

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

This Data Security Addendum (this “**Addendum**”) is entered into as of the Effective Date, by and between the State Board of Administration of Florida (the “**SBA**”) and View the Space, Inc. (the “**Contractor**”) and is hereby incorporated into and made a part of the contract dated July 1, 2025 (the “**Contract**”) by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** The Contractor shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. Notwithstanding #20-411 Anti-Virus, the Contractor does not implement AV software directly on mobile devices and instead utilizes a compensation control in the form of a Specialized Cloud and Email Monitoring solution. The Contractor will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard relevant to the Services. The Contractor shall provide immediate notice to the SBA in the event it becomes aware of any security breach, or any unauthorized transmission or loss, of any SBA Data. For purposes of this Addendum, “SBA Data” means all Client Content.
2. **Nondisclosure.** SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. The Contractor shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA, including through the contract, or as required by law.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of SBA Data in Contractor’s possession is confirmed or reasonably suspected, the Contractor will promptly perform due diligence and promptly report findings to the SBA. If such data is unrecoverable, Contractor will pay all costs to remediate and correct any problems caused by or resulting from the loss (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, in addition to any other damages the SBA may be entitled to by law or the Contract. The Contractor acknowledges that failure to maintain security that results in a loss or breach of SBA Data may subject the Contractor to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If SBA Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test of the Contractor's system(s) on which SBA Data resides.
5. **Data Protection.** No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized Contractor Representatives that have a legitimate business need. For purposes of this Addendum, “Contractor Representatives” means the Contractor’s officers, directors, employees, agents, contractors, subcontractors, and consultants (including affiliates thereof).
6. **Encryption.** The Contractor shall encrypt all SBA Data, in transmission and at rest, using an established encryption standard approved by the National Institute of Standards and Technology.

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

7. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Contract. The Contractor has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data.
8. **Back-ups.** The Contractor shall maintain and secure adequate back-ups of all SBA Data, including, but without limitation, all documentation and programs utilized to process or access SBA Data.
9. **Data Security Procedures.** The Contractor shall develop data security procedures to ensure only authorized access to data and databases by Contractor Representatives for purposes of performing the Contract and providing the Services and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Contract, or the SBA. The Contractor shall ensure that access to data and databases by Contractor Representatives will be provided on a need to know basis and will adhere to the principle of least privilege giving a user account only those privileges which are essential to perform its intended function.
10. **Ownership of Data.** The Contractor shall provide to the SBA, upon its request, SBA Data in .CSV format. The Contractor will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA, including through the Contract. The Contractor will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA.
11. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Contract have passed appropriate, industry standard, background screening (including criminal background checks, to the extent permitted by applicable law) and possess the qualifications and training to comply with the terms of the Contract, before being provided access to SBA Data. Upon the SBA's request, the Contractor shall provide to the SBA an attestation that the foregoing background checks have been completed.
12. **Compliance.** Each party represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract continue to be compliance with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).
13. **Return / Destruction of SBA Data.** The Contractor shall not at any time during the Subscription Term destroy any SBA Data without the prior written consent of the SBA.
14. **Subcontractor/Agents.** The Contractor shall be responsible and accountable for the acts or omissions of Contractor Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. The Contractor agrees to impose the requirements of this Addendum on all Contractor Representatives assisting in the performance of the Contract.
15. **Right to Audit.**
 - a. During the term of the Contract and for a period of ten (10) years after the expiration or termination of the Contract, the SBA shall have the right to have any person or entity

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Contract and/or the subject matter of the Contract (the “Records”). In the event such right is exercised and upon no less than ten (10) business days’ prior written notice by the SBA, the Contractor agrees to permit reasonable access to its premises and the Records during Contractor’s normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Contract and for a period of ten (10) years after the expiration or termination of the Contract (or for any longer period of time that may be required by any applicable law relating to the retention of Records), the Contractor shall maintain and retain the Records, at its sole expense. In 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 15 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 15 may include, without limitation, the Contractor’s compliance with the terms of the Contract, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA’s funds. The SBA agrees that the Contractor shall not provide the confidential information of any third party as part of such audit.

- b. The Contractor shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 15 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Contractor shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Contractor by the SBA and/or its designees, and the Contractor shall provide a copy of all such responses to the SBA. The parties agree that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 15. However, in the event, the audit demonstrates that the Contractor overcharged the SBA or that the Contractor engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Contractor shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA’s request for reimbursement thereof. The Contractor’s reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Contractor’s additional reimbursement obligation hereunder.

- 16. **Public Records.** The Contractor acknowledges that SBA Data will constitute “public records” which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time (“Chapter 119, Florida Statutes”) unless such records are exempt

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

from disclosure under Chapter 119, Florida Statutes. To the extent applicable, the Contractor shall comply with Chapter 119, Florida Statutes. In particular, the Contractor shall:

- (a) Keep and maintain public records required by the SBA in order to perform the services under the 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 the Contractor 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 the Contractor's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If the Contractor transfers all public records to the SBA upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. The Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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**

17. **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. Contractor hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website. At the time of execution Contractor may submit a redacted version of the agreement for these purposes.

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

18. **E-Verify.** Contactor shall register with and use, and shall cause any of its subcontractors providing labor, supplies, or services under the Contract to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. Contractor acknowledges that SBA is subject to and Contractor agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.
19. **Business Continuity Plan/Disaster Recovery.** The Contractor has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Contract. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. Contractor shall provide an executive summary of such plans, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) the Contractor's provision of services under this Contract, the Contractor will promptly notify the SBA of the disruption and the steps being taken in response.
20. **Governing Law; Venue.** This Addendum shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Addendum shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.
21. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document.
22. **Survival.** This Addendum will survive any termination or expiration of the Contract and will continue in effect until all SBA Data has been returned to the SBA (if so directed by the SBA) and all SBA Data retained by the Contractor is destroyed. Notwithstanding the foregoing, the provisions of Section 16 (Right to Audit) of this Addendum will survive any termination or expiration of the Contract and will continue in effect as provided therein.

[Signatures on following page]

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

IN WITNESS WHEREOF, each party has caused this Data Security Addendum to be executed by its respective duly authorized officer, as of July 1, 2025 (the “**Effective Date**”).

SBA:

CONTRACTOR:

