



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") represents the agreement by and between SecurityScorecard, Inc. ("**SSC**") and State Board of Administration of Florida ("**SBA**") ("**Client**") (SSC together with Client shall be referred to collectively as the "Parties") in connection with the services set described in this Agreement and the Statement of Work ("SOW").

1. SSC Services.

(a) Scope of Services. SSC shall perform certain Services as set forth in an attached SOW (each set of Services under an SOW, an "Engagement"). If Client requests other Services beyond the scope of the SOW, such services will be set forth in a supplemental writing signed by the Parties. Client may engage SSC to perform expert consulting services that are outside the scope of any SOW without entering into an additional SOW (such Services outside of the scope of any SOW, also an "Engagement"). Such work will be billed on an hourly basis at the rate of [REDACTED] per hour if there are no prepaid hours available or such other rate as the Parties may agree in writing. SSC will provide all Services under any Engagement in a professional manner, consistent with reasonable industry standards. All services under any Engagement are generally performed during standard business hours, 9:00 a.m. to 6:00 p.m. Eastern time, Monday through Friday, excluding nationally observed holidays (unless otherwise agreed to by the Parties). At its discretion, SSC may also provide services under any Engagement outside of its regular business hours.

(b) Client Cooperation and Support. Client acknowledges that the timely, complete, and accurate provision of the Services under any Engagement may require assistance, cooperation, information and data from Client's officers, agents, managers, partners, members and employees, and suitably configured computers and software, including vendor systems and resources, and that SSC's ability to complete the Services may be dependent upon the same. Client agrees to provide all information reasonably requested to ensure accurate delivery of Services. If any of the aforementioned items are not provided or provided in such a way that SSC is hindered in its ability to effectively perform the Services, SSC shall so inform Client, and SSC shall not be responsible for providing the Services during any period in which such items are not provided. Failure on the part of Client to meet its obligations under this section may result in increased cost, delayed schedule and/or a breach of this Agreement. SSC and Client shall cooperate and work in good faith independently and together to remedy any such hinderances.

(c) Use of Subcontractors or Third Parties. From time to time, SSC may delegate the performance of all or a portion of the services under any Engagement to a third-party. In such event, SSC shall ensure that the third-party complies with the terms of this Agreement as it applies to SSC. SSC's services under any Engagement may require the use by Client of certain third-party hardware or software products. Unless otherwise stated in any applicable SOW for any Engagement, Client shall be solely responsible for procuring, obtaining, installing, configuring, testing, and making operational this third-party hardware or software and obtaining the necessary licenses for use and incorporation into Client's systems so that SSC can use the same solely for the purposes of providing the services under any Engagement.

(d) Delivery Method. Client shall deliver all information, computer software and hardware, and other related materials necessary to perform the Services to SSC via a delivery method mutually agreed to by the Parties. If the Parties mutually agree to use a courier service such as Federal Express or UPS, or other similar vendor, SSC shall have no responsibility for any delay in the performance of the Services by the failure of the courier service to deliver such materials to SSC.

2. Confidentiality.

(a) Confidential Information. Receiving Party agrees that it will take commercially reasonable steps to maintain and safeguard the confidentiality of non-public, confidential, and/or proprietary information received under any Engagement, and which is designated by the Disclosing Party as confidential or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, to be confidential to Disclosing Party ("Confidential Information"). Confidential Information does not include data or information: (i) disclosed to the public by the Disclosing Party, except where such public



disclosure has been made by the Receiving Party without authorization from the Disclosing Party; (ii) which has been independently developed and disclosed by others; or (iii) which has otherwise entered the public domain through lawful means.

(b) Use of Confidential Information. Receiving Party agrees not to use any Confidential Information for any purpose other than is reasonably required in connection with any Engagement and agrees not to disclose any Confidential Information to any third-party, except as authorized or directed by Disclosing Party, or as otherwise provided herein. Client specifically agrees to maintain the confidentiality of all pricing and service descriptions contained in any SOW for Services under any Engagement.

(c) Required Disclosures. A Receiving Party may disclose Confidential Information of the Disclosing Party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the Receiving Party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

(d) Remedies. Receiving Party understands and agrees that Disclosing Party shall suffer irreparable harm in the event Receiving Party breaches any of its obligations pursuant to this Section 2 and that monetary damages will be inadequate to compensate Disclosing Party for such breach. Receiving Party agrees that, in the event of a breach or threatened breach of this Section 2, Disclosing Party, in addition to any other rights, remedies or damages available to Disclosing Party at law, shall be entitled to a temporary restraining order, preliminary injunction or permanent injunction in order to prevent or to restrain any such breach by Receiving Party, its officers, employees, agents, attorneys and representatives or by any of Receiving Party's Affiliates and such Affiliates officers, employees, agents, attorneys and representatives, or any other Person who receives Confidential Information from the Receiving Party (and to cover all costs (including reasonable attorneys' fees) in doing so).

