order, terms or agreements, collectively, the "Agreements") to the contrary, it is agreed by the parties that: (i) Customer shall make the Payments unconditionally in accordance with these provisions and regardless of any invoicing requirements in the Agreements; (ii) if any Payment or other amount payable is not paid within thirty (30) days of its due date, Customer shall, to the extent permitted by law, pay on demand, as a late charge, an amount equal to one and one-half percent (1.5%) of the amount then due for each thirty (30) days or portion thereof that said overdue payments are not made (but in no event to exceed the highest late charge permitted by applicable law); (iii) Customer also agrees to pay all applicable taxes on its acquisition of rights in the software and maintenance services described above, and all costs of collection, including reasonable fees of counsel expended in collecting amounts due hereunder; (iv) CUSTOMER AGREES THAT ITS OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE IN ACCORDANCE WITH THESE PROVISIONS, SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER; (v) where Customer does not make any Payments pursuant to any of the foregoing conditions, and such failure continues for thirty (30) days, Customer will be obligated to pay an amount equal to the sum of all Payments then due, if any, and all Payments to become due in the future, and WWT shall have the right to terminate Customer's right to use and receive the Software and any Maintenance pursuant to the Agreements. Customer may not assign its obligations under these Quotation without the prior written consent of WWT. The Disclosure Statement signed by WWT and the SBA is incorporated into this agreement by reference.

[redacted]

Name:	Lamar Taylor	Name:	Gregory Brush
Title:	Interim Executive Director & CIO	Title:	AVP Public Sector
Date:	June 7, 2022	Date:	20 June, 2022

[redacted]

Flex on Demand Bill of Materials

210-BBGT	VxRail P670F, All Flash	5
329-BDWH	PSNT Info	5
329-BGIN	P670F Branding	5
384-BCZU	VxRail E660/F PV670F Firmware Lock	5
634-BYVQ	VxRail Software 7.0.240 Factory Install	5
379-BDYQ	No Transformational License Agreement	5
321-BGYN	2.5" Chassis with up to 24 HDDs (SAS/SATA/NVMe), 4x2.5" Rear HDDs (SAS/SATA)	5
325-BDYT	VxRail 2U Bezel V2	5
338-CBWJ	Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666	5
338-CBWJ	Intel Xeon Silver 4310 2.1G, 12C/24T, 10.4GT/s, 18M Cache, Turbo, HT (120W) DDR4-2666	5
379-BDCO	Additional Processor Selected	5
370-AEVR	3200MT/s RDIMMs	5
540-BCRX	Broadcom 57504 Quad Port 10/25GbE,SFP28, OCP NIC 3.0	5
461-AAIG	Trusted Platform Module 2.0 V3	5
770-BBBQ	ReadyRails Sliding Rails	5
770-BDRQ	Cable Management Arm, 2U	5
450-AKKS	Dual, Hot-Plug, Redundant Power Supply (1+1)1100W Mixed Mode Titanium	5
750-ACOM	Fan Foam, HDD 2U	5
379-BDTB	4x2.5 Rear Storage	5
863-8345	Dell Hardware Limited Warranty	5
864-7689	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended	5
864-7690	Prosupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year	5
864-7695	Prosupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years	5
951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	5
975-3461	Dell Limited Hardware Warranty Extended Year(s)	5
819-0590	5 Years, ProSupport Plus With Mission Critical, Software Support	5
812-4011	ProDeploy Plus No Charge Training 200	5
819-2575	ProDeploy Plus Dell EMC VxRail Deployment	5
819-2576	ProDeploy Plus Dell EMC VxRail Deployment Verification	5
389-DYHC	PowerEdge R750 CE, CCC, Marking	5
389-DYHF	Dell/EMC label (BIS) for 2.5" Chassis	5
379-BDSW	SAS/SATA/NVMe Capable Backplane	5
634-BWRZ	HCIA RecoverPoint for VMWare for 1 node VT	5
340-CWLS	P/V 670 Shipping, DAO	5
481-BBFG	PowerEdge R750 Shipping Material	5
379-BDTF	2.5 Chassis	5
330-BBVY	VxRail P670F, Riser Config 5, 2A+4B, 2x8FH, 2x16LP	5
329-BFGT	R750 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	5
412-AAWE	Heatsink for 2 CPU configuration (CPU less than 165W)	5
370-AAIP	Performance Optimized	5
780-BCQR	C43, No RAID, VxRail PV670F/S670	5
405-AAXY	Dell HBA355i Controller Front	5
750-ADED	Front PERC Mechanical Parts, for 2.5" x24 SAS/SATA Chassis	5
403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	5
470-AERS	BOSS Cables and Bracket for R750 (4x2.5" Rear)	5
385-BBQV	iDRAC9, Enterprise 15G	5
379-BCQY	iDRAC Group Manager, Disabled	5
379-BCSG	iDRAC,Legacy Password	5
379-BCRB	DHCP with Zero Touch Configuration	5
750-ADGL	High Performance Fan x6	5
350-BBYX	No Quick Sync	5
387-BBEY	No Energy Star	5
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	5
350-BCFZ	P670F Luggage Tag	5
370-AGDS	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	80
400-AZQO	800GB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	15
400-AXPE	3.84TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD,	15
540-BBUJ	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	5
492-BBDG	Jumper Cord - C13/C14, 4M, 250V, 12A (North America, Guam, North Marianas, Philippines, Samoa)	10
634-BSKX	VxRail VMware, vSAN Advanced, 5 Years	10
634-BYVP	VxRail HCI System Software, A	10
634-BRIL	VxRail HCI System Software, Capacity Drive 3.84TB SAS, SSD	15
634-BYME	VxRail HCI System Software Memory, 32GB	80
823-4156	ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 5 Years	10

