

MYFRS.COM SYSTEMS INTEGRATION AND WEB PORTAL ADMINISTRATION AGREEMENT

This Consulting Agreement (“Agreement”) is made and is effective as of July 1, 2021, by and between TekStream Solutions, LLC (“TekStream”), with their principal consulting offices located at 1117 Perimeter Center West, Suite E400, Atlanta, GA 30338 and the State Board of Administration of Florida, acting on behalf of the FRS Investment Plan (“SBA”), located at 1801 Hermitage Boulevard, Tallahassee, FL 32308.

ARTICLE 1 – DEFINITIONS

“Employee” means an employee eligible for participation in the Florida Retirement System.

“FRS” refers to the Florida Retirement System, established in Chapter 121, Florida Statutes.

“Investment Plan” or “Plan” means the FRS’ defined contribution program, established in Section 121.4501, Florida Statutes.

“Other FRS Service Providers” means the Division of Retirement, Alight Solutions, GuidedChoice, and EY, and the Investment Plan’s investment providers.

“SBA Data” means all data accessed, created, maintained, obtained, processed, stored, or transmitted by the TekStream in the course of performing the Agreement and all information derived therefrom.

“Scope of Services” means the web system and portal administrative services to be provided by TekStream under this Agreement as set forth in the document attached hereto as Exhibit 1; as such document may be amended or supplemented from time to time. The Scope of Services document and any proposed changes or amendments thereto will be prepared and approved by the SBA and TekStream.

“Web Solution(s)” means a master web site integration plan for employer and employee web sites for members and participants in the Florida Retirement System.

ARTICLE 2 – ADMINISTRATIVE SERVICES

1. The SBA hereby retains TekStream, and TekStream shall provide the services to the SBA, pursuant to the terms and conditions as set forth in this Agreement.

2. The web system and portal administrative services to be provided are those set forth in Exhibit 1-Scope of Services, attached hereto and incorporated into this Agreement by this reference.

3. In addition to those services provided in Exhibit 1, TekStream will provide technology consulting services as may be requested by the SBA.

4. Services provided under this Agreement may not be performed at a location outside the United States.

5. Notwithstanding the provisions of this Article 2, the SBA reserves the right to cancel or reject any plans or schedules after they have been approved, but, in such event, agrees to reimburse TekStream for reasonable expenses or costs involved in the preparation of such canceled projects, but only to the extent of plans or schedules which have prior SBA approval, where actual work has taken place and where invoices for such work are provided.

6. The performance standards applicable to this Agreement are provided in Exhibit 2–Service Level Agreement, attached hereto and incorporated into this Agreement by this reference.

7. The parties may revise or change the nature and scope of some or all of the services from time to time during the term of this Agreement by their agreement in accordance with this Section, including changes relating to the addition, termination or modification of

services or any other changes that alter the scope of this Agreement or the nature of the services. All such changes shall be made in accordance with the terms of this Agreement.

8. The SBA may complete and submit a request for a change to the Scope of Services or this Agreement in writing to TekStream. As soon as practicable thereafter, the parties shall discuss the requested change, which may include discussion of the feasibility of proceeding with such change, the impact of the change on the services, any fees payable thereunder, and the proposed implementation date of the change.

9. If the parties agree to proceed with a change or with further discussions related to such change, TekStream shall: (i) prepare a summary and scope of work and project plan relating to the proposed change which provides a description of the change, and the impact of the change on the ongoing services, if any, and the fees payable; and (ii) submit the completed request to the SBA for review and approval. The SBA shall: (i) review the proposed request and (ii) if in agreement, approve the request, in writing, authorizing TekStream to proceed. Any cost overruns in excess of 10% of the approved project plan will require an amendment to the approved request and authorization by the SBA.

ARTICLE 3 – COMPENSATION

1. **For Services.** The fees and expenses due to TekStream shall be calculated and paid in accordance with Exhibit 3 which is attached hereto and incorporated into this Agreement by this reference, or any other mutually agreed upon writing by the parties. The SBA will reimburse the TekStream for reasonable travel expenses as set forth in Exhibit 4 if travel is directed by the SBA. The fees as set forth in Exhibit 3 shall remain in effect as agreed to by the parties, unless amended in writing pursuant to the provisions of Article 16 herein.

2. a) **Invoices.** TekStream shall generate monthly invoices. The monthly invoices shall separately identify the services provided under Exhibit 1 and in accordance with the fees

outlined in Exhibit 3. The invoice shall concisely and specifically describe the services covered by each invoice. The invoices shall be sent directly to the attention of the SBA's Chief of Defined Contribution Programs by the 10th business day following month end. All invoices for fees and expenses are payable in full thirty (30) calendar days after receipt by the SBA.

b) **Late Payments.** Late payments are subject to a late payment charge at the rate of one (1) percent per month, or portion thereof, of the amount due (but not to exceed the maximum lawful rate).

3. **Additional Services.** The fees and expenses due to TekStream for any additional services shall be paid in accordance with Exhibit 3.

4. **Appropriations.** This Agreement is subject to continuing appropriation by the SBA's Board of Trustees.

ARTICLE 4 – INTELLECTUAL AND OTHER PROPERTY RIGHTS

1. Upon payment in full of all compensation owed to TekStream, TekStream hereby assigns to the SBA sole and complete ownership of all intellectual or other property or materials created or developed on behalf of the SBA. The SBA shall have the right to obtain and hold in its own name all patents, copyrights, registrations, and any other protection available and to make derivative works therefrom. TekStream reserves all right, title, and interest in basic library routines and incidental code and improvements to incidental code (e.g., template parsing routines, HTML parsers, general purpose CGI routines) that TekStream has created or were developed in prior engagements and were not created or developed by TekStream on behalf of the SBA pursuant to this Agreement.

ARTICLE 5 – REQUIREMENTS

1. All requirements shall be in accordance with any and each of the exhibits attached hereto.

2. TekStream will perform due diligence and provide counsel regarding hosting the Web Solution.

3. FRS participants must be able to print or download information from content areas of the site.

4. The Web Solution(s) must make effective use of charts, graphs and other graphical elements used to support overall content. It will be the responsibility of the Other FRS Service Providers and financial content vendors to develop, test and implement appropriate data graphing and display technologies for their relevant application(s).

5. The Web Solution(s) must contain a glossary of terms and independent “Frequently Asked Questions” sections for employers and employees.

6. Navigation features must allow easy access to any location within the Web Solution(s), with low risk of participants “getting lost” when moving between applications. There must be a search engine. Users must be able to access the home page or other applications with a global navigation element.

7. The Web Solution(s) must be organized and intuitive enough for users to find primary site content without clicking through more than 3 screens of information. Employers and employees must be clearly told that they are in the appropriate area of the Web Solution(s).

8. In order to maintain quality control, TekStream will neither add nor incorporate any hyperlinks to other public web sites with the exception of the Division of Retirement’s site(s) and MyFlorida.com, unless otherwise directed to do so in writing by the SBA.

ARTICLE 6 – ASSUMPTIONS

The SBA will provide approvals and requested revisions to TekStream in a timely manner to prevent delays in site deliverables and the incurrence of TekStream’s penalties as stipulated in this Agreement and in any and each of the exhibits attached hereto.

ARTICLE 7 - TERM AND TERMINATION

1. This Agreement shall become effective as of the date first above stated and shall continue in full force and effect for a period of five (5) years, to commence on July 1, 2021, and to terminate on June 30, 2026. This Agreement may be extended for two one-year periods or through June 30, 2028, upon mutual agreement of the parties, in the SBA's sole discretion.

Regardless of any additional extensions, the Agreement may be terminated in accordance with this Article 7 or in accordance with Article 22, paragraph 11.

2. The Agreement may be terminated at any time by the SBA by an instrument in writing delivered or mailed, return receipt requested or certified mail, to TekStream in accordance with Article 23 of this Agreement. Such termination shall take effect not sooner than ninety (90) days after the date of such delivery or mailing, unless a different period is agreed to in writing by the parties.

3. Notwithstanding the forgoing, either the SBA or TekStream may immediately terminate this Agreement in the event that the other party materially breaches this Agreement, if such breach is not cured within thirty (30) days after the breaching party is notified in writing of such breach.

4. TekStream shall provide the SBA with one hundred eighty (180) days written notice in the event the owners of TekStream enter into a formal written agreement to dissolve the company. The SBA may terminate the Agreement at any time within one hundred eighty (180) days of receipt of such written notice from TekStream as a result of such proposed dissolution in accordance with the procedures set forth herein.

5. Upon any termination or non-renewal of this Agreement, TekStream shall become responsible for delivering to the SBA all solution management transition reports and documentation, including SBA information, data, system information and code, and the account

materials, services and/or data in an industry standard format agreed upon by the parties, reasonably necessary for a smooth transition to a successor firm or to the SBA. TekStream will cooperate with the SBA in the orderly transition of its responsibilities to its successor. The SBA shall pay TekStream for work-in-progress, all services rendered, and expenses incurred prior to the effective date of termination with respect to TekStream.

6. Upon termination of this Agreement, TekStream shall cooperate with the SBA until the end-stated effective date of the termination in an orderly transfer of responsibilities and records to the SBA or its representatives. In the event that the SBA elects not to renew its contract at the end of its term or extension, or otherwise terminates the Agreement as permitted herein, TekStream agrees to fully cooperate in the transition to the SBA's new web system and portal administrator. TekStream shall reasonably assist the new administrator and the SBA in learning the content of such documents and files, or otherwise as will be mutually agreed upon between the TekStream and the SBA. After termination, TekStream will have no written, electronic, or telephonic contact with members, except as authorized by the SBA.

7. TekStream 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 Agreement, the TekStream 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 TekStream. TekStream 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 TekStream.