(e) Survival. The parties hereto covenant and agree that this Section 2 shall continue to bind Receiving Party during the term of the Agreement with respect to all Confidential Information, for a period of 5 years afterward.

(f) For purposes of this Agreement, Disclosing Party means the party disclosing Confidential Information and the Receiving Party means the party to whom the Confidential Information is disclosed under this Agreement.

3. Term and Termination.

(a) Term. The term of this Agreement will begin on the latest date on which a Party executes this Agreement and will continue thereafter for twenty four (24) months (the "Initial Term") and will automatically renew for additional one (1) year terms, unless (i) either party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant Initial Term (such Initial Term and renewal terms collectively referred to herein as the "Term").

(b) Termination by SSC. This Agreement may be terminated immediately by SSC by written notice to Client if (i) Client fails to pay amounts due SSC under any Engagement, including any applicable SOW and such failure continues for a seven (7) day period after notice by SSC to Client; (ii) Client becomes subject to any bankruptcy or state insolvency proceedings and such proceedings are not dismissed within 30 days of commencement, or if Client admits in writing its inability to pay its debts as they mature; (iii) a material adverse change has occurred in the financial condition of Client as determined in the sole discretion of SSC; (iv) SSC determines that changes in the legal, regulatory, or compliance requirements render the Services provided under this Agreement unlawful, noncompliant, obsolete; or (v) Client is in breach of any other terms of this Agreement and such failure continues for thirty (30) days after notice by SSC to Client.



(c) Termination by Client. This Agreement may be terminated immediately by Client by written notice to SSC: if (i) SSC becomes insolvent, admits in writing its inability to pay its debt as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state law or (ii) SSC is in material breach of this Agreement and such breach remains uncured for 30 days after written notice from Client.

(d) Effect of Termination. In the event of any termination, SSC shall be entitled to payment of any invoices outstanding, and all fees or expenses accrued, but not yet payable, through the date of termination. Upon termination of this Agreement, SSC shall securely destroy all Client information in its possession using secure destruction methods and shall provide Client with written confirmation that such destruction has been completed. Within thirty days of termination of this Agreement, Client may also request that all Client information be returned to the Client in accordance with Chapter 119, Florida Statutes.

4. Intellectual Property.

(a) Ownership of Intellectual Property. Except for Services that are defined as written reports requested in an SOW by the Client from SSC that are governed by Section 4(b), the Parties agree that SSC owns all right, title, and interest in and to (i) all software, tools, routines, programs, designs, diagrams, technology, ideas, know-how, processes, techniques, and inventions that SSC makes, develops, conceives, or reduces to practice, whether alone or jointly with others, in the course of its performance under this Agreement; (ii) all enhancements, modifications, improvements and derivative works of each and any of the foregoing; and (iii) all copyrights, trademarks, service marks, trade secrets, patents, patent applications, and other proprietary rights related to each and any of the foregoing (collectively the "SSC Property").

(b) Intellectual Property Ownership of Written Reports. Upon payment in full of all SSC fees under this Agreement, Client shall have sole ownership of all right, title and interest in any written report produced by SSC as a result of the Services performed under this Agreement. All SSC Services, including, without limitation, any written reports or other documentation performed in connection with any Statement or Work pursuant to this Agreement are intended solely for the benefit of Client and may not be used by or relied upon by any other party without the prior written consent of SSC. Subject to the condition regarding payment of SSC fees, all written reports are deemed works for hire. To the extent that any written report may not, by operation of law, be works made for hire, SSC hereby irrevocably assigns to Client, and shall require its agents and subcontractors to assign to Client, all patent, copyright and other proprietary rights of any kind in, to and under the written report. The SSC grants a license to SSC Property incorporated into the Report pursuant to Section 4(c) as SSC will retain ownership of SSC Property.

(c) License to Client. During the Term and subject to the terms of this Agreement, SSC hereby grants to Client a non-exclusive, non-transferable, non-sublicensable right and license to use the SSC Property that is incorporated into Services delivered under this Agreement solely for Client's own internal business purposes. Client shall not, directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile any of the SSC Property, to the extent possible, (ii) modify, create derivative works based upon, or translate the SSC Property; (iii) transfer or otherwise grant any rights in the SSC Property in any form to any other party, nor shall Client attempt to do any of the foregoing or cause to permit any third party to do or attempt any of the foregoing, except as expressly permitted hereunder.

