

**ORDER: 070220-2995**Customer Reference:

Billing / Shipping Contacts		Order Details	
Florida State Board of Administration ("Customer")		Order Start Date:	October 02, 2020
Ship To:	1801 Hermitage Rd Tallahassee, Florida 32308-7772	Subscription Term:	1 Year
Bill To:	(850) 413-1165 marissa.yeatman@sbafla.com	Renewal:	Automatic
		Payment Terms:	Net 30
		Pre-payment Discount:	0%
PO Reference #:		Offer Valid Through:	October 07, 2020

Workiva Info		Business Contact	Account Administrator
Workiva Entity:	Workiva Inc.	Lamar Taylor	Jennifer Bass
Address:	2900 University Blvd. Ames, Iowa 50010, U.S.A. ("Workiva")	lamar.taylor@sbafla.com	jennifer.bass@sbafla.com
Legal / Contract:	legal@workiva.com +1 (515) 663-4435	(850) 488-4782	(850) 413-1062
Invoicing:	accounting@workiva.com +1 (515) 817-6109		
Sales:	dan.smith@workiva.com (404) 625-5191		

SUBSCRIPTION FEES (USD)			
Product	Qty	Annual Term	Total Fees
Connected Government Financial Reporting Solution - Per Unit	2	1	52,000.00
Connected Government Management Reporting Solution - Per Unit	2	1	52,000.00
Total Subscription Fees			104,000.00

NOTES:Support: <https://workiva.com/premiumsupport>Service Levels: <https://www.workiva.com/servicelevelcommitment>**Fee Increases:** Workiva may not increase the Subscription Fees under this Order during Customer's then current Subscription Term.**Account Administrator:** To ensure secure Customer account management, Customer shall designate one (1) employee (the "Account Administrator") who will provide access to its assigned Users and facilitate communication with Workiva's support staff.**Master Terms and Conditions:** This Order is subject to the Master Terms and Conditions found here: www.workiva.com/agreement 3.1.**Price Guarantee:** The below price guarantee will apply to the increase of Subscription fees herein as it is related to the dates below.**Price Cap.** 3% beginning October 2, 2021 until October 1, 2023.

Upon completion of the Price Guarantee, any Subscription fee increase will be in accordance with the Terms and Conditions.


Notwithstanding anything contrary in the Master Terms and Conditions, the pricing set forth in this Order has been agreed upon based on the parties' understanding that Customer's right to terminate without cause in the Master Terms and Conditions (if any) WILL NOT be accompanied by the right to receive a refund, credit, or reimbursement of any pre-paid fees for Subscriptions, Subscription Services, or access to the Software. Accordingly, the parties agree that this paragraph shall control even if it is in conflict with any language in the terms of the Master Terms and Conditions, notwithstanding any agreed upon order of precedence where resolving conflicts between an Order and the Master Terms and Conditions, the Master Terms and Conditions would prevail.

Additional Terms: If there are any additional product descriptions not mentioned above and/or any additional terms apply to Workiva's provision of Services under this Order, such terms will be set forth below following the signature section of this Order.

SIGNATURES**Florida State Board of Administration****WORKIVA**



SIGNATURE: 
NAME: Ashbel C. Williams
TITLE: Executive Director & CIO
DATE: October 2, 2020

SIGNATURE: 
NAME: Jill Klindt
TITLE: Senior Vice President
DATE: 10/6/2020

Sales Operations Reviewed Accounting Reviewed

ADDITIONAL TERMS:

CONNECTED WDESK GOVERNMENT FINANCIAL REPORTING SOLUTION - PER UNIT

The Connected Financial Reporting Solution for governmental agencies and institutions of higher education includes access to the Connected Financial Reporting Workspace, Wdata and one (1) system connector for users involved in the accounting and finance reporting process and the ability to add such users on an as-needed basis. Total data storage of Wdata is limited to one hundred (100) gigabytes. Queries are limited to one hundred and twenty (120) terabytes processed per year. The Connected Financial Reporting Workspace enables the organization to streamline the creation of Comprehensive Annual Financial Reports (CAFR), single audits, grants financial reporting, and ad hoc financial reports and dashboards.

CONNECTED WDESK GOVERNMENT MANAGEMENT REPORTING SOLUTION - PER UNIT

The Connected Management Reporting Solution for governmental agencies and institutions of higher education includes access to the Connected Management Reporting Workspace, Wdata and one (1) system connector for users involved in the management reporting process and the ability to add such users on an as-needed basis. Total data storage of Wdata is limited to one hundred (100) gigabytes. Queries are limited to one hundred and twenty (120) terabytes processed per year. The Connected Management Reporting Workspace enables the organization to streamline the creation of capital improvement plans, agency performance reports, board reporting, and ad hoc / management reports and dashboards.