ARTICLE 8 – TEKSTREAM'S RESPONSIBILITIES AND ADMINISTRATIVE SERVICES

1. TekStream agrees that in performing its services, it shall discharge each of its duties with due care, skill, prudence and diligence under the circumstances that a prudent person

acting in a like capacity and familiar with such matters would use in the conduct of any enterprise of like character and with like aims. TekStream shall discharge its duties under this Agreement with respect to the Plan solely for the benefit of the SBA, its FRS members and beneficiaries. Member information is deemed to be a plan asset.

2. Notwithstanding the above, TekStream's role with the SBA is to assist the SBA fiduciaries in obtaining the level of expertise they need to prudently fulfill their fiduciary responsibilities. While TekStream is expected to perform its services in a manner consistent with the standards of care under the immediately preceding paragraph, the SBA retains the responsibility for making all administrative decisions with respect to Plan matters. In making those decisions, the SBA may draw upon the resources and expertise of TekStream to the extent it deems necessary to perform its responsibilities consistent with the standard of care under the relevant Florida Statutes.

3. The SBA will notify TekStream of any developments or changes that may affect the services TekStream is providing as outlined in this Agreement.

4. **Initiative.** TekStream shall exercise initiative regarding any activities performed under this Agreement and through its actions actively assist the SBA to achieve superior performance in connection with the SBA's responsibilities, taking account of fiduciary standards, the SBA's goals and objectives, expenses, and other relevant factors. At least annually, TekStream shall suggest to the SBA any changes that could be made to TekStream's responsibilities and activities that might better serve the SBA's goals and objectives.

ARTICLE 9 – CONFIDENTIAL INFORMATION

1. Subject to Chapter 119, Florida Statutes, TekStream and SBA each agree that all confidential information, as defined herein, communicated to each other during the term of this Agreement shall be received in strict confidence, shall be used only for the purposes of this

Agreement, and no such information shall be disclosed to third parties by the recipient party, its officers, employees, consultants, or agents without the prior written consent of the other party.

“Confidential Information” is all information, whether oral, written, graphic or machine-readable, relating to SBA or TekStream, their operating systems, financial information, or as described in Section 121.4501(19), F.S., that is designated in writing to be confidential or proprietary, that is made so by law, or that would be understood by a reasonable person to be confidential or proprietary. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information. Confidential Information shall not include any information that (a) is in the public domain, other than by any breach of this Agreement; (b) is in the possession of a party to this Agreement on the effective date hereof, if it was not obtained from the other party; (c) is generated independently by the receiving party or developed by a party outside the scope of any agreement with the other party, or (d) is required to be disclosed by law, subpoena or other legal process, including the provisions of Chapter 119, Florida Statutes, accounting or regulatory requirements, as the case may be.

2. **Confidential Treatment.**

a) Subject to the provisions of Chapter 119, Florida Statutes, either the SBA or TekStream shall treat the Confidential Information as confidential, using the same standard of care that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care), and no information shall be disclosed to third parties by the SBA or TekStream, without the prior written request of the other party. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, except as provided in this Article 9, paragraph 4.

b) Except to the extent otherwise required by any applicable federal or state law, or requested by regulatory authority, or by direction of the SBA, TekStream shall keep confidential

any and all information concerning the affairs of the SBA, the actions of TekStream taken pursuant hereto, and the details of any transaction effected in accordance with the terms and provisions of this Agreement consistent with 121.4501(19), Florida Statutes.

3. **Requirements of Law.** Neither the SBA nor TekStream shall be bound under this Article to the extent that it acts under compulsion of law or in accordance with the requirements of any national or local government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform. If either the SBA or TekStream is required to disclose Confidential Information pursuant to such requirements of law, each shall first notify the other party so that it may seek protective orders or take any other legal action it deems necessary. Any Confidential Information disclosed pursuant to requirements of law shall still be deemed confidential.

4. **Public Records**

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

- (a) Keep and maintain public records required by the SBA in order to perform the services under this Agreement;
- (b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested public records or allow such 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 contract term and following the completion of the contract if TekStream does not transfer the records to the SBA when the Agreement is completed; and

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in TekStream's possession or keep and maintain the public records required by the SBA in order to perform the services under this Agreement. If TekStream transfers all public records to the SBA upon completion of the contract, TekStream shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TekStream keeps and maintains public records upon completion of the contract, TekStream shall meet all applicable requirements for retaining public records. TekStream shall, upon request from the SBA's custodian of records, provide all records that are stored electronically to the SBA in a format that is compatible with the information technology systems of the SBA.

(e) To the extent permitted by federal or Florida law, TekStream agrees to keep the SBA's records confidential and shall not disclose such records to any person, organization or entity other than the SBA as more particularly described in Article 9 hereof.

(f) TekStream consents and agrees to be sued in, and subject to the exclusive jurisdiction of, Florida state courts located in Leon County, Florida with respect to any civil or criminal litigation required to enforce the provisions of Chapter 119, Florida Statutes, or the provisions of this Section II.H.

(g) All requests, including telephone requests, for inspection of public records shall be immediately forwarded to the SBA's Office of General Counsel.

**IF TEKSTREAM HAS QUESTIONS REGARDING THE APPLICATION
OF CHAPTER 119, FLORIDA STATUTES, TO TEKSTREAM'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE SBA'S CUSTODIAN OF 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. **Right to Equitable Relief.** The SBA and TekStream acknowledge and agree that a breach of these confidentiality obligations would cause irreparable harm to the other and that no adequate remedy is available at law for such breach. Accordingly, it is agreed that the SBA and TekStream will be entitled to seek an injunction or injunctions to prevent breaches of these confidentiality obligations and to enforce specifically the terms and provisions of this Article 9.

6. **Non-solicitation.** TekStream shall not use information obtained under the Plan, or pursuant to this Agreement, to directly solicit members with respect to any product or services of TekStream, its partners, subsidiaries, or affiliates not part of this Agreement. All information concerning the Plan, the FRS, and Members is the sole property of the SBA and that information will remain confidential and will not be used, transmitted, sold, conveyed, released or distributed to any entity or individual for any purposes whatsoever, except as required to conduct Plan operations.

7. **Electronic Media.** Either the SBA or TekStream may use electronic media to correspond or to transmit information and such use shall not, in and of itself, constitute a breach of any confidentiality obligations under this Agreement, provided that the proper security measures have been implemented in advance by all parties through data encryptions, digital signatures or other approved protection measures in accordance with this Agreement.

ARTICLE 10 – CONFLICT OF INTEREST

TekStream shall not directly or indirectly receive any benefit from recommendations made to the SBA and shall disclose to the SBA any personal investment or economic interest of TekStream which may be enhanced by the recommendations made to the SBA. TekStream

acknowledges that the SBA is subject to the provisions of Chapter 112, Part III, "Code of Ethics for Public Officers and Employees," Florida Statutes, and all rules adopted thereunder, and TekStream agrees to promptly comply with any requirements that may be applicable to it thereunder.

ARTICLE 11 – INDEMNIFICATION

1. TekStream 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 the MyFRS Vendor's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Agreement including the attached Schedule A and Systems Use Agreement. TekStream may settle an action, suit or proceeding without the SBA's consent only if such settlement includes a general release of the SBA.

2. TekStream shall carry at least \$1 million of Errors and Omissions/Professional Liability Insurance coverage on a per occurrence basis and, upon the request of the SBA, shall provide evidence of such coverage and of the payment of premium on said policy no later than five (5) business days after such request.

3. TekStream shall maintain Crime Insurance with a limit of liability not less than \$1,000,000 annual aggregate, covering loss of SBA property or assets in TekStream's care, custody, or control and caused by a dishonest act on the part of an employee of TekStream.

4. **Additional Provisions:**

a) **Additional Insured.** The SBA shall be named as additional insured on all general liability, crime, professional liability and excess/ umbrella insurance policies. All insurance provided in compliance with this Agreement shall be primary as to any other insurance

or self-insurance programs afforded to or maintained by the State.

b) **Cancellation.** The SBA shall be provided at least twenty (20) days written notice before cancellation or non-renewal of any insurance referred to in this Agreement.

c) **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business with the State of Florida and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the SBA, or the Department of Financial Services, Office of Insurance Regulation, before the contract is accepted or work may begin.

d) **Excess Coverage.** By requiring insurance herein, the SBA does not represent that coverage and limits will be adequate to protect TekStream and such coverage and limits shall not limit TekStream's liability under the indemnities and reimbursements granted to the SBA in this Agreement.

5. **Disclaimer of Consequential Damages.** THE SBA SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHICH MAY ARISE FROM THE PERFORMANCE, NONPERFORMANCE, BREACH OF WARRANTY, DEFAULT, OR OTHER BREACH OF THIS AGREEMENT.

6. EXCEPT IN THE CASE OF A PARTY'S INDEMNIFICATION OBLIGATION OF A THIRD-PARTY CLAIM BROUGHT AGAINST THE OTHER PARTY FOR INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF CONFIDENTIALITY, BREACH OF A PARTY'S OBLIGATION TO COMPLY WITH APPLICABLE LAW, AND A PARTY'S INTENTIONAL FRAUD, EACH PARTY'S AND THEIR RESPECTIVE AFFILIATES' COLLECTIVE LIABILITY TO THE OTHER PARTY OR THEIR AFFILIATES FOR ANY DAMAGES INCURRED UNDER THIS AGREEMENT WILL NOT

EXCEED THE FEES RECEIVED BY TEKSTREAM UNDER THIS AGREEMENT DURING THE PREVIOUS TWENTY-FOUR (24) MONTHS REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE UNLESS EXEMPTED ABOVE. NOTWITHSTANDING THE FOREGOING, EACH PARTY'S AND THEIR RESPECTIVE AFFILIATES' LIABILITY TO THE OTHER PARTY OR THEIR AFFILIATES FOR DAMAGES INCURRED UNDER THIS AGREEMENT SOLELY RELATING TO A PARTY'S BREACH OF DATA SECURITY SHALL NOT EXCEED THE FEES RECEIVED BY TEKSTREAM UNDER THIS AGREEMENT DURING THE PREVIOUS THIRTY-SIX (36) MONTHS. THIS SECTION IS APPLICABLE TO THE EXTENT PERMITTED BY FLORIDA LAW.

