

ADDENDUM ONE

to the Carahsoft Technology Corp (Carahsoft) Price Quotation (Agreement) with the State Board of Administration of Florida (SBA) dated November 8, 2022

Notwithstanding any provision in this Agreement between the parties including, but not limited to, the software listed in the Agreement, the parties agree that the following conditions are applicable:

1. Notwithstanding any provision in the Agreement, Carahsoft acknowledges and agrees that the SBA, as an entity of the State of Florida, is prohibited from entering into a limitation of remedies agreement. For the avoidance of doubt, this includes warranties. *See* Florida Attorney General Opinion 85-66, dated August 23, 1985. Any limitation of remedies set forth in this Agreement shall be valid and enforceable to the maximum extent permissible under Florida State law.

2. Notwithstanding any provision in this Agreement between the parties, Carahsoft acknowledges and agrees that the SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. For the avoidance of doubt, this includes hold harmless clauses. *See* Florida Attorney General Opinion 99-56, dated September 17, 1999. Any indemnification agreements set forth in this Agreement shall be valid and enforceable to the maximum extent permissible under Florida State law.

3. Notwithstanding any provision in this Agreement between the parties, Carahsoft acknowledges and agrees that the State Board of Administration of Florida 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 this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

To the extent applicable, Carahsoft shall comply with Chapter 119, Florida Statutes. In particular, Carahsoft 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 Carahsoft does not transfer the records to the SBA when the Agreement is completed;

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in Carahsoft's possession or keep and maintain the public records required by the SBA in order to perform the services under this Agreement. If Carahsoft transfers all public records to the SBA upon completion of the contract, Carahsoft shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Carahsoft keeps and maintains public records upon completion of the contract, Carahsoft shall meet all applicable requirements for retaining public records. Carahsoft 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.

4. IF CARAHSOFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CARAHSOFT'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,
sbacontracts@sbafla.com, (850) 488-4406.**

5. When applicable, travel and expenses with be reimbursed by the SBA in compliance with Section 112.061, Florida Statutes and SBA Policy #10-052.

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) a waiver of the State of Florida's right to a jury trial.

7. Carahsoft acknowledges that the SBA is subject to, and Carahsoft agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

8. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Addendum will be one of the contracts posted. Carahsoft hereby agrees that the SBA is authorized to post this Addendum (including any amendments or addenda hereto) and a description of the contents of the Addendum (including any amendments or addenda hereto) on the SBA's website.