ADDITIONAL TERM FOR SOLUTION PRODUCTS

TO THE EXTENT THE DESCRIPTION OF THIS SOFTWARE SUBSCRIPTION CONFLICTS WITH THE TERMS OF THE MASTER TERMS AND CONDITIONS, AND, NOTWITHSTANDING ANY ORDER OF PRECEDENCE THEREIN, THE PARTIES AGREE THAT THE DESCRIPTION IN THIS ORDER SHALL CONTROL. THIS DESCRIPTION AND THE TERMS OF THIS ORDER SHALL HAVE NO EFFECT ON ANY OTHER ACTIVE ORDER.

Entity
Provides access to the entity listed as Customer in the signature table above. Customer shall, from time to time and upon Workiva's request, provide Workiva with updated entity access; if the entities are not included in the scope contracted, Customer will be responsible for any fees associated with such additions. TO THE EXTENT THE DESCRIPTION OF THIS SOFTWARE SUBSCRIPTION CONFLICTS WITH THE TERMS OF THE MASTER TERMS AND CONDITIONS AND, NOTWITHSTANDING ANY ORDER OF PRECEDENCE THEREIN, THE PARTIES AGREE (I) THAT THE DESCRIPTION IN THIS ORDER SHALL CONTROL; AND (II) FOR PURPOSES OF THIS ORDER THE RIGHTS OF ACCESS OR LICENSES GRANTED TO CUSTOMER'S AFFILIATES IN THE MASTER TERMS AND CONDITIONS ARE HEREBY RESTRICTED SOLELY TO CUSTOMER. ONLY EMPLOYEES OF CUSTOMER MAY RECEIVE THE SUBSCRIPTION SERVICES SET FORTH IN THIS ORDER. THIS DESCRIPTION AND THE TERMS OF THIS ORDER SHALL HAVE NO EFFECT ON ANY OTHER ACTIVE ORDER.

**STATEMENT OF WORK: 070220-2995**

Customer Reference:

Billing Contact		Workiva Info	
Florida State Board of Administration ("Customer")		Workiva Entity:	Workiva Inc.
Ship To:	1801 Hermitage Rd Tallahassee, Florida 32308-7772	Address:	2900 University Blvd. Ames, Iowa 50010, U.S.A.
Bill To:	(850) 413-1165 marissa.yeatman@sbafla.com		("Workiva")
		Legal / Contract:	legal@workiva.com
			+1 (515) 663-4435
PO Reference #:		Invoicing:	accounting@workiva.com
SOW Start Date:	October 2, 2020		+1 (515) 817-6109
Offer Valid Through:	October 07, 2020	Sales:	dan.smith@workiva.com
Business Contact	Lamar Taylor		(404) 625-5191
	lamar.taylor@sbafla.com		
	(850) 488-4782		

Scoped Services Fees				
Role	List Hourly Rate	Hourly Rate	Estimated Hours	Total Fees (Good Faith Estimate)
Hourly Workforce Augmentation	350	270	40	USD 10,800.00
Total Estimate:				10,800.00

Payment Term for Scoped Services. Customer will be invoiced for the Services on a monthly basis for hours completed. Payment is due thirty (30) days from receipt of invoice. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Workiva may suspend its performance until payment is received. Any required travel time for Hourly Services shall be billed at one-half of the applicable Hourly Rate. Any expenses in addition to travel time are included in the Hourly Rate.

Fixed Fees Services			
Product Name	Quantity	Fees	
Connected Reporting Services - Tier 1	1	USD	11,250.00
		Total	11,250.00

Payment Term for Fixed Fees. Customer will be invoiced upon the Order Effective Date for the Fixed Fee Services and shall submit payment in accordance with the Agreement.

NOTES:

Effective Date: This Statement of Work will be effective upon the latter of the two signatures below.

Expiration: Unless otherwise listed in the service(s) description, the earlier of one (1) year from the Effective Date or the completion of services herein. The performance of Services beyond one (1) year will be at Workiva's discretion.

Master Terms and Conditions: This Statement of Work is subject to the Master Terms and Conditions found here: www.workiva.com/agreement 3.1.

