



Syntrio License Agreement

On August 16th, 2024, Syntrio, Inc., located at 5 Revere Dr, Ste. 200, Northbrook, IL 60062 ("Company") and The Florida Senate, Office of the President, ("Customer") located at: 404 S Monroe St., Suite 409, Tallahassee, FL 32399 entered into this Agreement. The Schedules, Appendices and any addenda attached hereto, and each of the supplemental Schedules signed by both parties constitute the entire agreement ("Agreement") between the parties concerning Customer's use of the Products set forth on Schedule A and Appendix A (the "Products and Documentation").

1. License

- 1.1 The license granted hereunder is limited to the Products and Documentation specified in Schedule A and Appendix A.
- 1.2 The term of this License shall be for the period set out in Schedule A ("Term").
- 1.3 Renewal - After the initial Term this Agreement shall renew automatically for consecutive one-year terms unless written notice of cancellation is provided by either party at least sixty (60) days prior to the start of the next annual period.
- 1.4 Company hereby grants, and Customer hereby accepts, a non-exclusive, worldwide, non-transferable license ("License") to use the Products and Documentation for the period set forth in Section 1.2 above.

2. License Restrictions

- 2.1 Except as expressly authorized herein, Customer will not cause or permit any:
 - 2.1.1. Copying or modification of the Products or Documentation;
 - 2.1.2. Distribution, disclosure, marketing, rental, leasing or transfer to any third party of the Products or the Documentation, or use of the Products or Documentation for any dial-up, remote access, interactive, Internet-based or other on-line service from which Customer receives compensation from subscription fees;
 - 2.1.3. Customer must submit a usage report every six (6) months from the Effective Date of the Agreement. The report shall be due no later than the fifteenth calendar day of the following one-hundred and eighty (180) day period, regardless whether any units or subscriptions have been consumed. Reports should be sent to Syntrio's Client Services Department via email to: useagereports@syntrio.com.
 - 2.1.4 If the customer's actual usage of the service exceeds the licensed amount, they will be charged an overage fee.
- 2.2. Customer upon expiration of the license agreement term must remove and destroy all Company intellectual property related to Schedule A and Appendix A. Providing Company notification of completion within 5 business days by written communication via email to: contracts@syntrio.com. Failure to submit proof of removal and destruction will result in annual fee assessments from Syntrio and annual renewal of the license agreement and the then current list price rates.

3. Title

Company retains title to all portions of the Products and Documentation and any copies thereof.



4. *Warranty*

- 4.1 Company warrants and represents that it has all intellectual property rights necessary to enter into and perform its obligations under this Agreement.

5. *Confidentiality*

- 5.1 Customer agrees not to disclose any Confidential Information (as defined below) to any third parties (including any affiliated entities) without the prior written consent from Company.
- 5.2 Company agrees not to disclose any Confidential Information to any non-affiliated third parties without the prior written consent from Customer.
- 5.3 "Confidential Information" means: (i) any information in written or tangible form which is marked "Confidential" or "Proprietary" or containing a legend to similar effect; and (ii) any information disclosed verbally if such information was designated confidential or proprietary at the time of disclosure and if the disclosing party designates such disclosure as confidential in writing within thirty (30) days of disclosure.
- 5.4 Without granting any right or license, the non-disclosure obligations shall not apply with respect to any information that the receiving party can document: (a) is or becomes (through no improper action or inaction by the receiving party or any affiliate, agent, consultant or employee) generally available to the public; or (b) was in its possession or known by it without any limitation on use or disclosure prior to receipt from the disclosing party; or (c) was rightfully disclosed to it by a third party without restriction; or (d) was disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; or (e) is independently developed by the receiving party without resort to disclosing party's disclosure.
- 5.5 Unless specifically exempted by law, all records made or received by the Company in conjunction with this Agreement are public records available for inspection by the public in accordance with the provisions of Article I, section 24, of the Florida Constitution and section 11.0431, Florida Statutes. In the event the Company receives a request for public records, the Company will notify the Customer of the request and shall coordinate the production of the records to the requestor.

6. *Invoices- Payment*

- 6.1 Company shall invoice Customer upon execution of this Agreement, and on each one-year anniversary thereafter during the Term. Fees are invoiced 30 days prior to the start of each annual period and payment is due prior to the start of such annual period.
- 6.2 The fees for the Services shall be set out in Schedule A. Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with this Agreement unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

7. *Assignment*

- 7.1 Customer may not assign this Agreement (by operation of law or otherwise) or sublicense the Products or Documentation without the prior written consent of Company; provided,



however, that consent shall not be required with respect to any assignment, delegation or transfer by Customer: (a) to a corporation controlling, controlled by or under common control with Customer, (b) in connection with a merger, consolidation or combination, or (c) in connection with a sale of all or substantially all of the assets of Customer. Any prohibited assignment or sublicense will be null and void.