ARTICLE 12 – NONDISCRIMINATION

The TekStream agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual orientation or national origin.

ARTICLE 13 – SUBCONTRACTOR RESPONSIBILITY AND ASSIGNMENT

1. TekStream shall not enter into material subcontracts for any of the work or services contemplated under this Agreement unless specifically approved in writing by the SBA prior to the commencement of subcontracted work. Upon request by the SBA, TekStream shall furnish copies of contracts, information concerning qualifications of prospective subcontractors, and references, prior to the SBA's written approval of the subcontractor.

2. TekStream shall not be required to obtain the SBA's consent prior to TekStream's retention of any immaterial subcontractor or substitute immaterial subcontractor; for purposes of this Agreement, immaterial subcontractors shall include such services utilized by TekStream

such as temporary employment services, fulfillment houses or printers, photocopying suppliers, and other similarly situated vendors of such non-client facing services. Notwithstanding the foregoing, TekStream shall provide the SBA with a list of both its material and immaterial subcontractors, and with respect to any changes in immaterial subcontractors, shall provide the SBA with email notification of any change prior to the inception of such change. TekStream shall remain responsible for the performance of any subcontractor.

3. TekStream shall not assign or delegate its rights or responsibilities, in whole or in part, and no corporation or entity which acquires substantially all of TekStream's business and assets or with which TekStream merges, consolidates or otherwise combines, may succeed to TekStream's rights and responsibilities without the SBA's prior written consent; provided, however, that application of this Section to any owner or acquirer of TekStream shall be by the prior written approval of the SBA, which approval shall not be unreasonably withheld. Any attempted assignment or delegation by TekStream without the required written consent shall be void.

4. TekStream agrees to accept responsibility, without qualification, for the negligent and willful acts of any subcontractors hired by TekStream to assist in work performed for the SBA.

5. For purposes of the services under this Agreement, the SBA approves:

a) CDI as a subcontractor to TekStream, subject to the executed contract between TekStream and CDI for system monitoring services. If the contract is amended, TekStream shall submit the amended contract to the SBA within 5 business days of execution. CDI, as subcontractor under this Agreement, shall additionally carry at least \$1 million of Errors and Omissions/Professional Liability Insurance coverage on a per occurrence basis. Approval of CDI as a subcontractor by the SBA does not dilute, abridge, or remove any of the duties, rights,

obligations, and fiduciary responsibilities of TekStream and the SBA under this Agreement. If the contract between CDI and TekStream terminates, the SBA reserves the right to approve any entity or entities that TekStream selects to replace CDI as a subcontractor under this Agreement. TekStream will supply the SBA with written notice of its intention to replace CDI and the name(s) of the intended replacement(s) for CDI, at least two (2) weeks in advance of the intended replacement date. Upon request by the SBA, TekStream shall furnish copies of contracts, information concerning the qualifications of the prospective replacement subcontractor(s), and references to allow the SBA to evaluate the replacement subcontractor(s). Approval of the replacement entity(ies) shall not be unreasonably withheld. The failure of TekStream to comply with this paragraph will be considered a material breach of this Agreement, and may cause the Agreement to be terminated in accordance with Article 7.

6. See additional subcontracting requirements in Schedule A, Data Security Addendum.

ARTICLE 14 – KEY PERSONNEL

1. TekStream shall determine which of its personnel shall be assigned to perform the services under this Agreement, and reserves the right to replace or reassign such personnel during the term hereof; provided, however, that TekStream shall, subject to scheduling and staffing considerations, attempt to honor the SBA's request for specific individuals for performing the services. In addition, following execution of this Agreement, TekStream shall provide the SBA with written notification of changes in key personnel at least (2) two weeks in advance of any such changes to the extent possible. For purposes of this Agreement, the key personnel shall initially be: Rimpi Mathur, Kevin Donnelly, Mubeen Bolar, Kevin Morton and Robert Jansen. The SBA reserves the right to approve any and all designated replacement key personnel. The failure of TekStream to comply with this paragraph will be considered a material

breach of this Agreement, and may cause the Agreement to be terminated in accordance with Section 7 herein.

2. The SBA reserves the right to disallow any non-key TekStream personnel from providing services directly to FRS members under this Agreement, provided that such disallowance is based on substantiated allegations of: (a) harassment; (b) tortious or illegal conduct; (c) conduct inconsistent with professional standards applicable to such personnel; (d) alcohol or controlled substance abuse; (e) a violation of any of the provisions of this Agreement; (f) job performance not in compliance with the requirements of this Agreement; or (g) other conduct that the SBA reasonably believes may result in a claim against the SBA. The SBA shall communicate its concerns regarding the performance of non-key TekStream personnel prior to a written request for disallowance and shall discuss solutions to such problems with TekStream in good faith. No disallowance shall be in violation of any applicable law.

3. Taken together, the Chief of Defined Contribution Programs, the Director of Educational Services, Office of Defined Contribution Programs, and the Executive Director and CIO of the SBA shall be the Key Personnel for the SBA.

ARTICLE 15 – RIGHT TO AUDIT

1. During the term of and for a period of ten (10) years after the expiration or termination of this Agreement, 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 this Agreement and/or the subject matter of this Agreement (the “Records”). In the event such right is exercised and upon no less than ten (10) business days’ prior written notice by the SBA, TekStream agrees to permit reasonable access to its premises and the Records during TekStream’s normal business hours and subject to such person complying with TekStream’s

security and access policies and procedures. 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 and for a period of ten (10) years after the expiration or termination of this Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), TekStream shall maintain and retain the Records, at its sole expense. In 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 ten (10)-year access and/or retention periods described herein, then this Section 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 may include, without limitation, TekStream's compliance with the terms of this Agreement, 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.

2. TekStream shall use reasonable 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 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. TekStream shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to TekStream by the SBA and/or its designees, and TekStream shall provide a copy of all such responses to the SBA. TekStream acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

3. Except as set forth herein, the SBA shall bear the costs of any inspection, review

and/or audit described in this Article 15. However, in the event, the SBA and/or its designees conclude that TekStream overcharged the SBA or that TekStream engaged in or committed (including through acts or omissions) any fraud and/or misrepresentation, then TekStream 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. TekStream'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 TekStream's additional reimbursement obligation hereunder.

4. TekStream, at its own expense, shall promptly notify the SBA of any material irregularities, which TekStream has reason to believe would materially affect the operation of the Plan. TekStream shall annually provide the SBA with a SOC-2, Type 2 Certification, reporting on controls of TekStream relevant to security, availability, processing integrity, confidentiality or privacy, as applicable to the services provided under the terms of this Agreement. In addition, TekStream is responsible for monitoring compliance of SOC-2, or equivalent-type reports, of any subcontractors who perform work under this Agreement.

ARTICLE 16 – AMENDMENTS, CHANGES, AND MODIFICATIONS

1. **Amendments.** The parties may amend this Agreement, including the Scope of Services and Service Level Agreement and Fee Exhibits, by mutual agreement, pursuant to a written amendment executed by both parties. If any such changes cause an increase or decrease in the cost of, or the time required, for the performance of the services or other services under this Agreement, an equitable adjustment may be made in the Agreement fees, or the period of performance, or both, and this Agreement shall be modified in writing accordingly. Any claim by TekStream for adjustment under this Section must be asserted within thirty (30) days from the date of receipt by TekStream of the notice of such changes from the SBA; provided, however,

that the SBA may, if the SBA decides that the facts justify such action, receive and act upon such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Article 17 of this Agreement entitled “Disputes.”

ARTICLE 17 – DISPUTES

1. **Dispute Notification.** If either party to this Agreement is not reasonably satisfied with the performance of the other party hereto, or such other party’s personnel, the dissatisfied party shall bring the issue(s) to the attention of the other party for resolution.

2. Notification must include, but shall not be limited to, a detailed written description of the issue(s) and may require that appropriate action, as determined by the dissatisfied party, be taken. The notified party will respond, in writing, within ten (10) days following receipt of the notification.

3. The response shall state the intended corrective action, with a detailed explanation. If the party’s intended action differs from the dissatisfied party’s requested action, the dissatisfied party will work with the other party to develop an appropriate solution.

4. **Dispute Escalation.** Issues will be escalated to TekStream’s personnel in the order listed below until fully resolved:

a) Kevin Morton and Robert Jansen

5. Issues will be escalated to SBA’s personnel in the order listed below until finally resolved:

- a) Director of Educational Services, Office of Defined Contribution Programs
- b) Director of Policy, Risk Management and Compliance, Office of Defined Contribution Programs
- c) Chief of Defined Contribution Programs Officer, Office of Defined Contribution Programs
- d) Executive Director & CIO

6. The parties agree that this dispute process shall precede any legal action as specified in Section 22.9.

7. **Force Majeure.** Except for payment obligations hereunder, a party's failure to perform any of its obligations under this Agreement shall be excused if and to the extent such failure arises out of a catastrophic event beyond the reasonable control of the nonperforming party. Such causes may include, but are not restricted to, (i) acts of God or the public enemy, acts of the federal government in either its sovereign or contractual capacity, fires or other loss of facilities, floods, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, failure of a common carrier, computer downtime, telephone system outage, delays or failures of access involving the Internet, World Wide Web or similar services including network traffic and configuration problems therewith, or unusually severe weather, labor disputes, and call demand in excess of telephone capacity or operator capacity and similar occurrences; or (ii) the acts or omissions of the other party, including in the case of TekStream, its reliance upon SBA information, data or instruments provided by the SBA; provided, however, that in every such case the failure to perform must be beyond the reasonable control of the nonperforming party.