Additional Terms: Any additional product descriptions not mentioned above and/or any additional terms apply to Workiva's provision of Services under this Statement of Work, such terms will be set forth following the signature section of this Order.

SIGNATURES**Florida State Board of Administration**

SIGNATURE:

NAME: Ashbel C. Williams

TITLE: Executive Director & CIO

DATE: October 2, 2020

WORKIVA

SIGNATURE:

NAME: Jill Klindt

TITLE: Senior Vice President

DATE: 10/6/2020

DocuSigned by:

CF52452CD4D1485...



Sales Operations Reviewed

Accounting Reviewed

ADDITIONAL TERMS:

SCOPED SERVICE(S)

Workiva will perform the following scoped Service(s) for Customer in accordance with their associated descriptions.

Hourly Workforce Augmentation: www.workiva.com/workforceaugmentation_19176

Workforce Augmentation hours are to be used at the Customer's discretion, for further assistance in set up. Hours may be used for, but are not limited to:

- a. Spreadsheet set up
- b. Establishing Queries
- c. Mapping and linking design
- d. Linking

FIXED FEE SERVICE(S)

Workiva will perform the following fixed fee Service(s) for Customer in accordance with their associated descriptions.

Connected Reporting Setup - Tier 1: www.workiva.com/connectedrptsetup1_1905121

The following files are in scope and must be provided in native .docx format:

- a. FRSTF (DB) Financial Stmtts FY19 (SBA DRAFT 10-23-19).docx
- b. Final 2019 FRS Investment Plan Financials (DC).pdf

**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 Workiva, Inc. (the “**Contractor**”) and is hereby incorporated into and made a part of the Master Terms and Conditions (including the Order, collectively referred to as the “**Agreement**”) September 30, 2020, by and between the SBA and the Contractor.

1. **Data Security; SBA Data.** The Contractor shall provide immediate notice (no later than 48 hours) 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 data accessed, created, maintained, obtained, processed, stored, or transmitted by the Contractor in the course of performing the Contract and all information derived therefrom.
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 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 suspected, the Contractor will promptly perform commercially reasonable due diligence and promptly report findings to the SBA. Cost reimbursement shall be covered pursuant to Section 9 of the Agreement.
4. **Security Audits.** If SBA Data will reside in the Contractor's system, the SBA may request the Contractor to conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which SBA Data resides. If the term of the Contract is less than a year long, the penetration test or security audit of the Contractor's system(s) on which SBA Data resides, may be exercised at any time during the term of the Contract.

For no additional fees once annually upon Customer request Workiva will provide Customer with reasonable assurances of its environments including by providing:

- (a) CAIQs;
- (b) SOC 1 Type II;
- (c) SOC 2 Type II;
- (d) Documentation related to Workiva's FedRAMP Moderate status;
- (e) FedRAMP MSSP; and
- (f) Web Application Vulnerability Assessment and Penetration Testing of Workiva's non-production / mirror Software environment which includes: (i) Network scanning; (ii) Improper input handling (cross site scripting, SQL injections, XML injection, and cross site flashing; (iii) weak session management; (iv) insufficient authentication; (v) insufficient authorization (vi) data validation flaws and data integrity; (vi) OWASP Top 10; and (vii) SANS to 25.

Customer may perform one (1) annual audit for additional fees. The Audit Fee includes:

- (a) Workiva responses to custom questionnaires;
- (b) Customer penetration testing of a test environment;
- (c) Onsite assessment of Workiva's facility pursuant to Workiva visitor policies; and
- (d) Virtual audits where not using SOC reports.

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

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 in systems located outside of the United States of America, regardless of the method or level of encryption employed. Notwithstanding the foregoing, Contractor may process SBA Data in the European Union solely for purposes of providing after-hours support. 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). 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, Contractor 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, the Contractor agrees to provide the Contractor 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 the Contractor) (the "Systems Use Agreement"). At such time as the SBA provides access to SBA technology resources, the Contractor and any Contractor Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, Contractor agrees to be responsible in the event any Contractor 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.** The Contractor shall encrypt all SBA Data, in transmission and at rest, using encryption algorithms within NIST guidelines.
7. **Indemnification.** Notwithstanding any provision in this Agreement between the parties, Workiva acknowledges that the State Board of Administration of Florida (SBA), as an entity of the State of Florida, may be prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. This is enforceable to the fullest extent allowable under Florida law.
8. Notwithstanding any provision in this agreement between the parties, Workiva acknowledges that the SBA, as an entity of the State of Florida, may be prohibited from entering into a limitation of remedies agreement. As such, the SBA does not agree to Arbitration. See Florida Attorney General Opinion 85-66, dated August 23, 1985. This is enforceable to the fullest extent allowable under Florida law.
- 9.
10. **Specific security requirements.** The Contractor shall not use SBA Data except as permitted by the Order. 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.
11. **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.