8. *General*

- 8.1 Indemnification. Each party shall indemnify and hold the other party, its successors, assigns, officers, directors, agents, partners, representatives, affiliates and employees harmless from and against any and all liabilities, losses, damages, costs, expenses, actions, claims, and demands whatsoever, including reasonable attorneys' fees, arising from any negligent or willful misconduct by itself, its employees, representatives or agents in connection with this Agreement.
- 8.2 Limitation of Liability. Neither party to the Agreement assumes liability except as expressly provided in this Agreement and in no event will either party be liable for special, indirect, incidental or consequential damages, arising in contract or in tort, under any warranty or otherwise. Notwithstanding any other term or condition in this Agreement, in no event shall the aggregate liability hereunder of either of the parties hereto exceed the total fees paid by the Customer to the Company under the applicable schedule(s). This limitation of liability applies regardless of the form of action, whether in contract, tort, or otherwise.
- 8.3 Modification. This Agreement is subject to modification only by a writing signed by both parties.
- 8.4 Force Majeure. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other party's failure or delay in performance (other than payment of money) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, components, raw materials or supplies, war, riot, insurrection, epidemic, acts of God, or governmental action not the fault of the nonperforming party.
- 8.5 Notices. All notices required or permitted under this Agreement must be in writing. They will be deemed given when (a) delivered personally; (b) sent by confirmed facsimile or electronic mail (email) transmission; (c) delivered by commercial overnight courier with written verification of receipt; or (d) delivered by registered or certified mail, return receipt requested, postage prepaid with verification of delivery. All notices must be sent to the receiving party's initial address on the first page of this Agreement or to such other address that the receiving party may have provided for purpose of notice as provided in this subsection.
- 8.6 Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 8.7 Relationship of Parties. The parties to this Agreement are independent parties. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf. Neither party shall have, and shall not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied,

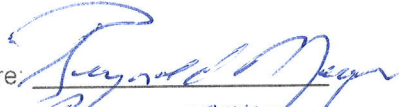


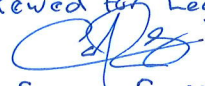
on behalf of the other party or in the other party's name, except as herein expressly permitted.

- 8.8 Governing Law, Jurisdiction. This Agreement, the transactions contemplated hereunder, and any disputes arising out of, related to, or in any way connected to this Agreement or the transactions contemplated hereunder shall be governed by and construed and interpreted in accordance with the internal laws of the State of Florida (and federal laws, to the extent applicable) without giving effect to any choice or conflicts of law principles that would cause the application of Laws of any jurisdiction other than those of the State of Florida.
- 8.9 Workplace Harassment. The Company will adhere to Senate Policy 1.60 (Workplace Harassment Prohibited), which is attached as Exhibit A. If the Customer amends Policy 1.60 during the term of the Agreement, the Company will be sent a copy of the amended policy, which they shall adhere to. The parties agree that this is a material condition to the execution of the Agreement and any violation of the Policy can be grounds for termination by the Customer. The Customer has sole discretion whether a violation has occurred and whether termination is warranted. In the event of a termination under this clause, the Agreement shall cease upon notice of termination. The Company will be paid under the Agreement for the services provided up to that point.
- 8.10 Counterparts. This Agreement may be executed via electronic mail (email) and in one or more counterparts, each of which will be deemed to be original, but all of which together will constitute one and the same instrument.
- 8.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and therefore supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Agreement.


IN WITNESS WHEREOF, Company and Customer have executed this instrument as of the date set forth above.

Customer

Signature: 
 Name/Title: Raymond Meyer
Deputy Chief of Staff
 Date: 6 Sep 2024

Reviewed for Legal Compliance

 Senate General Counsel
 09/06/2024

Syntrio, Inc.

DocuSigned by:

 Signature: _____
 Name/Title: Jarrett Dziuk General Counsel
 Date: 9/6/2024



Appendix A

Customer may utilize 500 licenses per year for 3 courses per user. This agreement accounts for 10% turnover and growth in license count, allowing for a total of 550 licenses each year. Licenses exceeding 550 may be purchased for \$12 per user in groups of 25.

Courses currently selected:

1. CSI Phishing: gls-10100
2. Anti-Phishing Essentials: gls-9070

Additionally, customer will receive customized module of "sefs370gm" with edits previously agreed upon by customer and Syntrio. Customizations exclude audio or video edits, English only.

Current Customizations (sefs370gm):

1. US Workplace Harassment and Discrimination – General Manager (sefs370gm) – overall module
 - a. Remove Sex-Based Discrimination Section
2. Insert Bystander Intervention (secg379) – 10 mins
3. Remove quiz
4. Add "Workplace Violence Prevention" (sefs385)
5. Slide 46 – remove DEIB and Bias section
6. Slide 7 – change one sentence (text only) and add language on recent Supreme Court Case.