(d) Client Information. Client owns all right, title and interest in the Client Information. Client hereby grants SSC (i) a non-exclusive, royalty free license during the term of this Agreement to use, copy, distribute, display, perform, and transmit Client Information as necessary to perform its obligations under this Agreement, provided such third party in receipt of Client Information is bound by obligations of confidentiality with regard to the Client Information which are at least as protective as the confidentiality obligations set forth in this Agreement, and (ii) a non-exclusive, royalty free perpetual right and license to collect, store, use and disclose aggregated and anonymized Client Information for any lawful purpose.



With respect only to the license granted in clause (i) above, Client represents and warrants that it owns or has the legal right and authority, and will continue to own or have the legal right and authority, to grant SSC during the term of this Agreement the rights and licenses set forth herein and that SSC's use of Client Information as provided therein will not infringe any copyright, patent, trademark, or other proprietary right, misappropriate any trade secret, violate any right of privacy or other right of a third party, or violate or contradict any law or any order of a court or administrative tribunal. The license granted in clause (ii) above is as is and without any warranties.

5. Payment Terms and Invoicing.

(a) Fees and Invoicing. The fees for any Engagement shall be set forth in an SOW. Client is solely responsible for payment of all fees incurred under any Engagement and any corresponding SOWs. Unless otherwise stated in the SOW, SSC shall invoice Client for the entire SOW amount upon execution of the Agreement. Further, SSC shall invoice Client on a monthly basis for any documented reimbursable expenses. All payments shall be due to SSC within 30 days of receipt of an undisputed invoice. Any invoice received by Client in which it does object to in writing within 15 days is deemed undisputed. Any amounts not paid to SSC by their due date shall be subject to a service charge of 1% per month (or, if lower, the maximum amount permitted by law) that a payment is overdue. All fees billed under this Agreement are exclusive of all applicable taxes, duties, or other governmental assessments. Client is solely responsible for paying all sales taxes and any other taxes, however characterized by the taxing authority. Client shall provide a designated contact for receiving invoices, including the contact's name and email address. Payment of any invoices is not contingent upon the substance of any conclusions reached by SSC. Client agrees to reimburse SSC for any costs of collection of any unpaid invoices, including without limitation, reasonable attorney's fees and costs.

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

6. Disclaimer and Limitations.

(a) Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SSC MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SSC DISCLAIMS ANY WARRANTY THAT THE SERVICES PROVIDED BY SSC ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. SSC MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

(b) Disclaimer of Consequential Damages. SSC HAS NO LIABILITY WITH RESPECT TO THE SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF SSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER OR AS A RESULT OF A SSC'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR A DATA BREACH TO THE EXTENT IT ARISES FROM SSC'S BREACH OF THE DATA SECURITY ADDENDUM ATTACHED TO THIS AGREEMENT AS EXHIBIT II TO SCHEDULE 1, SSC'S TOTAL RESPECTIVE AGGREGATE LIABILITY IN CONNECTION WITH ANY CLAIM UNDER THE AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY) FOR ANY DAMAGES OR LOSS (MONETARY OR OTHERWISE) SHALL NOT EXCEED TWO TIMES THE AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR



TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM. SSC'S TOTAL RESPECTIVE AGGREGATE LIABILITY FOR SSC'S BREACH OF THE DATA SECURITY ADDENDUM ATTACHED TO THIS AGREEMENT AS EXHIBIT II TO SCHEDULE 1 SHALL NOT EXCEED FIVE TIMES THE AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM.

(d) No Guarantee. Nothing in this Agreement, and nothing in SSC's statements to Client, shall be construed as a promise or guarantee about the outcome of the matters subject to this Agreement. SSC will not have any obligation to anticipate events or circumstances. A recommendation by SSC in connection with the Services is not a guarantee. Any implementation of conclusions or recommendations provided by SSC, and any corrective actions taken to address the risks identified by SSC during any Engagement, shall be at Client's sole and exclusive discretion, and SSC shall have no liability with respect to Client's decision regarding implementation of any conclusion, recommendation, or corrective action.

7. Indemnification.

(a) Indemnification. Each party shall indemnify, defend and hold harmless the other, and its shareholders, members, board of directors, board of managers, officers, employees, agents and representatives (each, an "Indemnified Party") at all times from and after the Effective Date against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, including reasonable legal expenses, arising out of or relating to any claim by an unaffiliated third party (i) alleging that the use in accordance with this Agreement of the SSC Property or Services (in the case of SSC) or any Client Information (in the case of Client) infringes or misappropriates any copyright, patent, trademark, trade secret, right of privacy of an unaffiliated third party, or violate or contradict any law or any order of a court or administrative tribunal of such unaffiliated third party, or (ii) that arises or is alleged to have arisen solely out of the gross negligence or intentional misconduct of the indemnifying party (each a "Third Party Claim").