Disclosures
to the World Wide Technology, LLC. (WWT)

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 **Warranty**, **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, WWT 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 WWT 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. WWT 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. The SBA requires its vendors to comply 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. WWT acknowledges that SBA is subject to and WWT agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

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

World Wide Technology, LLC.

[redacted]ush

Title: Area VP Public Sector

March 18, 2021

Florida [redacted]

Lamar Taylor

Chief Operating Officer/Chief Financial Officer

March 24, 2021

MASTER FLEXIBLE CONSUMPTION AGREEMENT

This Master Flexible Consumption Agreement **(**this **"Master Agreement"** or **"MFCA")** is made effective as of April 25, 2022 (the **"Effective Date"**) between the following parties:

World Wide Technology LLC ("WWT")		**Florida State Board of Administration ("Customer")**
1 World Wide Technology Way	**And**	**1801 Hermitage Blvd Suite 100**
St. Louis, MO 6146		**Tallahassee, FL 32308**
Email for Legal Notices: Stephanie Stockwell		**Email for Legal Notices: Marissa.Yeatman@SBAFLA.com**

This MFCA governs Customer's access to and use of a configuration of Products on a Flexible Consumption basis at an agreed Customer location, as described in one or more separately executed Flex Consumption Schedules (the "**Schedule(s)**"). This MFCA shall govern each Schedule (including any related purchase order) that references this MFCA.

1. DEFINITIONS.

A. "Billing Period" means the period of time identified on a Schedule for which WWT will invoice Customer for its Flexible Consumption.

B. "**Customer Data**" means all information entered on the Products by or on behalf of Customer or its end users and information derived from such data, including all file layouts and records associated therewith).

C. "Dell EMC" Means EMC Corporation and its affiliates. Dell EMC is a third party beneficiary of this Master Agreement and any Schedule. WWT is authorized to disclose to Dell EMC this Master Agreement, any Schedule, and any documents or information provided by Customer to WWT in connection with this Masterr Agreement and any Schedule.

D. "Documentation" means the then-current, generally available, written user manuals and online help and guides made avaialbale by Dell EMC for Products.

E. "**Flexible Consumption**" means the amount of Customer's usage of the Products, as it may vary from time to time, measured pursuant to a description and metrics identified on the Schedule.

F. "**Flexible Consumption Fee"** means, for a particular Billing Period, (i) the fee for the Monthly Committed Capacity, and (ii) the fee charged by WWT for Customer's Flexible Consumption above the Monthly Committed Capacity, calculated in accordance with the pricing set forth in the Schedule.

G. "**Flexible Consumption Period**" means the time period identified as such on a Schedule, and any WWT approved extension(s) thereto.

H. "Installation Site" means the ship-to address or other location identified as such on the Schedule as the site of installation and/or use of a Product, or a subsequent location approved by WWT**.**

I. "Monthly Committed Capacity" means the amount of capacity the Customer commits to paying for each month as specified in a Schedule regardless of it actual consumption of capacity.

J. "Products" means collectively: (a)**"Equipment"** (which is EMC-branded or Dell-branded hardware provided to Customer under this Master Agreement); and (b) **"Software"** (any EMC-branded or Dell-branded programming code licensed to Customer as a standard product, also including microcode, firmware and operating system software), as more specifically identified on a Schedule. Products exclude Third Party Products.

K. "Return" of a Product means the earlier to occur of (a) Dell EMC taking possession of the Product at the Installation Site, or (b) Dell EMC receiving and accepting a return of the Product.

L. "Support Services" mean services for the support and maintenance of Products as described in the Applicable Schedule.

M. "**Third Party Products**" means hardware, software, or services that are not "Dell" branded, "EMC" branded, or "WWT" branded.

N. "Warranty Period" means for a specific Product, the period of warranty coverage listed at: https://www.delltechnologies.com/content/dam/digitalassets/active/en/unauth/manual-warranty-informations/h4276-emc-prod-warranty-maint-table.pdf.

2. SCHEDULES, PURCHASING, FEES AND PAYMENT.

A. Schedules. The description of the Products, Support Services, and related pricing are as stated in the applicable Schedule. The product specific terms informs Customer of product-specific use rights and restrictions, unit of measure (if any), and the applicable maintenance (support) obligations.

B. Ordering. Customer indicates its approval of a specific Schedule by signing it and issuing a purchase order to WWT that references such Schedule. WWT indicates its approval of Customer's purchase order by (i) counter-signing a Schedule executed by Customer and (ii) shipping the applicable Products to Customer.

C. Authorization to Monitor; Flexible Consumption Fees. During the Flexible Consumption Period, Customer shall pay a Flexible Consumption Fee calculated in accordance with pricing and frequency set forth on and defined in the applicable Schedule. Dell EMC is authorized to periodically monitor the Flexible Consumption in order to

calculate the applicable Flexible Consumption Fee. Dell EMC may conduct such activity through the use of electronic means and/or on-site inspection by Dell EMC personnel and do so only in order to authenticate Customer as the user of the Flexible Consumption and verify Customer's usage levels. Customer is responsible for providing and maintaining the equipment (a physical server or virtual machine) necessary to run storage utilization scripts and to enable electronic communications between the Products and Dell EMC. Customer authorizes Dell EMC to store at the Installation Site, or load onto Products used for electronic communications, such equipment and programming as may be needed by Dell EMC to track usage levels or perform any Support Services for Products and shall not disable or interfere in the operation thereof. Customer shall (i) not copy or make any use thereof whatsoever; and (ii) protect such from disclosure to any third party and give Dell EMC reasonable access thereto. Dell EMC and WWT shall cooperate with Customer to minimize the impact of any Dell EMC on-site inspection to Customer's operations.

D. Payment. Customer shall pay WWT's invoices in full and in the same currency as the WWT invoice within thirty (30) days after the date of WWT's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Customer's obligation to pay the Monthly Flexible Consumption Fee for the Flexible Consumption Period is absolute, unconditional and non-cancellable and shall not be subject to any abatement, reduction, set off, defense, delay or counterclaim for any reason whatsoever.

E. Taxes. The charges due hereunder and any other items provided by WWT are exclusive of, and Customer shall pay or reimburse WWT for, all value added (VAT), sales, excise, withholding, state or other local governmental taxes, property taxes, use taxes and any other taxes, levies, customs and duties resulting from a Customer purchase order, except for taxes based on WWT's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to WWT. Unless otherwise provided on Customer's purchase order, invoices shall be sent to the Customer contact point or Customer's Accounts Receivable department, as specified on the applicable Schedule.

F. Interruption of Monitoring Capabilities. For Schedules in which Flexible Consumption varies based upon usage or another metric, if, for more than five (5) days of any calendar month, Dell EMC is unable to monitor to determine the applicable Flexible Consumption Fee due to (i) any action by anyone other than Dell EMC, or (ii) a failure of any communications equipment provided by Customer that is used for purposes of monitoring, WWT shall invoice, and Customer shall pay, a Flexible Consumption Fee for the affected Billing Period(s) that shall be based on the Flexible Consumption during the previous Billing Period; provided, however, that if Dell EMC is unable to monitor for a period of more than thirty (30) days, WWT shall invoice, and the Customr shall pay, either (a) the maximum capacity of the Products, or (b) such other maximum rate described in the Schedule, if applicable. If Dell EMC is unable to monitor the Flexible Consumption due to any failure which is caused by Dell EMC (e.g. failure of the modem, software or other equipment used by Dell EMC to monitor Customer's usage), the amounts owed by Customer for such outage period shall be based on Customer's Flexible Consumption during the previous Billing Period. WWT shall promptly notify Customer of an inability to electronically and or physically access the Products, as applicable, and work cooperatively to reestablish access.

3. DELIVERY, RISK, TITLE, USE AND RETURN.

A. Installation Site Preparation. On or before arrival of the Products, Customer shall arrange (i) appropriate space at the Installation Site; (ii) the necessary environment (power, cooling, etc.) required to support and operate the Products; and (iii) servers and network connectivity required to support Products.

B. Product Shipment. WWT shall deliver the Products by common carrier to the Installation Site. Software may be provided by (i) shipment of physical media; or (ii) electronic download (when so offered).

C. Risk of Loss. WWT shall bear the entire risk of loss, theft, damage or destruction with respect to the WWT Products until the time of arrival of the Products at the Installation Site(s) and Customer shall bear such risk from such time on until the Products are Returned. If any loss, theft, damage or destruction to the Products occurs during the time Customer bears such risk, WWT shall be relieved of its Flexible Consumption obligations to the extent such event impacts WWT's ability to provide such Flexible Consumption until such time as the Products are repaired or replaced. Charges shall continue to accrue during this period of such interruption. If Products are materially damaged, stolen or destroyed, Customer shall promptly notify WWT**.**

D. Customer Insurance Coverage. Customer must insure the Products (with a reputable insurance company) against all: (a) liability whatsoever to any third party arising directly or indirectly out of Customer's selection, possession or use of the Products, and (b) loss or damage to the Products from all insurable risks for the full cost of replacing it, and (c) other risks in respect of which a prudent owner or operator of Products of the same nature as the Products would normally insure such Products. In regard to (a) and (b), Dell EMC will be named as co-insured and loss payee respectively. Upon WWT's request Customer must show WWT and or Dell EMC evidence that the insurance required under this Master Agreement is in place in respect of the relevant Schedule(s). Customer must immediately notify WWT of any loss claim and Customer must not settle any claims without Dell EMC's agreement.

E. Personal Property and Identification. Title to Products provided pursuant to any Schedule remains with Dell EMC at all times and Customer shall have no right or

interest in such Products except as provided in this Master Agreement and related Schedule. All Products shall remain personal property of Dell EMC notwithstanding the manner in which such may be attached or affixed to realty. At any time, Customer shall (i) at request of WWT, legibly mark each item of Equipment in a reasonably prominent location with a label, disc or other marking stating that the Equipment is owned by WWT; and (ii) not remove such without the prior written consent of WWT. Customer may not change the Installation Site without WWT's prior written consent. Customer shall give WWT immediate written notice of any attachment or judicial process affecting the Products or WWT's ownership of which Customer becomes aware. In case the Equipment is installed at a third party Installation Site, Customer undertakes to notify in writing such third party that Dell EMC is the owner of the Equipment and that such Equipment (i) can not be treated as a fixture or fitting forming part of the third party property (ii) can not be seized by such third party in distress for monies owed by the Customer to such third party. Customer undertakes to guarantee that, at any time during the course of any Equipment applicable Schedule, Dell EMC have the right to enter the third party Installation Site to inspect the Equipment and to retake possession of the Equipment on expiry or termination of any Schedule.

F. Ownership of Customer Data. All Customer Data, shall remain the responsibility and property of Customer. The parties acknowledge and agree that Dell EMC and/or WWT do not handle, process, or direct the use of Customer Data.

G. Return of Products; Data Migration. Prior to any Return of Products, including in case of expiration or termination of the corresponding Schedule, Customer must completely migrate and erase (by use of a method that does not cause damage to the Products) its Customer Data and establish a mutually convenient date, generally coinciding with the end of a Billing Period, when the Products will be Returned to Dell EMC. Customer is liable for any Return costs and shall reimburse WWT for the reasonable value of any Products that are not Returned or are Returned in a condition that evidences damage in excess of reasonable wear and tear.

4. LICENSE TERMS.

License Grant. Customer is granted a non-exclusive, non-transferable license to use the Software and the Documentation during the Flexible Consumption Period solely for Customer's internal business operations, and, when so indicated on the applicable Schedule, for delivery of services to its end users. Customer's rights to use the Software provided during the Flexible Consumption Period are governed by the terms of the Agreement and the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula for the relevant Software product family and effective as of the date of the applicable Quote shall apply taking into account the character of this Master Agreement. WWT will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment item.

5. WARRANTY.

A. WWT Warranty. During the Warranty Period, Dell EMC will maintain a Product's ability to perform substantially in accordance with the related Documentation. Customer shall promptly provide WWT with written notice of any material defect of which it becomes aware. Dell EMC shall remedy such defect within thirty (30) days of receipt of notice (the "Cure Period"). If Dell EMC fails to cure such defect within the Cure Period, Dell EMC entire liability and Customer's exclusive remedy shall be for Dell EMC to substitute the defective Product with an identical or equivalent Product model.

B. Exclusions. WWT shall not be responsible for, and shall have the right to charge Customer for, and Customer shall promptly pay any charges for, Product related problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond WWT's control; (iii) installation, operation or use not in accordance with WWT's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than WWT or its authorized representatives; or (vi) in case of Equipment only, causes attributable to normal wear and tear. WWT has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the Installation Site without WWT's consent or whose original identification marks have been altered or removed.

C. No Further Warranties; Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SUPPORT SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, WWT (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, UNDER THIS MASTER AGREEMENT AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. WWT AND ITS SUPPLIERS DO NOT WARRANT THAT SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS.

D. Customer Operating Environment Warranty. Customer shall, at its expense, operate the Products with

reasonable care and in accordance with the Documentation, and keep the Products located at the Installation Site free and clear from any liens or encumbrances. Customer shall operate and maintain a data back-up system in its data center environment. Customer shall provide for a daily back-up process including backing up data before performance of any remedial, upgrade or other works on Customer's production systems.

6. INDEMNITY.

6.1 IP Indemnity. WWT will: (a) defend Customer against any third party claim that Products or Support Services (but excluding Third Party Products and open source software) infringe that party's patent, copyright or trade secret enforceable in the country where Customer acquired the Product from WWT ("Claim"); and (b) indemnify Customer by paying: (1) the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party Claim; or (2) the amounts stated in a written settlement negotiated and approved by WWT. In addition, should any Product or Support Service become, or in WWT's opinion be likely to become, the subject of such a Claim, WWT may, at its expense and in its discretion: (a) obtain a right for Customer to continue using the affected Product or Support Service; (b) modify the affected Product or Support Service to make them non-infringing; (c) replace the affected Product or Support Service with non-infringing substitutes; or (d) notify Customer to return the Product and discontinue Support Services, and, upon receipt thereof, refund the remaining portion, if any, of any pre-paid Flexible Consumption Fee. Except as otherwise provided by law, this section 6 states Customer's exclusive remedies for any third-party intellectual property claim relating to Products or Support Services, and nothing in this Master Agreement or elsewhere will obligate WWT to provide any greater indemnity.

6.2 Exclusions from Indemnity. WWT has no obligation under section 6.1 above: (a) if Customer is in material breach of this Master Agreement; or (b) for any Claim resulting or arising from: (1) any combination, operation or use of a Product or Support Service with any other products, services, items or technology, including Third Party Products and open source software; (2) use for a purpose or in a manner for which the Product or Support Service was not designed, or use after WWT notifies Customer to cease such use due to a possible or pending Claim; (3) any modification to the Product or Support Service made by any person other than WWT or its authorized representatives; (4) any modification to the Product or Support Service made by WWT pursuant to instructions, designs, specifications or any other information provided to WWT by or on behalf of Customer; (5) use of any version of a Product when an upgrade or newer iteration of the Product or Support Service made available by WWT would have avoided the infringement; (6) services provided by Customer (including Claims seeking damages based on any revenue Customer derives from Customer's services); or (7) any data or information that Customer or a third party records on or utilizes in connection with the Products or Support Services.

6.3 Indemnification Process. WWT's duty to defend and indemnify under this section is contingent upon Customer: (a) sending prompt written notice of the Claim to WWT and taking reasonable steps to mitigate damages; (b) granting to WWT the sole right to control the defense and resolution of the Claim; and (c) cooperating with WWT in the defense and resolution of the Claim and in mitigating any damages.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT FOR CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED HEREUNDER, CUSTOMER'S VIOLATION OF WWT'S OR ITS AFFILIATES' INTELLECTUAL PROPERTY RIGHTS, OR WWT'S INDEMNITY OBLIGATION STATED IN SECTION 6 ABOVE, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIM ARISING UNDER THIS MASTER AGREEMENT SHALL BE LIMITED TO THE TOTAL OF THE FLEXIBLE CONSUMPTION FEES FOR THE PRODUCT, SUPPORT SERVICES, OR BOTH TO WHICH THE CLAIM RELATES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CLAIM IS MADE, EXCLUDING AMOUNTS RECEIVED AS REIMBURSEMENT OF EXPENSES OR PAYMENT OF TAXES ACCRUED.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF WWT'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR WWT SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Limitation Period. All claims must be made within () the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if (a) no such period is specified at law; or (b) the applicable law allows the parties to agree to a shorter period than that specified therein.

8. TRADE COMPLIANCE.

Customer's usage of Products or Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws,

including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

9. TERM; EVENTS OF DEFAULT; REMEDIES.

A. Master Agreement Term. This Master Agreement commences on its Effective Date, and unless otherwise terminated as set forth below, shall terminate for convenience when a party sends written notice of termination, which notice shall become effective forty-five (45) days after receipt thereof. Such termination shall not terminate any Schedule already in effect at the time thereof and shall not impact any renewal provisions of such Schedules. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment and liability, shall so survive**.** Unless earlier terminated pursuant to its term, each Schedule shall commence and expire in accordance with its terms.

B. Events of Default. The occurrence of any of the following in connection with the MFCA, any Schedule, or any amendments to either of the foregoing documents, shall constitute an Event of Default: (i) Customer shall fail to pay the Monthly Flexible Consumption Fee within thirty (30) days of its due date; (ii) Customer shall fail to perform any provision, covenant, condition or agreement, and such failure shall continue for thirty (30) days after notice thereof; or (iii) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings shall be instituted by or against Customer or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or any state or jurisdiction in which Customer is organized, and it shall consent thereto or shall fail to cause the same to be discharged within sixty (60) days.

C. Remedies. If an Event of Default shall occur, WWT may exercise any one or more of the following remedies: (i) immediately terminate the Schedule; (ii) by notice in writing to Customer, declare immediately due and payable, and Customer shall be obliged to pay immediately, (1) all past due Monthly Flexible Consumption Fees and other past due amounts plus (2) as the parties agreed upon pre-estimate of damages and not a penalty, all Monthly Flexible Consumption Fees for the Monthly Committed Capacity for the remainder of the Flexible Consumption Period with clause (2) being discounted to present value using the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of the applicable Schedule and (iii) require Customer to Return any or all Products as provided in Section 3G and/or if requested by WWT, assemble the Products in a single location designated by WWT granting Dell EMC the right to enter the premises where such Products are located for the purpose of repossession; free from all claims by Customer; provided that the parties shall reasonably cooperate to enable Customer to migrate and erase its data and for Dell EMC to recover such Products. Customer shall be responsible for the payment of the actual documented costs and reasonable attorney's fees incurred in retaking possession of the Products and/or seeking to recover amounts due. WWT shall take reasonable steps to protect Customer Data for thirty (30) days after recovery of Products under this Subsection C.

10. MISCELLANEOUS.

A. Notices. Notice to WWT under this Master Agreement or any related transaction must be in writing and sent (i) by registered or certified mail, postage prepaid first-class mail with return receipt requested; or (ii) by overnight delivery service with verification of receipt, to the address below; or (iii) by electronic mail to:. All such notices will be effective upon receipt.

WWT

B. Entire Agreement. This Master Agreement, applicable Schedule(s) and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in a writing with evidence of acceptance by both parties. All terms of any purchase order or similar document provided by Customer, that are inconsistent or conflict with this Master Agreement and/or Schedule, shall be null and void and of no legal force or effect.

C. Assignment and Change in Control. The assignment or transfer, whether by operation of law or otherwise, of a party's right(s) or delegation of obligation(s) hereunder, shall require the consent of the other party. However, such consent shall not be required of Customer if the assignment or transfer involves (i) assignment by WWT or its assignee of the right to receive payments and related rights due by Customer; assignment of this Master Agreement or any Schedule to Dell EMC; and (iii) the purchase of all or substantially all of WWT's assets or any deemed assignment or transfer by WWT by reason of merger, consolidation, change-in-control or corporate reorganization. WWT may use its direct or indirect subsidiaries or other sufficiently qualified subcontractors to provide Services to Customer, provided that WWT remains responsible to Customer for the Services' performance.

D. Governing Law. This Master Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules) and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Texas will be the exclusive jurisdiction for disputes arising out of or in connection with this Master Agreement. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

E. Waiver. Failure to enforce a provision of this Master Agreement will not constitute a waiver.

F. Independent Contractors. The parties shall act as independent contractors for all purposes under this Master

Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other.

G. Financial Statements. Customer agrees to furnish Customer's financial statements (prepared in accordance with generally accepted accounting principles) and other financial information, relating to a Schedule within five (5) Business Days as WWT may from time to time reasonably request.

H. Severability. If any part of this Master Agreement, Schedule, purchase order, or quote is held unenforceable, the validity of all remaining parts will not be affected.

I. Order of Precedence. In the event of a conflict between the provisions of the documentation related to this MFCA, the order of precedence with respect to the term in conflict will be: (a) the terms of a Schedule (as amended); (b) the terms of this MFCA (as amended).

The Disclosure Statement signed by WWT and the SBA and effective March 24, 2021 is incorporated by reference.

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Master Agreement as of the Effective Date.

("WWT") [redacted]

Name (Print): Gregory Brush

Title: AVP Public Sector

[redacted]**er")**

Name (Print): **Lamar Taylor**

Title: **Interim Executive Director & CIO**

Purchase Order

STATE BOARD OF ADMINISTRATION

1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Supplier: 0000562639
WORLD WIDE TECHNOLOGY LLC
PO BOX 957653
ST LOUIS MO 63195-7653

CHANGE ORDER **Dispatch via Print**

Purchase Order	Date	Revision	Page
FSBA1-0000007448	07/08/2022	1 - 07/15/2022	1

Payment Terms	Freight Terms	Ship Via
NET20	Free On Board Destination	Common

Buyer	Phone/Email	Currency
Heidi Hinz		USD

Ship To: HERMITAGE
1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Bill To: 1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Tax Exempt? Y **Tax Exempt ID:** 596001872 **Replenishment Option:** Standard

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 1	DELL APEX Description: VxRail P670F/VxRail V670F (VSAN node) Attn: Marissa Yeatman	24.00	EA	5,740.00	137,760.00	07/08/2022

Schedule Total 137,760.00

Contract ID: 22-0060 Version 1 Contract Line: 0 Category Line: 0 Release: 1

FSBA1 -01001 -77401 -102

Item Total 137,760.00

Quote 5997781.5

Public Records. The Contractor acknowledges that SBA Data will constitute “public records” which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time (“Chapter 119, Florida Statutes”) unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:
(a) Keep and maintain public records required by the SBA in order to perform the services under the 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 the Contractor does not transfer the records to the SBA; and
(d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in the Contractor’s possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’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

Total PO Amount 137,760.00

[redacted]

Authorized Signature

[redacted]

Purchase Order

STATE BOARD OF ADMINISTRATION

1801 HERMITAGE BLVD.
TALLAHASSEE FL 32308
United States

Supplier: 0000562639
WORLD WIDE TECHNOLOGY LLC
PO BOX 957653
ST LOUIS MO 63195-7653

CHANGE ORDER **Dispatch via Print**

Purchase Order	Date	Revision	Page
FSBA1-0000007448	07/08/2022	1 - 07/15/2022	2

Payment Terms	Freight Terms	Ship Via
NET20	Free On Board Destination	Common

Buyer	Phone/Email	Currency
Heidi Hinz		USD

1. ACCEPTANCE; PURCHASE ORDER CONSTITUTES ENTIRE AGREEMENT.
This Purchase Order ("Order") constitutes the offer of the State Board of Administration of Florida (" SBA") and such offer may be accepted by the vendor identified on the Purchase Order (" Supplier") only in accordance with the terms hereof. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced herein (the " Contract Terms "). SBA objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of SBA's offer (" Supplier's Proposed Terms ") which add to, vary from, or conflict with the Contract Terms. Any such Supplier's Proposed Terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and SBA. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and SBA. If an Order has been issued by SBA in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer (e.g., Supplier's standard terms and conditions of sale), then the issuance of the Order by SBA shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contracts Terms constitutes the entire agreement between Supplier and SBA with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notifies SBA to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order, and only so long as the Supplier has not fulfilled all or any part of the Order.

2. DELIVERY/TITLE. Delivery shall be f.o.b. point of destination and title shall pass to SBA upon acceptance at the final delivery point. Risk of damages or loss following shipment and prior to acceptance by SBA shall be the respons bility of Supplier.

3. RIGHT OF INSPECTION AND REJECTION. Material and equipment supplied by Supplier shall be received subject to SBA's inspection and approval within a reasonable time after delivery, notwithstanding prior payment. If specifications or warranties are not met, material and equipment may be returned at Supplier's expense. No material or equipment returned to Supplier as defective shall be replaced except upon SBA's formal authorization, and the price of such returned material shall be deducted from the price hereunder.

4. DISCLOSURE OF PUBLIC RECORDS. Supplier recognizes that SBA and its records are subject to the provisions of the laws of the State of Florida governing the disclosure of public records, including without limitation Florida's Public Records Law, Chapter 119, Florida Statutes (such laws collectively referred to herein as the " FPRL"), and further acknowledges, understands and agrees that, absent a statutory exemption from disclosure that the Order is likewise subject to public inspection pursuant to the provisions of the FPRL.

   SBA hereby advises Supplier that SBA is an "agency" for purposes of the FPRL, and that all information received by SBA (including without limitation Supplier's pricing information) will constitute "public records" for purposes of the FPRL which will be subject to public access and disclosure in the manner provided in the FPRL, unless an exemption from the public access and disclosure requirements of the FPRL is available under Florida law in connection with particular records received or maintained by SBA.

   Supplier agrees that SBA shall be relieved from any confidentiality or other obligations (under any agreement with Supplier or otherwise) to the extent necessary to comply with SBA's obligations under the FPRL.In the case of a conflict between any agreement with Supplier and the FPRL, the provisions of the FPRL will prevail. All confidentiality and non-disclosure obligations and undertakings of SBA are provided only to the extent permitted under the laws of the State of Florida. Further, SBA shall not be liable to Supplier if SBA makes available to the public any record or other information received from Supplier that was required to be made public by SBA pursuant to the FPRL.

5. NOTICES. All notices required hereunder shall be in writing, addressed to the address set forth in the Order (or to such address for a party as it shall subsequently provide by written notice to the other), and shall be delivered manually, via registered or overnight mail or courier, facsimile transmission, or electronic mail, with delivery deemed given upon (i) manual delivery by a party, if delivered manually, or (ii) confirmed receipt through (a) a nationally recognized courier service, if delivered by mail or overnight, (b) printed notice of successful facsimile transmission, if delivered by facsimile , or (c) printed notice of successful transmission of electronic mail, if delivered by electronic mail.

6. LIMITATION OF SBA AUTHORITY. Supplier acknowledges that SBA may be proh bited from entering into any agreement or obligation regarding indemnification, limitation of remedies, disclaimer of liability, limitation of liability, or liquidated damages. Supplier agrees that the SBA will not be bound or deemed to have agreed to any indemnification, limitation of remedies, disclaimer of liability, limitation of liability, liquidated damages or similar provision set forth in the Contract Terms, Supplier's Proposed Terms or set forth in any other agreement between SBA and Supplier.

7. GOVERNING LAW; VENUE. The Contract Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the conflict of law principles thereof. Any proceedings to resolve disputes regarding or arising out of the Contract Terms 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. As an entity of state government of the United States of America, SBA does not waive its right (i) to not submit to the jurisdiction of (a) any court outside the United States, or (b) a United States federal court; or (ii) to a jury trial.

World Wide Technology

Sales Quotation

Quote #	5997781.5
Quote Date	APR-26-2022
Expiration Date	MAY-26-2022
Quote Name	VxRail P670F/VxRail V670F - CoDelivery
Contract	OMNIA Partners Technology Solutions OMNIA / R210407 Exp Date: 05/31/2024

Submitted By

ISR Susan Anne Odrobina
Susan.Odrobina@wwt.com
AM Perry Leon (Perry) Bright
Perry.Bright@wwt.com

Submitted To

Florida State Board of Administration

Issue PO To

World Wide Technology, LLC.
1 World Wide Way
Saint Louis, MO 63146 US

LINE #	MANUFACTURER PART #	MANUFACTURER	QTY	CUST. PRICE	EXT. PRICE
1	**DELL APEX**	DELL	24	$5,740.00	$137,760.00
	Description: VxRail P670F/VxRail V670F (VSAN node)				

TOTALS

Subtotal	$137,760.00
Estimated Shipping	$0.00
Estimated Tax	$0.00
Total Price	**$137,760.00**

This quote is WWT Confidential Information.
Seller provides all products and original manufacturer services to Buyer only in accordance with any applicable original manufacturer terms and conditions within the applicable end user license agreement, terms of service, or similar legal instrument.
Unless expressly stated herein, price quotes are valid for 30 days and are subject to change thereafter.
Due to recent trade tensions between the US and China, increasing tariffs have been levied on goods manufactured in each country that are imported into the other. As a result, prices quoted are subject to adjustment for changes in the tariff rates.
Unless expressly stated herein, prices do not include, and Buyer is responsible for, any and all taxes, handling, shipping, transportation, duties or other charges or fees relating to the sale and delivery of products.
Products may only be returned in accordance with the original manufacturer's RMA policy.
Items returned after 30 days of receipt may not be returnable due to vendor restrictions.
All delivery dates are approximate and not guaranteed.
Products will be shipped in accordance with FCA WWT's shipping point (Incoterms 2010), unless otherwise stated herein or agreed to by both parties in writing in a contract. Title and risk of loss will transfer to Buyer at WWT's shipping point.
Payment terms are net 30, unless otherwise agreed to by both parties in writing.

All products and services are provided to Buyer in accordance with Seller's terms of sale at https://www.wwt.com/TermsAndConditions/TermsAndConditions.doc ; provided that, if Buyer has a master agreement in place with WWT, the master agreement will apply in lieu thereof.
State Fees include Electronic Waste Fees specific to each state that fund recycling programs for Electronic Waste such as computers, monitors, televisions, audio equipment, printers, and other electronic devices as required by law. CA charges an Electronic Waste Fee for Monitor disposal.
As you may be aware, global supply chains across all industries are facing uncertain impacts from the Coronavirus. WWT is monitoring the situation closely and is in constant contact with our suppliers and partners so that quoted lead times are as accurate as possible. Due to the quickly evolving nature of this situation, please be advised that it is possible that quoted lead times and delivery dates may change with little or no notice. WWT will continue to work with customers and suppliers/partners to evaluate options to minimize any impact.

Within the 30 day quote validity period WWT reserves the right to revise the quote due to exchange rate fluctuations.