ARTICLE 18 – DISASTER PREPAREDNESS AND SECURITY

1. TekStream warrants that it has and shall maintain written disaster preparedness and recovery plans appropriate to meeting the terms and conditions of this Agreement and any such service level commitments attached to and made a part of this Agreement. The disaster recovery plans include detailed plans and actions ranging from recovery from minor losses or temporary outages to comprehensive disaster recovery planning for catastrophic losses. TekStream shall deliver the disaster recovery plan to the SBA at the time of signing of this Agreement and annually thereafter. TekStream shall update and test the operability of the plans at least annually. TekStream's service shall include adequate protections, consistent with

industry best practices, against unauthorized modification, disclosure or destruction of any material which is a part of this Agreement.

2. TekStream agrees that it will comply with the requirements thereof and provide the required reporting of any breach to the system and/or FRS specific data to the SBA as outlined in Section 501.171, F.S.

3. The Parties agree to the terms set forth in attached Schedule A, Data Security Addendum.

ARTICLE 19 – APPROVAL OF EDUCATION AND COMMUNICATION MATERIAL

1. Educational or communications materials prepared by TekStream pursuant to this Agreement shall be submitted to the SBA for prior approval regardless of whether they are to be communicated to FRS members or FRS employers in written or oral formats. Prior approval shall be required for materials including, but not limited to, reports, seminar materials, handbooks, frequently asked questions and responses, scripts and seminar workshop presenter and planner training materials. Acceptance shall not be unreasonably withheld. Any rejection shall be in writing and shall specifically state the manner in which the materials are unacceptable.

2. The SBA reserves the right to temporarily suspend access to TekStream's services and transmission of other educational and communications media for up to ten (10) business days in the event that TekStream does not materially comply with the terms, conditions and performance standards of this Agreement.

ARTICLE 20 – COMPLIANCE WITH LAWS

1. TekStream hereby covenants and agrees that at all times during the term of this Agreement, TekStream shall comply with all applicable laws, rules, regulations, professional

standards, or other applicable legal requirements to which TekStream, its Services or any of the activities contemplated by this Agreement are subject.

2. TekStream shall notify the SBA if TekStream learns or is made aware that the services provided under this Agreement do not comply with any applicable state or federal laws, rules, regulations or local government ordinance relating to the services, including, but not limited to, the provisions of the U.S. Internal Revenue Code.

3. To the extent that any amendment or change in applicable laws, rules, regulations, or local government ordinances relating to the services would make a change to this Agreement necessary or desirable, TekStream shall notify the SBA thereof immediately upon becoming aware of such matter. Unless otherwise provided in this Agreement, any changes in the services shall be made upon mutual agreement of the parties, subject to the provisions of Article 16.

ARTICLE 21 – RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractors. None of the provisions in this Agreement shall be construed to create a partnership or joint venture relationship between the parties or the partners, officers, members or employees of the other party by virtue either of this Agreement or actions taken pursuant to this Agreement. No employee or representative of TekStream will hold himself or herself out as, nor claim to be, an officer or employee of the State of Florida or the SBA by reason of this Agreement, nor will he or she make any claim of right, privilege or benefit which would accrue to an employee of the SBA under Florida law.

ARTICLE 22 – GENERAL PROVISIONS

1. **Transparency in Contracting.** 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. TekStream 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.

2. **No Waiver.** A party's failure at any time to enforce any of the provisions or obligations of this Agreement or any right with respect thereto shall not be construed to be a waiver of such provision, right or obligation, or of any future obligation, nor will it affect the validity of this Agreement. The exercise or non-exercise by a party of any right under the terms or covenants herein shall not preclude or prejudice the exercising thereafter of the same or other rights under this Agreement.

3. **Severability.** If one or more provisions of this Agreement or the application of any such provisions to any set of circumstances shall be determined to be invalid or ineffective for any reason, such provisions shall be modified, deleted or interpreted in such a manner so as to afford the party for whose benefit they were intended the fullest benefit commensurate with making this Agreement as modified, enforceable. Additionally, such determination shall not affect the validity and enforceability of the remaining provisions or the application of the same provisions or any of the remaining provisions to other circumstances.

4. **Entire Agreement.** This Agreement and any and all exhibits, schedules annexes, written amendments, addenda, and any and all enclosures attached hereto, which are incorporated into the Agreement by this reference, constitute and embody the entire and sole agreement and understanding of the parties with respect to the subject matter hereof, and merge and supersede any and all 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 the parties as herein provided.

5. **Conflict of Interests.** TekStream shall not directly or indirectly receive any benefit from recommendations made to the SBA and shall disclose to the SBA any person, investment or economic interest of TekStream that may be enhanced by the recommendations made to the SBA. TekStream acknowledges that the SBA is subject to the provisions of Chapter 112, Part III, Florida Statutes, “Code of Ethics for Public Officers and Employees”, and all rules adopted thereunder, and TekStream agrees to promptly comply with all requirements that may be applicable to it thereunder.

6. **SBA Policies.** TekStream acknowledges and agrees that it has received the SBA Communications and External Affairs Policy (#10-004), as may be amended from time to time, and which (together with any future amendments thereto) is incorporated into this Agreement by this reference. Consistent with SBA’s Equal Employment Opportunity (EEO) Policy, TekStream shall not discriminate in its employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, and TekStream shall make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship, safety and/or health risk in accordance with the Americans with Disabilities Act. TekStream shall use the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of TekStream’s employees and subcontractors.

7. **Fraud Hotline.** The SBA maintains a fraud hotline at (800) 547-9180 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. The hotline is operated 24 hours a day, 7 days a week, by an independent company and tips are anonymously referred to the Inspector General of the SBA. Within 30 days following the effective date of this Agreement, TekStream agrees to communicate this hotline information to those of its employees that are responsible for providing Services under

this Agreement. TekStream also agrees to re-communicate this hotline information to those employees providing services under this Agreement upon the written request of the SBA.

8. **Service of Process.** TekStream shall designate a registered agent for service of process in all matters concerning this Agreement. If no other agent is designated, TekStream shall designate the Secretary of State of the State of Florida as registered agent for service of process.

9. **No Third Party Beneficiaries.** The terms of this Agreement shall inure only to the benefit of the parties and their permitted successors and assigns. No other person or entity shall have any rights under this Agreement.

10. **Governing Law/Jurisdiction.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without regard to the conflict of law provisions. Any proceedings to resolve disputes regarding or arising out of this Agreement 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. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Florida law.

11. **Survival of Obligations.** The parties' respective obligations under this Agreement which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, those contained in Articles "3 - Compensation," "4 - Intellectual and Other Property Rights", "7 - Term and Termination," "9 - Confidential Information," "11 - Indemnification," "15 - Right to Audit," and "17 - Disputes" shall survive the termination or expiration of this Agreement. Further, sections enumerated in Article 7 shall also survive the termination or expiration of this Agreement.

12. **Termination for Insolvency.** Notwithstanding anything herein to the contrary, either party may terminate this Agreement immediately if the other party files a petition in bankruptcy or proceedings in bankruptcy are instituted against it and not dismissed within ninety (90) days, or any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or reorganization act, or a receiver is appointed for such party's assets and is not dismissed within ninety (90) days or, if such party shall make an assignment for the benefit of creditors.

13. **Headings and Captions.** All headings and captions contained in this Agreement are for convenience of reference only and shall not affect in any way the interpretation or meaning of this Agreement.

14. **Pronouns.** Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Agreement shall be deemed to be one and the same document.

16. **Incorporation of Amendments to Applicable Laws.** Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

ARTICLE 23 –NOTICES

All notices, requests, instructions, or other communications hereunder shall be in writing and shall be deemed to have been properly given and effective, if addressed or sent to the other party at the address or number indicated below (or such other address or number provided in writing by the party), (i) on the date of actual receipt if provided by hand delivery, certified or

registered mail (return receipt requested), United States Express Mail, or courier service (e.g. Federal Express or UPS) or (ii) on the date sent, if provided by facsimile transmission confirmed afterwards as soon as reasonably possible by telephone call, first-class mail, or by any method specified in (i), above, and there exists tangible evidence of the facsimile transmission such as a transmission or confirmation report produced by the transmitting machine.

If to the SBA:

If mailed:

State Board of Administration
Post Office Box 13300
Tallahassee, Florida 32317-3300
Attention: Chief of Defined Contribution Programs

If delivered by hand or express mail/courier service:

State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Attention: Chief of Defined Contribution Programs, Office of Defined Contribution Programs
Telephone: (850) 488-4406
Facsimile: (850) 413-1489

With a copy to:

General Counsel's Office
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308

If to TekStream:

If mailed:

1117 Perimeter Center West
Suite E400
Atlanta, GA 30338
Attention: Legal Counsel

**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

**TEKSTREAM SOLUTIONS
LLC**

EXHIBIT 1

SCOPE OF SERVICES

Section 1. Organizational Structure

The following sections list the services that will be provided by TekStream to the State Board of Administration (SBA).

1.1 TekStream Structure and Organization

<i>Resources Required [list names and titles of individuals serving this contract]</i>	<i>Activities [name each individual's responsibilities]</i>
Rob Jansen	Managing executive level relationships with customers consulting on enterprise software solutions including application infrastructure, business process management, enterprise content management, enterprise resource planning, mobile applications, portal, and service-oriented architecture.
Kevin Morton	Managing overall client relationships and expectations, understanding overall business objectives, serving as a point of escalation, understanding the goals and objectives of the client and helping/working with clients to resolve critical issues.
Mubeen Bolar	Managing all project related activities on a daily basis, managing the scope of work and budget, adhering to change control processes, providing project status reports, managing risk, resolving issues, monitoring the project plan, serving as a liaison between the client and vendor partners and TekStream, scheduling meetings and managing the overall project team.
Kevin Donnelly	Handling system/infrastructure design and implementation, performing analysis to understand client's needs, identifying functional and technical requirements, understanding the client's technical infrastructure requirements, evaluating hardware needs, evaluating security issues and providing recommendations, developing technical design and providing technical guidance to the development team.