(b) Indemnification Process. The Indemnified Party shall promptly notify the indemnifying party in writing of any Third-Party Claim, stating the nature and basis of the Third-Party Claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any Third-Party Claim, provided that, within 15 days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel at its own expense to assist in the handling of such claim, except that the Indemnified Party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the Third Party Claim within the time period set forth above; (y) the Indemnified Party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The Indemnifying Party shall not settle any such Third-Party Claim without the written consent of the Indemnified Party, except for a complete settlement requiring only the payment of money damages to be paid by the Indemnifying Party.

(c) Sole Remedy. Indemnification pursuant to this section is the Parties' sole remedy for any third-party claim against the other party in the nature of gross negligence, intentional misconduct, intellectual property infringement, or invasion of privacy.

8. Conflicts and Nonexclusive Relationship.

(a) Nonexclusive Relationship. SSC follows procedures designed to identify conflicts of interest in connection with handling its engagements. Client agrees that they will inform SSC promptly of any additional parties that may have an interest in any Engagement. Client understands and agrees that SSC



will not be prohibited or restricted from providing services to other clients adverse to Client on matters unrelated to any Engagement. Client further acknowledges and agrees that SSC has and shall be entitled to continue to have, create, and acquire, directly or indirectly, business interests in addition to those relating to the provision of Services under any Engagement including, without limitation, the provision of services similar to the Services to other client including potential or actual competitors of Client.

9. Relationship of Parties.

The Parties expressly agree, and it is understood, that SSC is an independent contractor and nothing in this Agreement shall be construed to designate SSC or any of SSC's principals, partners, employees, consultants, or subcontractors, as servants, agents, partners, employees, or joint venturers of Client.

10. Assignment.

Neither Party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, SSC may assign this Agreement or its rights or obligations hereunder (in whole or in part) upon written notice to Client: (a) to an affiliate, or (b) in connection with a Change of Control. For purposes of this Agreement, "Change of Control" means the occurrence of any one or more of the following events: (i) an acquisition of any voting securities of SSC (the "Voting Securities") by any person or more than one person acting as a group, immediately after which such person or group has "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (and any successor thereto)) and the rules and regulations promulgated thereunder, of 50% or more of the combined voting power or fair market value of SSC's then outstanding Voting Securities, (ii) a merger, consolidation or reorganization involving SSC where the events described in the foregoing clause (i) would be the result, or (iii) an agreement for the sale or other disposition of all or substantially all of the assets of SSC to any person or more than one person acting as a group.

11. Cyber Security

SSC maintains and documents reasonable, technological, physical, administrative and procedural safeguards including, but not limited to, policies, procedures, guidelines, practices, standards and controls that ensure the privacy, confidentiality, security, integrity and availability of personal information of SSC and its information technology network. SSC has a SOC2 Type II report issued annually and will share such report with Client, upon written request.

12. Reserved.

13. Governing Law.

The laws of the State of Florida (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Leon County, Florida, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. SSC and Client hereby waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding has been brought in an inconvenient forum.

14. Notice.

All notices under this Agreement shall be sent to the addresses below the signature block in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, or by email, when the recipient, by an email sent to the email address acknowledges having received that email, or to such other address as such Party shall designate by proper written notice. Notices shall be



deemed given when received.

15. Entire Agreement.

This Agreement and any accompanying SOWs hereunder shall constitute the final, complete and exclusive expression of agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on matters related to this Agreement are expressly merged into and superseded by this Agreement.

16. General.

(a) Non-Solicitation. Client shall not, during and for one (1) year after the termination or expiration of this Agreement, recruit or hire, or attempt to recruit or hire, directly or by assisting others, any employee or subcontractor of SSC involved in the performance of the Services under this Agreement; provided that, regardless of reason, hire or attempt to hire, directly or indirectly, any person who, during the previous twelve months, was an employee of SSC unless such employee has ceased to work at SSC for at least 6 months. The parties agree that nothing in this section shall prohibit general non-targeted solicitation (e.g. internet website job positions) and/or hiring as a result of, by Client.

(b) Force Majeure. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. "Force Majeure Event" does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this Agreement. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. Notwithstanding the foregoing, this section does not relieve SSC from its obligations to use best efforts to minimize unavailability in the event of a force majeure event described herein.

(c) Severability. If any provision of this Agreement or the application thereof to any Party shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

(d) Entire Agreement. This Agreement shall supersede any prior agreements between the Parties with respect to the subject matter hereof. No representation, inducement, or commitment other than as expressly set forth in this Agreement has been made or relied upon by any Party. This Agreement may not be modified or amended except in a writing signed by all Parties. The failure or delay by a Party to declare a breach or termination of this Agreement, or to exercise any right, power, or privilege that it may have under this Agreement, shall not be deemed to be, nor operate as, a waiver thereof. No waiver by a Party of any deviation from, or breach of, this Agreement shall be deemed to be a waiver of any subsequent deviation or breach.

