

AMENDMENT TO BIA SERVICES AGREEMENT

THIS AMENDMENT (this "Amendment") to the Services Agreement dated July 13, 2015 attached thereto, (the "Agreement") by and between Business Intelligence Advisors, Inc. ("BIA") and Florida State Board of Administration ("Client") is effective as of December 22, 2022 and is entered into by and between BIA and Client. Undefined capitalized terms used herein shall have the meaning assigned to such terms in the Agreement.

WHEREAS, BIA and Client now desire to (i) renew the Agreement and (ii) provide that the Agreement shall amended to be a Master Services Agreement pursuant to which one or more Statements of Work may be issued for the purchase of BIA Training and Advisory Services, as agreed to in writing by the parties;

NOW, THEREFORE, the parties hereby agree that the Agreement is amended as follows:

1. Renewal; Term. The Agreement is renewed effective December 22, 2022 (the "Effective Date") and, notwithstanding any provision in the Agreement to the contrary, unless sooner terminated in accordance with Section 1, the term shall continue until the later of (i) a period of one year from the Effective Date or (ii) a period of one year after the expiration of the last active Statement of Work. For removal of doubt, in the event Client has a retainer agreement in place with BIA, the Agreement shall continue for a period of one year after the expiration of the retainer period specified therein, including any renewal or extension thereof.
2. Services; Statements of Work. BIA shall provide Training and/or Advisory Services to Client as specified in a Statement(s) of Work signed by both parties in the form attached hereto as Exhibit A. Each Statement of Work shall be governed by the Agreement. For avoidance of doubt, any purchases by Client of BIA Investment Research, Due Diligence or Special Projects services shall be under a separate agreement to be negotiated by the parties.
3. Notices: Section 7 is amended and restated with respect to BIA, as follows:

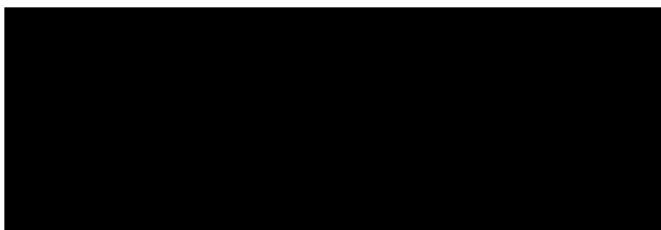
Business Intelligence Advisors, Inc.
Riverside Center
275 Grove Street
Suite 2-400
Newton, MA 02466
Telephone: 617-226-2607
notices@biadvisors.com
4. Continuing Force and Effect. Except as specifically amended herein, the Agreement shall continue in full force and effect as originally constituted and is ratified and affirmed by the parties hereto.

5. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.
6. Counterparts. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page to follow]

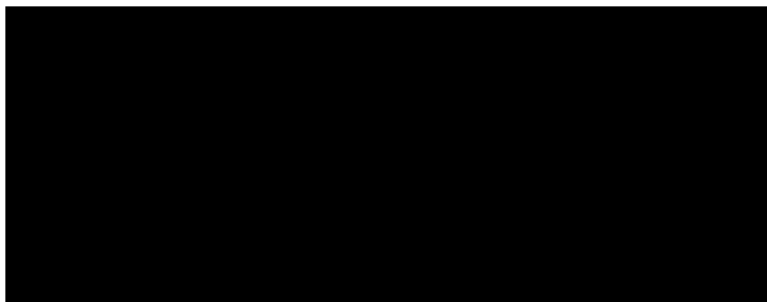
Each Party has executed this Amendment as of the Effective Date

BUSINESS INTELLIGENCE ADVISORS, INC.

A large black rectangular redaction box covering the signature area for Business Intelligence Advisors, Inc.

Title: CEO

FLORIDA STATE BOARD OF ADMINISTRATION

A large black rectangular redaction box covering the signature area for the Florida State Board of Administration.

Title: Interim Executive Director & CIO

A black rectangular redaction box, likely covering a signature or stamp.

EXHIBIT A**FORM OF STATEMENT OF WORK**

This Statement of Work, effective as of December 22, 2022, ("SOW Effective Date"), is made by and between Florida State Board of Administration ("Client") and Business Intelligence Advisors, Inc., ("BIA"), pursuant to the Addendum to BIA Services Agreement effective December 22, 2022, (the "Agreement") and is subject to the terms thereof. Capitalized terms used herein, and not otherwise defined in this Statement of Work shall have the meaning ascribed thereto in the Agreement.

Client Representative

Name:	
Title:	
Email:	
Phone:	

BIA Representative

Name:	Jason Hutto
Title:	Director of Sales
Email:	jhutto@biadvisors.com
Phone:	617-448-5920

SCOPE OF WORK

- Strategic Information Collection Training Program
 - Delivered at client office or other specified location.
 - Limited to a maximum of 30 members of your firm and its affiliated investment firms. Attendees other than Client employees must be identified in advance and Client hereby represents that it has the authority to require that such attendees agree and adhere to certain applicable terms and conditions of this Agreement.

SCHEDULE

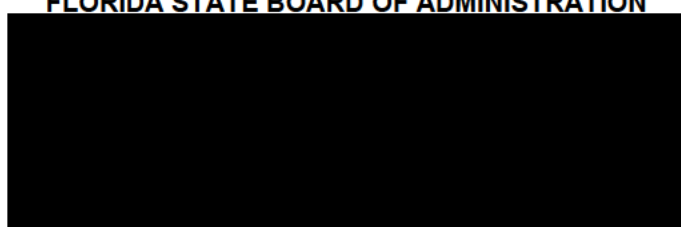
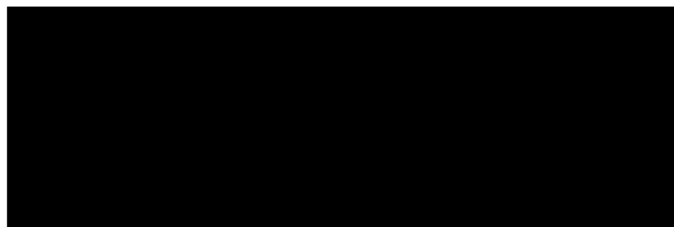
Date to be mutually determined. Training to be delivered prior to 12/31/2023

PAYMENT RATE AND TERMS

- \$37,500 is due and payable within thirty (30) days of execution of the SOW.
- Fees and other contract terms are strictly confidential.

IN WITNESS WHEREOF, and in consideration of the mutual promises and agreements contained herein, Client and BIA agree to this Statement of Work and the parties have caused their duly authorized representatives to execute this Agreement effective as of the SOW Effective Date.

FLORIDA STATE BOARD OF ADMINISTRATION



**EXHIBIT ONE
ACKNOWLEDGEMENT
of Laws and Regulations which the
State Board of Administration of Florida must follow and replaces the Exhibit One in
the July 2015 with BUSINESS INTELLIGENCE ADVISORS (BIA)**

This Exhibit One replaces the Exhibit One effective July 13, 2015. Notwithstanding any statements to the contrary in the Terms & Conditions, the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by BIA.

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt the SBA does not agree to arbitration including that detailed in section 18. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The SBA agrees to the sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **BIA** acknowledges and agrees that 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 these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

**3. IF BIA 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**

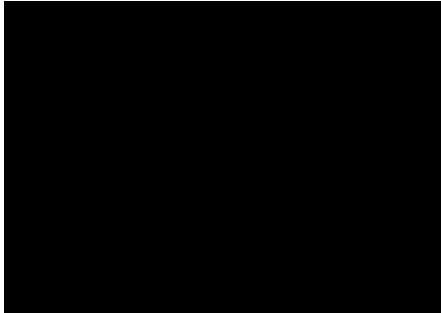
4. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **BIA** hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) 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 BIA may submit a redacted version of the agreement for these purposes.

5. The SBA requires its vendors to comply 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. **BIA** acknowledges that the SBA is subject

to and **BIA** agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

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

Business Intelligence Advisors



State Board of Administration of Florida

