

## **ADDENDUM ONE**

**to the Invoice dated October 10, 2023 and the referenced Terms and Conditions referenced therein (the "Agreement") between the  
State Board of Administration of Florida (SBA) and FS-ISAC**

Notwithstanding any statements to the contrary in the Agreement the following provisions apply to the SBA as an entity of the State of Florida and are agreed to by FS-ISAC.

1. The SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. *See* Fla. Atty. Gen. Op. 99-56, dated Sept. 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. *See* Fla. Atty. Gen. Op. 85-66, dated Aug. 23, 1985. Any limitations on liability or remedies, warranties, or indemnifications shall be valid and enforceable to the extent permitted under Florida law.

2. Notwithstanding any provision in the Agreement, the SBA is bound by the provisions of chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between chapter 119, Florida Statutes, and the terms of the Agreement between the parties, the provisions and procedures of chapter 119, Florida Statutes will prevail. In addition, in order for documents to be considered confidential by the SBA, FS-ISAC must mark items as confidential or trade secret.

**3. IF FS-ISAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
[SBAContracts DL@sbafla.com](mailto:SBAContracts_DL@sbafla.com)**

4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Order will be one of the agreements posted. FS-ISAC hereby agrees that the SBA is authorized to post this Order (including any amendments or addenda hereto) and a description of the content of the Order (including any amendments or addenda hereto) on the SBA's website. At the time of execution, FS-ISAV may submit a redacted version of the Order for these purposes.

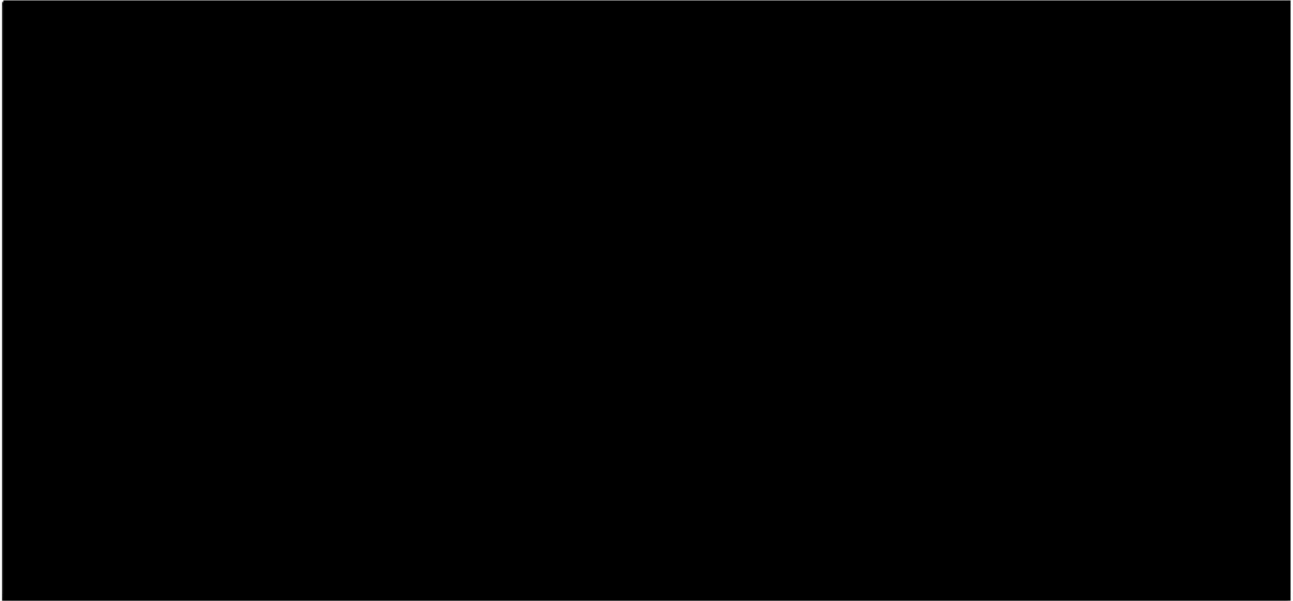
5. In accordance with section 448.095, Florida Statutes, FS-ISAC shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to

verify the work authorization status of all new employees of the contractor or subcontractor. FS-ISAC acknowledges that SBA is subject to and FS-ISAC agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. Notwithstanding any provision to the contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

**FS-ISAC**

**State Board of Administration of Florida**





**BILL TO:** State Board of Administration of Florida  
1801 Hermitage Blvd. Suite 100  
Tallahassee,  
FL  
32308  
United States

**DATE:** 10/10/2023  
**INVOICE#:** INV-35441

CUSTOMER REFERENCE NUMBER	PAYMENT TERMS	DUE DATE
	Net 30	11/09/2023

ITEM	DESCRIPTION	QUANTITY	BILLING PERIOD/ EVENT DATES	UNIT PRICE	LINE TOTAL
MEM_T5_A	Annual Tier 5 Membership Cat A	1	12/07/2023 -12/06/2024	7,000.00	\$ 7,000.00
				Subtotal	\$ 7,000.00
				Sales Tax	\$ 0.00
				Total	\$ 7,000.00
NOTES:				AMOUNT DUE (USD)	\$ 7,000.00
BY PAYING THIS INVOICE, YOU AGREE TO OUR CURRENT TERMS AND CONDITIONS BELOW: <a href="https://www.fsisac.com/terms">https://www.fsisac.com/terms</a>					

**NOTES:**

BY PAYING THIS INVOICE, YOU AGREE TO OUR CURRENT TERMS AND CONDITIONS BELOW:  
[HTTPS://WWW.FSISAC.COM/TERMS](https://www.fsisac.com/terms)

**PAYMENT URL:**

[https://invoice.stripe.com/i/acct\\_18rug0KamH1RRJnB/live\\_YWNjdF8xOHJlZzBLYWw1MVVJSsm5CLF9PbkdRMzllS241MVRQTTVOM0RncfHRW5MNjVMsGwyLDg3NDg0OTY4O200rEmj1Nu4?s=ap](https://invoice.stripe.com/i/acct_18rug0KamH1RRJnB/live_YWNjdF8xOHJlZzBLYWw1MVVJSsm5CLF9PbkdRMzllS241MVRQTTVOM0RncfHRW5MNjVMsGwyLDg3NDg0OTY4O200rEmj1Nu4?s=ap)

Invoice amount does not include withholding tax. If Member is required to make any deduction or withholding on payments due to FS-ISAC, Member will pay FS-ISAC the necessary additional amount so that the net amount FS-ISAC receives is equal to the invoice amount.

### Payment Instructions

This Invoice and the referenced Terms and Conditions incorporate Addendum One to this Order.