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

12. **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 Order and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Order 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. (The principle of least privilege means giving a user account only those privileges which are essential to perform its intended function.)
13. **Ownership of Data.** The Contractor shall provide the SBA to self-administer data for their accounts and data governance requirements. At any time the SBA can save/export, or delete a document. The Contractor shall provide the SBA with the ability to save documents in DOCX (MS Word), XLSX (MS Excel), or PDF (Adobe) formats for archiving on their own systems. The Contractor also supports exporting in XML format for later use within the Platform. 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. 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. SBA Data created by the Contractor, obtained by the Contractor 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.
14. **Background Checks.** The Contractor shall ensure that Contractor Representatives assisting in the performance of the Order have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Order, 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.
15. **Compliance.** The Contractor represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Order 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).
16. **Return / Destruction of SBA Data.** The Contractor shall not during the Agreement term 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 Order, the Contractor 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 the Contractor. The Contractor 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 Contractor.
17. **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 Order, and

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

the Contractor shall execute a written agreement with each such Contractor Representative containing equivalent terms to this Addendum.

18. Right to Audit.

For no additional fees once annually upon Customer request Workiva will provide Customer with reasonable assurances of its environments including by providing:

- (a) CAIQs;
- (b) SOC 1 Type II;
- (c) SOC 2 Type II;
- (d) Documentation related to Workiva's FedRAMP Moderate status;
- (e) FedRAMP MSSP; and
- (f) Web Application Vulnerability Assessment and Penetration Testing of Workiva's non-production / mirror Software environment which includes: (i) Network scanning; (ii) Improper input handling (cross site scripting, SQL injections, XML injection, and cross site flashing; (iii) weak session management; (iv) insufficient authentication; (v) insufficient authorization (vi) data validation flaws and data integrity; (vi) OWASP Top 10; and (vii) SANS to 25.

Customer may perform one (1) annual audit for additional fees. The Audit Fee includes:

- (a) Workiva responses to custom questionnaires;
- (b) Customer penetration testing of a test environment;
- (c) Onsite assessment of Workiva's facility pursuant to Workiva visitor policies; and
- (d) Virtual audits where not using SOC reports.

- a. 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 16 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 Contractor acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- b. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 16. However, in the event, the SBA and/or its designees conclude 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.

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

19. **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 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 Order;

(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 by SBA 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 Order and following completion of the Order if the Contractor does not transfer the records to the SBA; and

(d) Upon completion of the Order, 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 Order, 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 Order, 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.

Notwithstanding anything to the contrary in the Agreement, SBA shall not provide access to the Services to any non-SBA personnel for purposes of satisfying its obligations under the Florida Statutes.

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 ORDER, 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**

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

20. **Florida Transparency in Contracting Initiative.** Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational agreements on its website, and this agreement with Addendum, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information Workiva has specifically identified and redacted from this Agreement as set forth in Exhibit A, Workiva hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information Workiva has specifically identified and redacted from any such amendment or addenda at the time Workiva delivers an executed counterpart of such to the SBA, Workiva hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. Workiva hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.
21. **Entire Agreement.** This Addendum and the Agreement, including any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Addendum by this reference, constitute and embody the entire agreement and understanding of the parties 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 the parties.
22. **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.
23. **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.
24. **Survival.** This Addendum will survive any termination or expiration of the Order 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 Order and will continue in effect as provided therein.

IN WITNESS WHEREOF, each party has caused this Data Security Addendum to be executed by its respective duly authorized officer, as of October 6, 2020 (the "Effective Date").

**STATE BOARD OF ADMINISTRATION
DATA SECURITY ADDENDUM**

SBA:

STATE BOARD OF ADMINISTRATION
OF FLORIDA

By: _____

Ashbel C. Williams
Executive Director & CIO

CONTRACTOR:

Workiva, Inc.

By: _____

Name: Jill Klindt
Title: Senior VP

10/6/2020

APPROVED AS TO LEGALITY:

CRAIG A. MEYER
ASSISTANT GENERAL COUNSEL

EXHIBIT I
SYSTEMS USE AGREEMENT
(attached)