Rimpi Mathur	Assisting with functional and technical design, performing installation and configuration, leading development effort, resolving technical issues, ensuring quality of work and documentation.
William Phelps	Development, resolving technical issues, ensuring quality of work and documentation.
Abhinand Shankar	Development, resolving technical issues, ensuring quality of work and documentation.
Juan Becerra	Providing infrastructure support for AWS Cloud Infrastructure. Performing architecture review to enhance the efficiency of the Cloud infrastructure.
Brandon Prasnicki	Providing infrastructure support for AWS Cloud Infrastructure. Performing architecture review to enhance the efficiency of the Cloud infrastructure.
CDI	System Monitoring to provide alerts to the TekStream team for troubleshooting issues and issue resolution.

As noted in the table above, the primary Project Manager (PM) is Mubeen Bolar. Other employees of the TekStream team may back him up on occasion, including Rimpi Mathur, Kevin Donnelly and Kevin Morton.

TekStream will notify SBA if any of these key resources leave the company within two weeks of their scheduled departure, if possible.

1.2 MyFRS.com Partners

The partners responsible for providing services for the MyFRS.com portal include:

Entity	Role
<i>TekStream</i>	Provides overall program management, design of the MyFRS.com site (look and feel, content, flow), and the back end integration work and program management. Creates site content and consistency with all other communications/outreach efforts.

<i>CDI</i>	System Monitoring to provide alerts to the TekStream team for troubleshooting issues and issue resolution.
<i>Division of Retirement</i>	Provides an extensive database of employer and employee demographic and related benefit information through direct feeds and direct access to their website (www.frs.myflorida.com).
<i>GuidedChoice</i>	Provides the online “Advisor Service” tool, which helps participants manage their retirement and investment objectives.
<i>Alight Solutions</i>	Provides administrative services for plan choice enrollment for the FRS. Provides call center support for enrollment and Investment Plan account activities. Provides the recordkeeping and online data access for employees in the Investment Plan, which includes an interactive voice response (IVR) system functionality, and online access to the Investment Plan members’ accounts to allow trading and rebalance functionality. Also provides the online “Choice Service” tool, which calculates retirement benefits under both retirement plans and identifies the suitability for individuals to choose defined benefit, defined contribution, or a hybrid of the two Florida pension options.
<i>Alight Communications</i>	Provides education and retirement print materials, and the online ChooseMyFRSplan.com retirement plan tool.
<i>EY</i>	Provides choice education and retirement planning counseling through a call center environment. Conducts a variety of educational workshops available through online enrollment.
<i>BNY Mellon</i>	Provides custodian services to the SBA.
<i>MetLife</i>	Provides annuity options to retiring Investment Plan members including a quoting facility.

Section 2. TekStream Services

2.1 TekStream will manage all integration components of the MyFRS.com solution.

2.2 TekStream will be responsible for the day-to-day operations, systems maintenance and support.

2.3 TekStream’s project manager will assist in coordinating other TekStream team members and/or other third party resources required to support the solution. The primary activities of this individual are:

- Receive and record requests made by the SBA and partners.
- Assign/satisfy the request.
- Monitor/report on request status.

- Record conclusion of request and solicit request conclusion feedback.

2.4 Other resources will be provided by TekStream and/or contracted to provide the services outlined in this Scope of Services.

Section 3. Service Specification – TekStream (SA) will be responsible for providing two types of services; **Technology Support Services (TS)** and **Project Enhancement Request Services (PERS)**. These two service types will be monitored and measured as set out in Exhibit 2 attached hereto and made a part of this agreement.

3.1 Technology Support Services (TS)

The TS services will include the management of all system components of the MyFRS.com solution and can be broken out into the following components:

A. System Management Services include infrastructure and operations support, systems administration, security, performance monitoring, technical diagnostics and troubleshooting, configuration management, system repair management, and generation of management reports. To track these services, an automated event management system that notifies TekStream of impending and actual failures, capacity issues, traffic issues, and other system and network events will be put in place. Components that must be monitored include:

1. Cloud Infrastructure (Amazon Web Services)
 - a. Virtual Private Cloud (VPC)
 - b. Elastic Compute Cloud (EC2)
 - c. Simple Storage Service (S3)
 - d. Relational Database Service (RDS)

e. Maintenance

- Infrastructure maintenance schedule
- Application maintenance schedule
- Security audit schedule

f. Security

- Audit of logs
- Apply security patches to operating systems
- Intrusion detection system

TekStream will supervise quarterly testing of the site for security vulnerabilities to provide up to date validation of risk levels and necessary mitigation steps.

B. *Application Services* include services, processes, and methodologies for maintaining and managing both custom and packaged software applications. TekStream will also establish procedures that will determine software applications and release levels that may be installed on MyFRS. Applications management would typically include corrective and preventive maintenance, installation of upgrades, and performance analysis. The following applications will be supported by TekStream:

1. MyFRS.com
2. Interfaces to third-party applications through the MyFRS.com website.

The PM serves as the point of contact for application management issues related to the MyFRS application. End users (FRS Participants) will contact the helpdesk managed by EY or Alight Solutions. If the help desk representative determines that the user's problem is a result of a problem with the MyFRS.com application, the helpdesk representative will follow the agreed problem resolution procedures. The PM will serve as point of escalation for all application support issues. Application components include:

1. Web Servers
2. File transfer services
3. Database Services

C. *Help Desk and Problem Resolution Services* are intended to provide centralized information and support management service to handle SBA internal queries and reports related to problems with MyFRS.com. Services include hardware and software support, logging of problems, dispatch of service technicians or parts, and other IT-related issues. Issues will be logged, tracked and reported via an automated tracking mechanism.

Problem resolution services also include:

- Triage/Workflow documentation
- Support contacts management
- Helpdesk Management

D. *Backup and Recovery Services* are assigned to TekStream. TekStream is responsible for the backup processing and the backup-processing methodology.

TekStream will draft and maintain a disaster recovery plan and will perform the necessary backups and off-site storage in preparation for such an event, along with maintaining procedures for redundancy of critical system and network components with automatic switching in the event of failure.

A Disaster Recovery site for MyFRS.com will be prepared in a completely separate Amazon Web Services (AWS) region. The Disaster Recovery site contains backups and copies of all necessary configurations to regenerate the environment in time of crisis or primary site failure. To ensure that all member data is current between the two facilities, MyFRS.com will utilize Amazon RDS backups across regions to provide near-real-time backups of all data. In addition, a fully separate Test/QA environment will be

hosted under a separate VPC (Virtual Private Cloud), allowing all partner vendors the ability to test without impacting the production site.

Backup and recovery services will include:

1. Automated Backup Schedule

- Monthly full backup
- Weekly full backups
- Daily incremental backup
- Archive Monthly full backups offsite for one (1) year
- Archive Weekly full backups offsite for six (6) months
- Protect daily differential backups for two (2) months
- Perform offsite rotation of weekly backup sets

2. Disaster Recovery

- Update disaster recovery plan
- Quarterly testing of disaster recovery components
- Annually, complete a full disaster recovery test and provide a report of the test results to the SBA.

E. Asset Management Support Services include inventory, tracking, and ongoing management of all MyFRS.com components to ensure continuous and accurate reporting of financial, physical, and asset information. TekStream will implement necessary processes to protect data from theft, corruption, or destruction. This includes firewalls, denial of service detection, user identification, and authorization levels. TekStream will also monitor and coordinate maintenance contracts for hardware and software components, as well as assist the SBA with the selection of low-risk, high-quality

vendors and supplies that offer services, servers, peripherals, and other network devices.

Asset management will include:

- Licensing
- Inventory
- Procurement recommendations

F. *Hardware Management Services* includes the ability of MyFRS components to transmit information to TekStream for hardware-based, abnormal performance conditions and failures. TekStream will also protect hardware from theft or damage, including property tags, locks, and maintaining limited or guarded points of egress. These services will be primarily performed as a part of the AWS Cloud Hosting agreement.

G. *Upgrade Services* will be provided by TekStream for MyFRS components with minimal disruption, accomplished by standardization and implementation of automated productivity tools, complemented by policies designed to complete upgrades when the fewest users are on the MyFRS systems.

H. *Site Content Management Services* will be completed expeditiously, subject to an established schedule by TekStream or SBA designated person.

I. *Site Design Management Services* will be provided by TekStream for MyFRS in conjunction with the Site Content Management Services. TekStream will be responsible for formatting all content updates in accordance with current site design. The SBA will also look to TekStream to be knowledgeable with current website design best practices and to offer suggestions on the best approach to implement new content as well as ways to enhance the member experience.

In addition, TekStream will perform as part of the included fee schedule, an annual site usability study/review to ensure site/content adherence to approved design

standards and to recommend the implementation of the latest appropriate web/visual design practices.

J. *User ID/PIN Maintenance* will be completed by TekStream or a designated process subject to an established schedule and a prescribed format.

K. *Change Management* – The PM will be the primary contact for all change management activities regarding the site technology and content updates. The PM will serve as point of contact for all maintenance or solution modifications or enhancements directed by the SBA. Change management may include, but is not limited to:

1. Lifecycle Development Management

- Code revision control
- Separate development, quality assurance, and production environments
- Deployment methodology

2. Solution Documentation

- Infrastructure documentation
- Application documentation
- Security documentation
- Workflow documentation
- Knowledge management

Semi-annually, the PM will ensure the written record of all daily/weekly/monthly work tasks is updated and accurately reflects current processes.