(e) Amendments. The Parties can amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

(g) Authorized Representatives. The individual signing on behalf of each Party below represents and warrants to the other that such individual is authorized to enter into this contract on behalf of, and to bind, the Party for which he, she, or they are signing.



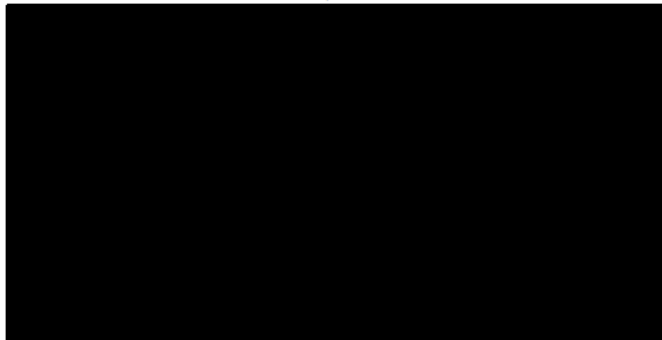
(h) Non-Disparagement. Other than as necessary to respond to any legal or regulatory process or proceeding or as may be required by law, including Amendment 1 of the United States Constitution, both Parties shall refrain from making, or causing or encouraging others to make, any public or private statements (including on social media) that disparage, denigrate, criticize, or malign the other party.

[SIGNATURES ON THE FOLLOWING PAGE]



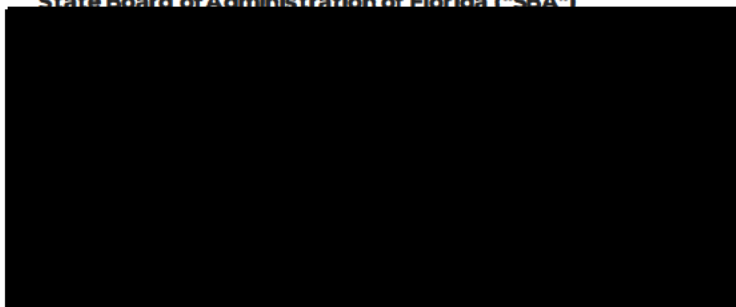
The undersigned have caused this Master Services Agreement to be executed, effective as of the last date set forth below (the "Effective Date").

SECURITYSCORECARD, INC.



"Client"

State Board of Administration of Florida ("SBA")



Notice Information

SecurityScorecard, Inc., Attn: Legal Department	State Board of Administration of Florida, Attn: Director of Information Security, Shon Bynum, Attn: General Counsel, Maureen Hazen
Tower 49, 12 E. 49 th Street, Suite 15-001	1801 Hermitage Blvd, Ste. 100
New York, NY 10017	Tallahassee, FL 32308
Email: NoticesLegal@securityscorecard.io	Email: Shon.Bynum@sbafla.com , Maureen.Hazen@sbafla.com





EXHIBIT A
STATEMENT OF WORK
(Full Services Menu)

This Statement of Work (or "SOW") is entered into by and between SecurityScorecard, Inc. ("**SSC**") and State Board of Administration of Florida ("SBA") ("**Client**") and incorporates herein by reference the Master Services Agreement between SSC and Client with an Effective Date of December 20, 2022 ("**MSA**") and all terms and conditions set forth therein. Defined terms used herein but not defined shall have the meaning ascribed to them in the MSA.

SSC and Client agree that Client has access to the full SSC menu of services designed to help mature the Client's cybersecurity program. The Client will have access to a dedicated SSC contact who is a primary point of contact to provide access to the SSC Services that include, without limitation:

Service Description	Hours	Fees
<u>Incident Response Service (2 year Term)</u> <ul style="list-style-type: none">- Introduction meeting with SSC Cyber Incident Responders (this does not impact available hours)- Playbook on what to do if you suspect a cyber incident (this does not impact available hours)- Access to 24x7 Hotline- Initial Phone Debrief within 2 hours of initial call for help (client and SecurityScorecard Cyber Incident Responders) SecurityScorecard Cyber Incident Responders are SSC's digital forensics experts- Remote investigation started within 8 hours of initial call (once SOW approved)- Contracted dollars can be used for any service SecurityScorecard offers, including: Digital Forensics: investigation and analysis of attack sources, hardware investigative laboratory work. Incident Response: assist Client through data and digital asset recovery, ransomware negotiations, advisory in incident handling. Cyber Defense Stress Testing and Tabletop Exercises: assume compromise situations and orient and enable key	50 per year	



