

ACKNOWLEDGEMENT
by Carahsoft Technology Corp. ("Carahsoft") Legal Requirements of
State Board of Administration of Florida must follow

Notwithstanding anything to the contrary in the Standard Agreement for Marketplace Products (the "Agreement"), the following provisions apply to the State Board of Administration of Florida (**SBA**) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by Carahsoft Technology Corp.

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

2. Notwithstanding any provision in any agreement between the parties, Carahsoft acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of any agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes, will prevail.

3. **IF CARAHSOFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CARAHSOFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

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

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

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. Carahsoft hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution Carahsoft may submit a redacted version of the agreement for these purposes.

5. In accordance with Section 448.095(5), Florida Statutes, Carahsoft shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

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

6. **RESERVED**

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