3.2 Project Enhancement Request Services (PERS)

The PERS services will include all enhancements to the MyFRS.com solution that are outside of the normal system or applications maintenance services outlined in 3.1 above. PERS

will include developed and approved project plans with deliverables. Examples of PERS include functional enhancements to the application and hardware and software replacements.

EXHIBIT 2

SERVICE LEVEL AGREEMENT

1. Service Level Agreement Overview

This Service Level Agreement (SLA) lists the service items to be provided by TekStream to the State Board of Administration (SBA) to which there are measureable service targets. The service targets represent a match between the level of service desired by SBA for the ongoing care and maintenance of the MyFRS.com website and related information technology needs as requested and the level of service that can actually be provided by TekStream. Any ongoing changes to service targets shall be made by mutual agreement between the SBA and TekStream.

2. Objectives

The full utilization of an SLA to document service levels is a key component to providing a continuous improvement approach to services. SLA targets will be monitored on a regular basis so that an objective measure of quality of service can be demonstrated to the SBA. As TekStream engages in continuous improvement activities, the service targets may be raised which objectively demonstrates improved quality to SBA. On the other hand, any SLA targets that are not met will be a cause for investigation. This provides a trigger for evaluating and identifying any problems that potentially cause service levels to diminish.

In order to build an effective continuous improvement mechanism, service targets will be established to measure the attribute of the service that is important to SBA.

3. Policies

- a) Only service items that can be readily measured should be included in this document.
- b) The total list of services is provided in Exhibit 1 or as otherwise identified throughout this agreement.

- c) Only requests that are submitted through TekStream's Project Manager will be measured and reported against SLA service targets.
- d) SBA will provide TekStream with direct and timely access to necessary SBA personnel so that issues can be resolved and services can be provided in a timely manner. The SBA understands that if it does not provide necessary access to personnel, service levels may be impacted. See Section 5 (SBA Responsibilities) for more details regarding the SBA responsibilities.
- e) Two types of services will be provided; Technology Support (TS) and Project Enhancement Request Services (PERS). These two service types will be monitored, measured and paid differently. The TS will be measured against pre-defined service levels and the PERS will be measured against developed and approved project plans with payments based on deliverables.
- f) If TekStream fails to deliver the defined service levels, penalties may be assessed.
- g) Service targets are defined as "non-goaled" for service items that will be tracked but not reported in standard service level reports because the administration involved would not justify the benefits (e.g., meetings with SBA will be held on a regular basis). Nevertheless, the targets shown will be used as guidelines that will be followed to the best ability of TekStream.

4. Service Levels

This SLA gives the day-to-day system management responsibility for the MyFRS.com information systems infrastructure to TekStream on behalf of the SBA. In addition to system management services, the SBA may authorize TekStream to provide value added services to the applications that support MyFRS.com. Refer to the Section 3.2 in Exhibit 1 for details concerning project enhancement requests.

4.1 Overview

The following sections list the associated service targets and the quality measurements that will be provided by TekStream. Availability of services, feedback tables, and escalation tables are also provided as a framework for the provision of services.

4.2 Project Manager Availability

All PM services will be available during normal daytime operations. During nighttime, weekend, or holiday operations (off-hour operations), staff may be required, as requested by the SBA.

Services will be available according to the following schedule:

SERVICE ITEM	Normal Availability	Off-hour Availability
Project Manager (PM)	Monday - Friday 7:00 AM - 5:00 PM ET	On-call support will be available outside of these hours on 7-day/24-hour basis.

The PM will be required to carry a cell phone at all times and serve as the point of contact for all critical support requests set out in Sections 4.2, 4.3, 4.4, and 4.5. The PM will have responsibility for the day-to-day communication with the SBA and partners and respond to requests as set out in this Exhibit 2. Every request for service will be tracked and monitored through completion by the PM.

4.3 Operational Support

The following table defines the availability of the applications.

The quality measures will be achieved provided the SBA-owned infrastructure and contracts provide a means for TekStream to readily respond to service item issues that are not within TekStream's control (e.g., a hardware failure results in downtime and a replacement component is not available within the terms of the hardware vendor's contract which would

allow TekStream to satisfy the SLA or the network bandwidth is not sufficient to process major inquiries and up-scaling the network is not an option due to SBA budgeting limitations).

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Application Availability - MyFRS.com	The MyFRS.com website will be available 24 hours a day, seven days a week.	The service level will be met as described in 4.4
Project Manager Availability	Application support will be available from 7:00 AM to 5:00 PM ET on standard workdays. On-call support will be available outside of these hours on 7-day/24-hour basis.	The service level will be met as described in 4.5
Report Generation and Analysis	All designated reports will be available for online viewing (where applicable, such as Google Analytics) and analysis by SBA staff. TekStream will also provide to the SBA a comprehensive MyFRS.com monthly report on the 15 th of each month or the first business day thereafter.	The service level will be met as described in Section 4.6
Content and System Check Updates	Updates will be completed within the designated timeframe.	The service level will be met as described in Section 4.7
Disaster Recovery Support	The disaster recovery plan will be reviewed and confirmed on an annual basis.	A report will be delivered to the SBA on an annual basis to confirm that the recovery plan was reviewed and will make recommendations as to what additional steps should be taken if necessary. See 3.1 D of Exhibit 1.

4.4 Application Availability - MyFRS.com

1. The MyFRS.com web site will be available 99.5% or more of the time during a calendar quarter (excluding scheduled maintenance periods approved by the SBA). Availability will be measured every 5 minutes, using scripts written by TekStream. For each measurement, a response consists of a complete landing

page, including any content or images available on pages not directly supported by other vendors' applications or databases.

2. Measurement of each 5-minute interval will be conducted as follows: TekStream will measure the availability of MyFRS.com services at an initial time in a given interval. If the service is available within the initial time in that interval, no further measurements will be performed in that interval. If, however, the service is unavailable the initial time or takes more than 60 seconds to respond, TekStream will measure the service a second time in the 5-minute interval. If the service again fails to respond or takes more than 60 seconds to respond, then MyFRS.com Services are considered unavailable for that interval. To illustrate 99.5% availability, in a calendar quarter the service can be unavailable for up to 131 (.5% "failures") of the 5-minute increments. The availability measurement will not be performed during scheduled maintenance periods.
3. If the number of failed 5-minute increments in a calendar quarter exceeds 131, TekStream shall reduce its next invoice by \$1,546 for each failure day calculated (\$46,380 monthly fixed fee divided by 30 days). The penalty is to be calculated as follows:
 - a. Normal Business Hours - During normal business hours (8:00 a.m. ET to 8:00 p.m. ET), the penalty for the total number of "excess" 5-minute incremental failures (i.e., the number over 131), will be calculated using a penalty factor of 6, as follows:

Number of "excess" 5-minute increments is multiplied by 5 minutes to determine total number of minutes. The total number of minutes is then divided by 60 to determine the total number of hours. The total number of hours is then multiplied by a penalty factor of 6 to determine the total number of penalty hours.

The total number of penalty hours will be divided by 24 hours to determine the total number of failure days to be credited.

For example, 287 5-minute incremental failures during normal business hours in a quarter will result in 3.25 days of failed service, calculated as follows:

$$(287 - 131) \times 5 \text{ minutes} = 780 \text{ minutes}$$

$$780 \div 60 \text{ minutes} = 13 \text{ hours}$$

$$13 \times 6 = 78 \text{ hours}$$

$$78 \div 24 = 3.25 \text{ days}$$

$$3.25 \times \$1,546 = \$5,024.50$$

The next invoice will be reduced by \$5,024.50.

b. Non-Business Hours - Outside of normal business hours (8:01 p.m. ET to 7:59 a.m. ET), the penalty for the total number of "excess" 5-minute incremental failures (i.e., the number over 131), will be calculated using a penalty factor of 2, as follows:

Number of "excess" 5-minute increments is multiplied by 5 minutes to determine total number of minutes. The total number of minutes is then divided by 60 to determine the total number of hours. The total number of hours is then multiplied by a penalty factor of 2 to determine the total number of penalty hours. The total number of penalty hours will be divided by 24 hours to determine the total number of failure days to be credited.

For example, 287 5-minute incremental failures during non-business hours in a quarter will result in 1.08 days of failed service, calculated as follows:

$$(287 - 131) \times 5 \text{ minutes} = 780 \text{ minutes}$$

$$780 \div 60 \text{ minutes} = 13 \text{ hours}$$

$$13 \times 2 = 26 \text{ hours}$$

$$26 \div 24 = 1.08 \text{ days}$$

$$1.08 \times \$1,546 = \$1,669.68$$

The next invoice will be reduced by \$1,669.68.

4. For each measurement, a response consists of a complete landing page, including any content or images available on pages not directly supported by other vendors' applications or databases. The measurement periods will exclude reasonable, scheduled maintenance periods. Response time will mean the time measured in seconds between the client service request made by the scripts and the successful receipt by the scripts of the complete corresponding response by the MyFRS.com Web Site server(s), minus any delay associated with retrieval of data from any other party, such as the Other FRS Service Providers. Any failure to respond that is due to any factor(s) beyond TekStream's control will not be deemed to be a failure of any of the measurements described herein.

4.5 Project Manager Availability

1. The PM will be available 99% of the time to provide Application support from 7:00 AM to 5:00 PM ET on standard workdays. On-call support will be available outside of these hours on 7-day/24-hour basis.
2. On a monthly basis, TekStream will be allowed one (1) occurrence to not be met as described in section 4.9.
3. For each occurrence that is not met within the timeframes allotted as per section 4.9, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4.6 Report Generation and Analysis

1. TekStream will provide to the SBA a comprehensive MyFRS.com monthly report on the 15th of each month or the first business day thereafter.
2. On a yearly basis, TekStream will be allowed one (1) occurrence to not be met.
3. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4.7 Content and System Check Updates

TekStream will provide the following Content and System Check Updates to the SBA:

1. Daily Net Asset Value (NAV) – PM to update value on every business day, no later than by 12 PM ET (noon). On a monthly basis, TekStream will be allowed one (1) occurrence of this SLA to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.
2. Daily System Check – PM to check whether base MyFRS.com functions (including Login, Advisor Service, 1st and 2nd Choice Service, Pension Plan, and Investment Plan are operational on every business day, no later than by 9 AM ET. On a monthly basis, TekStream will be allowed one (1) occurrence to not be met. For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.
3. Quarterly Fund Profile Updates – PM to update fund profiles on a quarterly basis, no later than 2 business days after receipt. On a yearly basis, TekStream will be allowed one (1) occurrence to not be met. For each occurrence

that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

4. Reminder Letters – PM to email the reminder letter data file to applicable parties, no later than by 12 PM ET (noon) on the dates specified in the reminder letter calendar approved by the SBA and provided to TekStream.

On a yearly basis, TekStream will be allowed one (1) occurrence to not be met.

For each occurrence that is not met, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice.

5. Quarterly Vulnerability Scan – A vulnerability scan of MyFRS.com shall be conducted on a quarterly basis, no later than the last calendar day of each quarter, and the results provided to the SBA no later than by 12 PM ET (noon) on the 10th calendar day following quarter end (if the 10th falls on a weekend, the results will be provided on the next Monday). For each occurrence that is not met, a penalty equal to a \$1,000 credit per occurrence will be applied on the next invoice.

4.8 Application Support

The table in 4.9 classifies the service items, defines the service target for each classification and identifies the measurement process.

- a. TekStream will respond to a request for support within the appropriate response time set out in the priority code table below. TekStream will assign an interim priority code upon receipt of a service request. TekStream will review the service request with the SBA, and after input from TekStream, the SBA and TekStream will mutually agree to the final priority. TekStream will be responsible for taking the required corrective action. TekStream may elect to use subcontractor personnel to perform any portion of the required work, subject to SBA approval of the contract with the subcontractor.
- b. The quality measures will be achieved, provided the SBA-owned infrastructure and contracts provide a means for TekStream to readily respond to service item issues that are not within TekStream's control (e.g., a hardware failure results in downtime and a replacement component is not available within the terms of the hardware vendor's contract which would allow TekStream to satisfy the SLA or the network bandwidth is not sufficient to process major inquiries and up scaling the network is not an option due to SBA budgeting limitations).
- c. There are three classes of Priority Code:
 - Priority Code 1 – Inability to use production applications is causing a critical business impact. There is no suitable workaround procedure.

- Priority Code 2 – Production applications are usable, but use is severely restricted causing a significant business impact. A suitable workaround procedure can be temporarily used while the problem is resolved.
- Priority Code 3 – Production applications are usable, but features not critical to operations are unavailable or not working properly. The problem is not causing a material impact to the business.

4.9 Performance Standards and Incentive Compensation

In connection with the specific program elements for which SBA will be responsible, the parties agree to the following service quality financial incentives, except to the extent that failures are caused by factors beyond SBA's control, such as Acts of God or other force majeure events, and without such party's fault or negligence. The monetary penalties stated in this section are the SBA's sole and exclusive monetary remedies for the service deficiencies set forth in, but do not affect any other rights under this Agreement; provided, however, that any monetary penalties which are paid to SBA shall be set off against any damages recovered or recoverable hereunder, regardless of the nature of the claim or remedy. TekStream and the SBA shall mutually agree on the form and content of any evaluations given under this section.

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Priority Code 1 (Critical Problems Without Workaround)	<p>TekStream will respond within four (4) hours of problem being reported and provide a work plan for issue mitigation if the problem cannot be fixed within four (4) hours.</p> <p>Service requests may be placed with TekStream by cell phone, but must be confirmed via email to: support@myfrs.com within one (1) hour of initial request.</p>	The service level will be met 99% of the time. The issues will be included in the monthly status report. See section 4.13.
Priority Code 2 (Critical Problems with Workaround)	<p>TekStream will respond within eight (8) hours of problem being reported. A workaround will be implemented by TekStream or the SBA within eight (8) hours.</p> <p>Service requests may be placed with TekStream by cell phone, but must be confirmed via email to: support@myfrs.com within one (1) hour of initial request.</p>	The service level will be met 99% of the time.
Priority Code 3 (Non-Critical Problems)	<p>TekStream will respond within three (3) business days after problem is reported.</p> <p>Service requests must be submitted via email to: support@myfrs.com.</p>	The service level will be met 95% of the time.
User ID/PIN Maintenance	<p>SA will maintain current and accurate databases (FRS_User table and Account table) of employee and employer user ID's and passwords as outlined in this SLA. They will update user databases within three (3) business days of request by the SBA (through submission of properly formatted file). TekStream relies on the DOR for employee data integrity and can only maintain the data that is provided from DOR.</p> <p>If additional data maintenance is required, then it will be considered a PERS.</p> <p>(See Section 3.2 in Exhibit 1)</p>	The three-day service level will be met 95% of the time. Best efforts will be made to meet this service level 99% of the time.

Backup/Restore/Archive Management	The application and data backup, restore and archiving will occur every day in accordance with approved backup and recovery procedures. When required, restoration of application or data from a backup will be completed prior to the next business day's activities.	The service level will be met 99% of the time.
Security Management	Systems access will be monitored and audited on a regular basis in accordance with approved SBA security procedures, and Article 18, paragraph 2, and Exhibit 5, of this Agreement, with no security breaches permitted.	This service level will be met 100% of the time. For each security breach that occurs, a penalty equal to a \$500 credit per occurrence will be applied on the next invoice. Security breaches will be reported in the monthly status report. See section 4.12
Security Audits	Cooperate with independent firm to perform security audits.	Timely response to inquiries from the firm during the audit. Upon receipt of audit findings from independent firm, timely respond to audit recommendations and provide appropriate resolution. Report shall have no more than one adverse audit finding.
Application availability-MyFRS.com	The MyFRS.com website will be available 24 hours a day, seven days a week.	The service level will be met as described in Section 4.5.

4.10 Feedback Table

1. Feedback is the communication of status to the SBA and partners who initiated a service request (and others as appropriate).
2. The SBA and partners may report problems during off-hour periods (weekends, evenings, or holidays). The error resolution services include calls to TekStream's cell phone that

enables the SBA and partners to report problems that may arise during execution of the applications outside regular office hours. TekStream personnel may initiate actions to correct problems by phone, or, if unsuccessful by phone, on-site.

3. The priority code determines the response and feedback time requirements. The SBA and partners should endeavor not to contact TekStream during off-hour periods for priority code 3 problem reports.

4. The SBA and the other partner organizations reporting the problem will receive feedback according to the following table (note: initial feedback will be provided from the time the request is made). Every effort will be made to respond immediately, but the times listed below are the longest amount of time that should be allowed for a response.

SERVICE ITEM	NORMAL FEEDBACK		OFF-HOUR FEEDBACK	
	Initial	Periodic	Initial	Periodic
Priority Code 1	30 minutes via email or phone call	Every 2 hours via phone call	1 hour via email or phone call	Every 2 hours via phone call
Priority Code 2	1 hour via email or phone call	Every 4 hours via email	2 hours via email or phone call	Every 8 hours via email
Priority Code 3	2 hours via email or phone call	Every 2 days via email	N/A	N/A

5. TekStream will be responsible for notifying the SBA and all impacted partners when a service request has been initiated. Problem response reports will be e-mailed to a pre-defined e-mail distribution list.

4.11 Functional Support

SERVICE ITEM	SERVICE TARGET	QUALITY MEASUREMENT
Project Enhancement Requests	Enhancements will be analyzed as they are requested. All enhancements will be treated as PERS and may require additional funding.	Non-goaled (service items that will be tracked but not reported)

Technology Planning	Meetings with SBA will be conducted to ensure that the SBA technical infrastructure stays in accordance with industry best practices.	Non-goaled (service items that will be tracked but not reported)
Capacity Planning	Meetings with SBA will be conducted on a regular basis to identify the systems hardware and software requirements in response to the changing business environment.	Non-goaled (service items that will be tracked but not reported)
Budgeting	PM will assist SBA in preparing the SBA required budget.	Non-goaled (service items that will be tracked but not reported)

4.12 Service Reporting

SERVICE ITEM	SERVICE DESCRIPTION
Status Reports	The PM will provide monthly statistics compared against this SLA. Performance levels and variances will be recorded and reported to SBA. Remedial actions required to align the service performance to the expected level will be documented in the MyFRS.com monthly report. The SBA will identify issues as appropriate. The status report is due to the SBA as indicated in section 4.6.
Improvement Action Plan	Service deficiencies will be identified proactively on an on-going basis. Improvement action plans will be created and reviewed with SBA to resolve the deficiencies.
Service Review Meetings	Service review meetings will be conducted with the SBA on a quarterly basis to evaluate the service delivery process and feedback solicited for continuous improvement

Section 5. SBA Responsibilities

5.1 The purpose of this section is to identify the key responsibilities of SBA specific to the SLA. The fulfillment of these responsibilities according to the guidelines shown are necessary in order for TekStream to provide the service levels documented in the previous sections.

5.2 SBA will be responsible for informing TekStream if TekStream has designated a request as complete, but the request has not been completed to the SBA's satisfaction.

5.3 Software and hardware agreements will remain with the SBA and will be administered and monitored by TekStream. TekStream will review procurement requests with SBA for SBA approval.

5.4 In the event a procurement request is not approved and the request is directly related to satisfying a service level, the effected service levels may be adjusted and appropriate amendments to this SLA will be negotiated.

Section 6. Monthly Work Effort Estimate

6.1 TekStream has estimated the activities involved in managing the MyFRS.com web site from a technical, security, hardware and content standpoint. Many activities outlined in this SLA must be accomplished on a frequent basis, acted upon by a variety of professionals with an array of knowledge and experience.

6.2 TekStream will charge a fixed monthly fee for Systems Management and Application Management tasks. The activities contemplated under this agreement are outlined in the attached Exhibit 3.

6.3 For Priority Codes 1 and 2, any difference between the actual response times of TekStream to properly submitted service requests and the stated response times outlined in this SLA will result in a credit to the SBA in the amount equal to 10% for each hour over the service target time up to 50% of the total invoice amount billed to resolve the problem. This penalty will not apply if the service request was not properly submitted as outlined in this SLA. TekStream will send a separate credit invoice to the SBA, in an amount agreed upon by both parties, in the month following documentation of service non-compliance.

Project enhancements will be identified and subject to Section 3.2 of Exhibit 1.

APPENDIX A
To Service Level Agreement
Monthly Activity Summary
Systems Management
Fixed Work

Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:

Weekly Activity	Delegation	Approximate Hours*
Review Backup logs to identify file/server issues	Program Manager	4
Review Pending service calls, bug fixes, etc. and check on status	Program Manager/Systems	8
Total Hours		12

Some planned activities need to be performed every two weeks, including the following

Bi-Weekly Activity	Delegation	Approximate Hours*
Invasive Patches/Updates to represent possible disruption of service for either customers or internal workforce: Unix Patches; Application Patches; Code / Content updates; Cisco IOS Patches & Updates	Program Manager	8
Test patches: Test patches for applicability and impact on application (once every two weeks)	Program Manager	4
Audit OS Health including: Check for root kits and other compromised files against baseline; Review entries in /var/adm/messages for potential problems; and Check disk space and other critical OS factors	Program Manager	6
Deploy and test software patches	Program Manager	9
Total Hours		27

SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:

Monthly Activity	Delegation	Approximate Hours*
Review all contracts and licensing, ensure all HW/SW in compliance w/ licensing	Program Manager	1
Update documentation and workflow procedures	Program Manager	1
Total Hours		2

Quarterly activities, including some contingency planning and disaster recovery testing, appear below:

Quarterly Activity	Delegation	Approximate Hours*
Disaster recovery plan review/update	Program Manager	1.5
Total Hours		1.5

Total Systems Management Activity	Delegation	Approximate Hours*
Total Hours		42.5

*Approximate hours are to illustrate estimated workload for specific periods. They are not used to determine fees, penalties, or for any other purposes.

Monthly Activity Summary
Application Management
Fixed Work

Daily activities are those that need to be performed almost every day:

Daily Activity	Delegation	Approximate Hours*
Daily site functionality testing (functional from both a technical and user standpoint). Review site monitoring logs for anomalies	Technical Lead/Developer	21.5
Update User ID/PIN database (DC300), update NAV file, conduct daily system check	Technical Lead/Developer	21.5
Vendor Coordination/Issue Resolution/Project Management	Client Partner	75
Webmaster replies/follow-up with EY	Technical Lead/Developer	10
Content Updates	Technical Lead/Developer	30
Misc. client requests	Technical Lead/Developer	20
Total Hours		178

Weekly activities include many planned and scheduled activities as well as the majority of site content/interface updates. This section includes activities that need to be performed at some point during a general workweek:

Weekly Activity	Delegation	Approximate Hours*
Code Testing	Technical Lead/Developer	6
Test deployed code/content (actual window is 10 p.m. to 12 a.m. plus prep. time)	Technical Lead/Developer	4
Total Hours		10

Bi-Weekly Activity	Delegation	Approximate Hours*
Content Oversight/QA	Program Manager	6
Vendor Status Meeting/meeting notes	Program Manager, Technical Lead/Developer	6
Other issue meetings/meeting notes	Program Manager	6
Total Hours		18

SLA status reports, contractual issues, change orders and documentation management generally take place on a monthly schedule:

Monthly Activity	Delegation	Approximate Hours*
Reminder Letters - Generate and email PGP encrypted files.	Technical Lead/Developer, Program Manager	9
Monthly report to SBA by 15 th – Website statistics	Technical Lead/Developer, Program Manager	4
Monthly usage statistics to GuidedChoice	Technical Lead/Developer	2
Monthly PIN reminder count to SBA	Technical Lead/Developer	1
Update documentation and workflow procedures	Technical Lead/Developer	1.5
PERS development where necessary	Program Manager	4
Prepare and distribute status reports, conduct service review meetings	Program Manager	2
Issues from EY	Technical Lead/Developer	12
Issues from Alight Solutions	Technical Lead/Developer	10
GuidedChoice Data	Technical Lead/Developer	8
Issues from Division of Retirement	Technical Lead/Developer	8
Full refresh file from Division of Retirement	Technical Lead/Developer	8
Total Hours		69.5

Total Application Management Activity	Delegation	Approximate Hours*
Total Hours		275.5

Summary of Estimated Activity Hours*	
Approximate Systems Maintenance Hours	42.5
Approximate Application Management Hours	275.5
Total Estimated Monthly Activity Hours	318

*Approximate hours are to illustrate estimated workload for specific periods. They are not used to determine fees, penalties, or for any other purposes.

EXHIBIT 3
FEEES

July 1, 2021 – June 30, 2026	Monthly Amount
Fixed Technology Services - Includes TekStream's Systems Management and Applications Services (including monitoring the UAT environment and zone/backup/monitoring services)	\$ 46,380.00
Project Enhancement Request Services (PERS)	\$ 134.20 per hour
Technology Consulting Services	\$ 153.65 per hour
Total Monthly Fee:	\$ 46,380.00 + any PERS or Consulting Services

EXHIBIT 4

Reimbursement of Travel Expenses

Requests for reimbursement of travel expenses are made by completing the SBA Travel Reimbursement Expense Report for All Third-Party Travelers, a copy of which will be provided to TekStream. All supporting invoices and documentation of expenses of \$25 or more per incident must be original documents and should be thoroughly completed and attached to SBA Travel Reimbursement Expense Report form.

TekStream shall be entitled to reasonable expenses for travel when authorized in advance by the SBA's Executive Director or his or her designee, as provided in Section 112.061, Florida Statutes, as amended from time to time, and Chapter 69I-42, F.A.C. The following summary of per diem rates and other travel related requirements applies:

Travel Allowance Rates:

Breakfast	\$6.00
Lunch	\$11.00
Dinner	\$19.00
Per Diem	\$80.00/day (\$20.00/quarter)
Mileage Allowance	\$.445/mile

The following expenses may also be reimbursed:

- Airfare at the standard coach class (If TekStream chooses to use airfares other than coach, TekStream will be responsible for paying the amount in excess of the reasonable coach airfare).
- Reasonable rental car expenses at the compact rate, subject to larger size car for more than two passengers
- Reasonable cab fares
- Daily meal allowances as outlined above
- Reasonable lodging expenses at a single rate
- Incidental expenses which include portage at \$1 per bag (max \$5 per incident), parking, tolls, fax expenses, copying, and contract related phone calls

Note: Receipts are required for expenses over \$25 per incident.

DATA SECURITY ADDENDUM SCHEDULE A

1. **Data Security; SBA Data.** TekStream shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including: SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling. TekStream 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. TekStream will provide immediate notice to the SBA of any known or suspected violation of any SBA policy.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. TekStream 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 TekStream's possession is confirmed or suspected, TekStream will promptly perform due diligence and promptly report findings to the SBA. TekStream 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 Agreement. TekStream 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. TekStream acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject TekStream to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in TekStream's system, the SBA may conduct, or may request TekStream to conduct at TekStream's expense, an annual network penetration test or security audit of TekStream's system(s) on which SBA Data resides. If the term of the Agreement is less than a year long, the penetration test or security audit of TekStream's system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.
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 TekStream Representatives that have a legitimate business need. For purposes of this Addendum, "TekStream Representatives" means TekStream'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 the SBA's Support and Office Services ("Help Desk") staff. With the SBA's approval, TekStream 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, TekStream agrees to provide TekStream Representatives a written copy of the SBA's Systems Use Agreement in the form provided by the SBA and attached as Exhibit I hereto (which may be amended by the SBA from time to time in the SBA's sole discretion upon

providing notice to TekStream) (the “Systems Use Agreement”). At such time as the SBA provides access to SBA technology resources, TekStream and any TekStream Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, TekStream agrees to be responsible in the event any TekStream 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**. TekStream shall encrypt all SBA Data, in transmission and at rest, using SBA approved encryption technologies.
7. **Specific security requirements**. TekStream shall not use SBA Data except as permitted by the Agreement. TekStream has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
8. **Back-ups**. TekStream 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.
9. **Data Security Procedures**. TekStream shall develop data security procedures to ensure only authorized access to data and databases by TekStream Representatives for purposes of performing the Agreement and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Agreement or the SBA. TekStream shall ensure that access to data and databases by TekStream 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.)
10. **Ownership of Data**. TekStream shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. TekStream 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. TekStream 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 SBA. SBA Data created by TekStream, obtained by TekStream 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.
11. **Background Checks**. TekStream shall ensure that TekStream Representatives assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Agreement, before being provided access to SBA Data. Upon the SBA’s request, TekStream shall provide to the SBA an attestation that the foregoing background checks have been completed.
12. **Compliance**. TekStream represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Agreement 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).

13. **Subcontractors/Agents**. TekStream shall be responsible and accountable for the acts or omissions of TekStream Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. TekStream agrees to impose the requirements of this Addendum on all TekStream Representatives assisting in the performance of the Agreement, and TekStream shall execute a written agreement with each such TekStream Representative containing equivalent terms to this Addendum.

Exhibit 1 to Schedule 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.

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 #10-410 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 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 User’s breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Agreement.
15. 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 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**

16. 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.

17. 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.

(The remainder of this page is intentionally blank.)

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

USER:

Robert C. Jansen _____
Printed Name

Signature

Effective Date

Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-410 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus