

FIRST AMENDED SCHEDULE 1

First Amended Schedule 1 of the Adherence to the FIA Tech System User Agreement between the State Board of Administration of Florida ("SBA") and FIA Technology Services, LLC ("FIA Tech", and both entities collectively referred to as the "Parties").

Effective Date: September 29, 2022

1. Notwithstanding any provision in this Agreement between the Parties, 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, 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 2, 1985. Any limitation of remedies set forth in the Agreement shall only be enforceable to the extent such limitation is permitted under Florida law.

3. 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, FIA Tech shall comply with Chapter 119, Florida Statutes. In particular, FIA Tech 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 FIA Tech 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 FIA Tech's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service but only so long as SBA pays for such maintenance under an appropriate contract with FIA Tech. If FIA Tech transfers all public records to the SBA upon completion of the Agreement, FIA Tech shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIA Tech keeps and maintains public records upon completion of the Agreement, FIA Tech shall meet all applicable requirements for retaining public records. FIA Tech 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 FIA TECH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIA TECH'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**

4. 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.

5. FIA Tech acknowledges that the SBA is subject to, and FIA Tech agrees to, comply with Section 448.095, Florida Statutes, to the extent applicable.

6. 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. FIA Tech 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.

7. In the event of any conflict between this Amended Schedule 1 and the Agreement, either now or in the future as the Agreement (including exhibits and the like) is amended, this Amended Schedule 1 shall control.

FIA Technology Services, LLC



Name: Nicholas Solinger
Title: CEO

**State Board of Administration of
Florida**



Name: Lamar Taylor
Title: Interim Executive Director & CIO

APPROVE LITY



ASSISTANT GENERAL COUNSEL