<p>executives and technical staff on how to conduct themselves in the event of a digital attack.</p> <p>Red or Purple Team Exercise: simulate a realistic attack situation and enlist individuals on both SSC and Customer's side to role play live response actions to attack maneuvers by the Red or Purple Team.</p> <p>Penetration Testing: ethically attempt to break into Client's digital defenses and identify and inventory all areas of cyber protection that are demonstrably vulnerable.</p> <p>Third Party Risk Management: advise Client on the setup of SSC's ratings platform. Run enablement sessions and share best practices with Client. Work with Client to load data onto the platform.</p>		
TOTAL	100 hours in 2 years	

Effective Date. The effective date of this SOW shall be the date of the last signature to this SOW (the "SOW Effective Date").

Fees. The Annual Fee for access to these Services is equal to [REDACTED]. This Annual Fee will provide Client access to a total amount of hours equal to 50 ("Dedicated Hours"). The Client may apply hours to any SSC Services as requested by the Client. The Annual Fee shall be invoiced on the SOW Effective Date and due within 30 days after issuance of the invoice. Any additional hours requested by the Client beyond the Dedicated hours shall be charged at a rate of [REDACTED] per hour.

Usage of Hours. All Dedicated Hours purchased under this SOW must be used within (2) years of the SOW Effective Date (unused hours from Year 1 will be added to the hours allotted for Year 2). Client will provide SSC notice in writing when it wishes to engage SSC Services under the Dedicated Hours. The Client and SSC will then negotiate in good faith to enter into an SOW outlining the Services and the amount of Dedicated Hours that will be utilized for those Services. All incident response services require that the Client and SSC enter into a separate incident response engagement letter for those services. Two (2) year after SOW Effective Date, all Dedicated Hours purchased but not used under this SOW will expire and may not be used by Client.

Term: The term of this SOW will begin on the latest date on which a Party executes this SOW and will continue thereafter for twenty four (24) months (the "Initial SOW Term") and will automatically renew for additional one (1) year terms, unless (i) either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Initial Term (such Initial Term and renewal terms collectively referred to in this SOW as the "SOW Term" and such non-renewal referred to in this SOW as the "SOW Expiration").



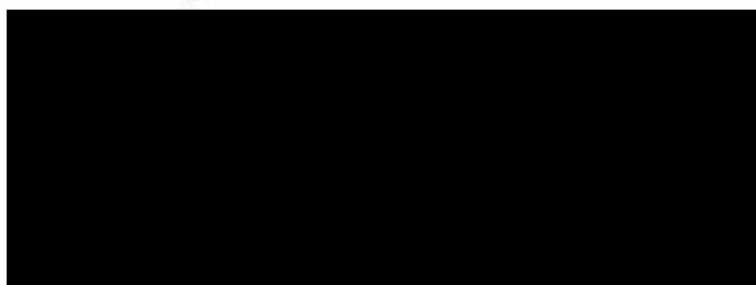
Authorized Billing Contacts. The below table indicates the Authorized Billing Contact for SSC and the Client respectively. All inquiries related to billing and invoices should be directed to these authorized billing signatories.

For SSC	For Client
Name: SSC Accounts Receivable	Name: Shon Bynum
Email: ar@securityscorecard.io	Email: Shon.Bynum@sbafla.com
Phone Number: (800) 682-1701	Phone Number: (850) 413-1124

SECURITYSCORECARD, INC.



State Board of Administration of Florida ("SBA")
"CLIENT"



**SCHEDULE 1 TO THE MASTER SERVICES AGREEMENT (AGREEMENT)
BETWEEN SECURITYSCORECARD, INC. (SSC) AND THE STATE BOARD OF
ADMINISTRATION OF FLORIDA (SBA) DATED December 20, 2022.**

1. Notwithstanding any provision in this Agreement between the parties, SSC acknowledges that the 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.
2. Notwithstanding any provision in this agreement between the parties, SSC acknowledges that the SBA, as an entity of the State of Florida, is prohibited from entering into a limitation of remedies agreement. See Florida Attorney General Opinion 85-66, dated August 23, 1985.
3. SSC acknowledges 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.

To the extent applicable, the SSC shall comply with Chapter 119, Florida Statutes. In particular, SSC shall:

- (a) Keep and maintain public records required by the SBA in order to perform the services under the Agreement;
- (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 Agreement and following completion of the Agreement if SSC does not transfer the records to the SBA; and
- (d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in SSC's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If SSC transfers all public records to the SBA upon completion of the Agreement, SSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SSC keeps and maintains public records upon completion of the Agreement, SSC shall meet all applicable requirements for retaining public records. SSC 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.

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

5. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

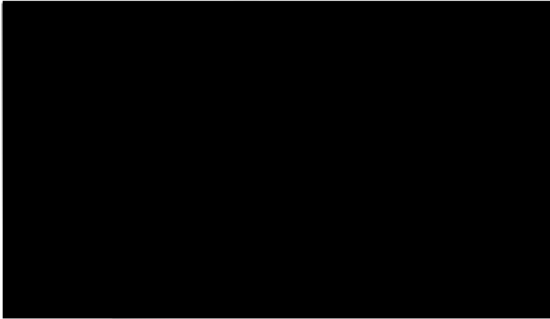
6. SSC shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. SSC acknowledges that SBA is subject to and SSC agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

7. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Exhibit I, will be one of the agreements posted. With the exception of any information SSC has specifically identified and redacted from this Agreement as set forth in Exhibit I, SSC hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information SSC has specifically identified and redacted from any such amendment or addenda at the time SSC delivers an executed counterpart of such to the SBA, SSC hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. SSC hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

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

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

To the extent there are conflicts between this Schedule 1 and the Agreement, this Schedule shall prevail. This Schedule shall be effective on the effective date of the Master Services Agreement between the parties.



**STATE BOARD OF
ADMINISTRATION OF FLORIDA**

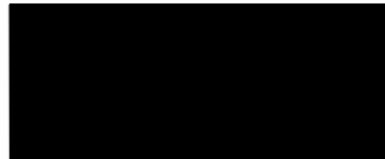
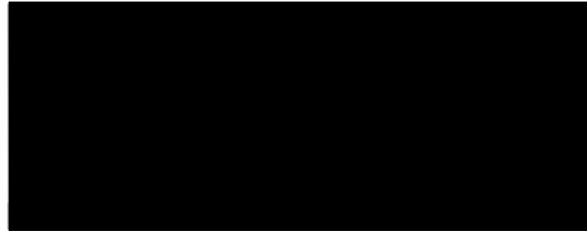


EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

This Data Security Addendum (this “**Addendum**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and Security Scorecard (the “**Contractor**”) and is hereby incorporated into and made a part of the Master Services Agreement, which includes all corresponding schedules, exhibits and attachments, dated December 20, 2022 (the “**Contract**”) by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** The Contractor shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard. The Contractor shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. For purposes of this Addendum, “SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in Contractor’s possession is confirmed or suspected, the Contractor will promptly perform due diligence and promptly report findings to the SBA. Contractor will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the SBA), in addition to any other damages the SBA may be entitled to by law or the Contract. The Contractor will also reimburse the SBA for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in the Contractor’s system, the SBA may request the Contractor to conduct at the Contractor’s expense, an annual network penetration test or security audit of the Contractor’s system(s) on which SBA Data resides.
5. **Data Protection.** No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized Contractor Representatives that have a legitimate business need. For purposes of this Addendum, “Contractor Representatives” means the Contractor’s officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the SBA’s information technology resources shall be submitted to

EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

the SBA's Support and Office Services (“**Help Desk**”) staff. With the SBA’s approval, Contractor Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, the Contractor agrees to provide the Contractor Representatives a written copy of the SBA’s Systems Use Agreement in the form provided by the SBA and attached as Exhibit II-A hereto (which may be amended by the SBA from time to time in the SBA’s sole discretion upon providing notice to the Contractor) (the “Systems Use Agreement”). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor Representatives breach any of the terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

6. **Encryption.** The Contractor shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
7. **Indemnification.** The Contractor agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to Contractor’s breach of data security fraud or willful misconduct, violation of law, or breach of this Contract subject to the limitations in the Contract to the extent permitted under Florida law.
8. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Contract. The Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
9. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
10. **Data Security Procedures.** The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Contract and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Contract or the SBA. The Contractor shall ensure that access to data and databases by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)
11. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. The Contractor will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the

EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

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

12. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
13. **Compliance.** The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).
14. **Return / Destruction of SBA Data.** The Contractor shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Contract, the Contractor will transfer SBA Data to the SBA (if so directed by the SBA) or, unless otherwise required by any applicable law, destroy all SBA Data possessed by the Contractor. The Contractor shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by the Contractor.
15. **Subcontractor/Agents.** The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract.
16. **Right to Audit.**
 - a. During the term of the Contract and for a period of three (3) years after the expiration or termination of the Contract, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Contract and/or the subject matter of the Contract (the "**Records**"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, the Contractor agrees to permit reasonable access to its premises and the Records during Contractor's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Contract and for a period of three (3) years after the expiration or termination of the Contract (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Contractor shall maintain and retain the Records, at its sole expense. In

EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the three (3)-year access and/or retention periods described herein, then this Section 16 shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 16 may include, without limitation, the Contractor's compliance with the terms of the Contract, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

- b. The Contractor shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 16 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA and/or its designees, and the Contractor shall provide a copy of all such responses to the SBA. The Contractor acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
 - c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 16. However, in the event, the SBA and/or its designees conclude that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Contractor shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. The Contractor's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Contractor's additional reimbursement obligation hereunder.
17. **Business Continuity Plan/Disaster Recovery.** The Contractor has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Contract. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. Contractor shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.

EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

18. **Governing Law; Venue.** This Addendum shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Addendum shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.
19. **Survival.** This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Section 16 (Right to Audit) of this Addendum will survive any termination or expiration of the Contract and will continue in effect as provided therein.

EXHIBIT II
to Schedule 1 of the Master Services Agreement

DATA SECURITY ADDENDUM

EXHIBIT II-A
SYSTEMS USE AGREEMENT
(attached)

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

The undersigned (“User”) enters into this Systems Use Agreement (this “**Agreement**”) in consideration of the provision to User of access to information technology resources of the State Board of Administration of Florida (the “**SBA**”).

1. The following terms are defined as follows:
 - a. “**Chapter 119, Florida Statutes**” means Chapter 119 (Public Records), Florida Statutes, as amended from time to time.
 - b. “**SBA Account**” means any set of system access credentials (e.g., a user ID and password) provided by the SBA.
 - c. “**SBA Data**” means all information accessed, created, maintained, obtained, processed, stored, or transmitted using any SBA Account or SBA Systems and all information derived therefrom.
 - d. “**SBA Systems**” means any of the following:
 - i. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
 - ii. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA.
2. SBA Data is and shall remain the exclusive property of the SBA. User shall use SBA Data solely for authorized purposes. SBA Data created by User, obtained by User from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.
3. SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. User shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.
4. User does not have a right to privacy regarding any activity conducted using the SBA Systems. The SBA can review, read, access or otherwise monitor all activities on the SBA Systems or on any other systems accessed by use of the SBA Systems, and purge any or all information on the SBA Systems. The use of a password does not create a right to privacy in the SBA Systems.
5. Only persons who are authorized by the SBA may use SBA Systems. User shall not share SBA Account credentials with any other person, including but not limited to sharing of credentials with other authorized users. User shall immediately change User’s password should it become known by any other person.
6. User shall not make copies of applications running on SBA Systems for use at home, on laptops, or for any other reason, without SBA authorization. User shall not import, download, copy or store SBA Data (including without limitation, emails) onto non-SBA owned devices without SBA authorization. User shall not import, download, copy, or store copyrighted material without permission from the copyright owner.

EXHIBIT II-A
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

7. If User accesses the SBA network remotely, User shall do so only on devices with industry standard, supported anti-virus software installed. This software must be active, be scheduled to perform virus checks at regular intervals, and have its virus definition files kept up to date.
8. User shall not install any applications, programs, applets, or snap-ins on any SBA equipment.
9. User shall not access (or attempt to gain access to) any SBA Account or SBA System other than that to which the User is authorized.
10. User shall not use any SBA Account or SBA System to transmit, distribute, or store content or materials in a manner that violates SBA policies, U.S. state and federal laws, the laws of jurisdictions outside of the U.S., or the terms of this Agreement.
11. User shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus.
12. If User becomes aware of (or suspects there may have been) any violation of this Agreement, User shall contact the SBA Support and Office Services ("**Help Desk**") at 850-413-1100 to report the situation.
13. User understands the provisions of this Agreement. User understands that violation of this Agreement may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.
14. User acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, User shall comply with Chapter 119, Florida Statutes. In particular, User shall:
 - (a) Keep and maintain public records required by the SBA in order to perform the services under any applicable contract for services with the SBA ("**Contract**");
 - (b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by Florida law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Contract and following completion of the Contract if User does not transfer the records to the SBA; and
 - (d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in User's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If User transfers all public records to the SBA upon completion of the Contract, User shall destroy any duplicate public records that are exempt or confidential and exempt

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

from public records disclosure requirements. If User keeps and maintains public records upon completion of the Contract, User shall meet all applicable requirements for retaining public records. User shall provide all records that are stored electronically to the SBA, upon request from the SBA's custodian of public records, in a format that is compatible with the information technology systems of the SBA.

IF USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

15. This Agreement and any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Agreement by this reference, constitute and embody the entire agreement and understanding of User and the SBA with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of User and the SBA.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and User hereby consents to the jurisdiction and venue of those courts.

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

IN WITNESS WHEREOF, the undersigned "User" hereby agrees to the provisions of this Agreement, as of the Effective Date set forth below.

USER:

Printed Name

Signature

Effective Date

Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus