

**Statement of Work
For
Florida State Board of Administration
To Provide
Ad Hoc Consulting Support**

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Overview

The purpose of this Statement of Work ("SOW") is to identify duties, tasks and deliverables to be performed by Eagle Investment Systems LLC ("Eagle"), a Delaware limited liability company, in conjunction with Florida State Board of Administration ("FSBA") and together with Eagle, the "Parties"). These duties, tasks, deliverables provided hereunder shall be deemed to constitute additional Commissioned Work, as defined in the Software License Agreement (the "Agreement") between the Parties made as of November 14, 2002 ("SLA"), and such duties, tasks and deliverables and associated budget are detailed below. The applicable terms of the SLA will apply with respect to this SOW.

The primary Eagle contacts for this SOW are:

Global Professional Services Representative	Administrative Representative
Keith Harrington Project Executive BNY Mellon Client Solution Delivery Keith.a.harrington@bnymellon.com P: 781-943-2141	Dan St. Onge Chief Operating Officer Eagle Investment Systems LLC Dan.stonge@bnymellon.com P: 860-313-5685 F: 860-561-4265

Executive Summary

FSBA has requested Eagle ad-hoc consulting support for items related to, but not limited to, support in the following areas:

- Technical upgrade Support
- Advanced report triage and support
- General support around upgrading to v17 2.29

FSBA's contract with Bank of New York Mellon allows for the use of credits to pay for Eagle services. These credits, outlined in Exhibit A of such contract under Additional Support and Services allow for FSBA to "offset and decrease FSBA's cost of using, upgrading, and for maintaining the Eagle System." FSBA may utilize all or a portion of these available credits to reduce FSBA's cost of this implementation. FSBA and Eagle will mutually agree upon a process by which invoices will be submitted to FSBA and the available credits to be applied to those invoices.

Eagle Global Professional Services Fees, Expenses, Billing and Resources

The following details the Eagle Global Professional Services fees by project member role for this SOW:

Project Member	Standard Hourly Rate	Hourly Rate for SOW	Project Activities
<i>Project Executive</i>	\$400	\$350	<i>Project design and management activity, technical direction, status reporting and resource deployment. Participation in Steering Committee meetings.</i>
<i>Project Lead</i>	\$325	\$300	<i>Project management activity, technical direction and status reporting. Resource may also be involved in Business Analysis and Subject Matter Expertise.</i>
<i>Senior Consultant</i>	\$300	\$275	<i>Includes Senior level resources focused on Business Analysis, Interface design and Configuration. Also includes Integration programming, communications support, database design, interface development, and unit testing.</i>
<i>Subject Matter Expert (SME)</i>	\$325	\$300	<i>Includes senior level SME primarily focused on the areas of performance, conversion, reporting, software product reviews, project coordination, requirements specifications, operations review, and process re-engineering.</i>
<i>Technical Consultant</i>	\$325	\$300	<i>Includes resources focused on Technical direction, system tuning and performance. Provides technical expertise and manages execution of all technical deliverables.</i>
<i>Remote Resource Pool</i>	\$125	\$75	<i>Leverage low cost geography to provide value added services in a factory-like setting.</i>

* Resource allocations and assignments are based upon the initial planning and scoping for the project. As the project progresses, resource allocations and individual resource assignments may be subject to change based upon mutual review and discussion.

Eagle services are billed on a time and materials basis at agreed upon hourly rates for the time worked. All timeframes and associated costs are estimated, based on experience and current knowledge. The estimates reflected in this SOW do not represent a fixed bid or any other agreement limiting fees for work performed. Time is typically recorded to the hour or half hour, therefore there may be partial hours billed. All time entered is attributed to a task and individual which will be reflected on any invoice sent to FSBA.

In addition to professional services fees, Eagle will bill for reimbursement for reasonable out-of-pocket expenses incurred as a direct result of this engagement. Expenses may include, but are not limited, to travel, lodging, meals and telephone charges and will comply with the prevailing FSBA expense policies provided to Eagle in advance.

FSBA will receive monthly billing statements which will include detailed information on the activities performed and expenses incurred during the preceding billing period.

Eagle's methodology does require onsite presence during various stages of the implementation. It will be up to the discretion of both the Eagle Project Lead and the FSBA Project Manager to coordinate the details related to this onsite presence. There are key instances where this onsite time will be beneficial and required. An estimate of that time is documented within the Summary Deliverables and Milestones section of this SOW. If Eagle resources are required to be onsite there may be additional access and tools required that will be noted within the specific tasks contained in this SOW. These

requirements may include items such as database access, internet access, access to Eagle engines, etc.

Scope Change Procedure

Any tasks or deliverables that are not included within the SOW and identified by both Eagle and FSBA as required will trigger a scope change. The Eagle Project Lead will document the scope or requirement changes within a change authorization form (see Exhibit #1) or a modified SOW. This change authorization form or modified SOW will contain the detailed changes, any additional steps to be taken, the resources to be used and the estimated cost. The Eagle Project Lead will review this document with FSBA staff to obtain mutual sign-off on the change, which then will be submitted for approval.

Client Responsibility

Within the Summary Deliverables and Milestones section documented below there are references to items that FSBA will be responsible to provide. These items may impact target dates and, therefore, will need to be prioritized and delivered as required in order to complete the tasks on target. Client agrees that it will cooperate reasonably with Eagle in connection with the performance of this SOW. Client acknowledges that if it fails to provide assistance and perform or fulfill its obligations, Eagle's ability to perform may be adversely affected.

Confidentiality

All Confidential Information exchanged by the Parties in connection with this SOW shall be governed by and subject to the provisions of Section #8 of the SLA. The term "Confidential Information" shall have the meaning given to that term in the Agreement.

Termination

FSBA may terminate this SOW at any time upon ten (10) days prior written notice and will only be responsible for professional services fees and expenses incurred pursuant to this SOW up to and including the date of termination.

General Terms

This SOW is subject to all the general terms and conditions (Section 15) of the Agreement between the Parties.

Eagle shall 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. Eagle acknowledges that FSBA is subject to and Eagle agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

Consistent with the Florida Transparency in Contracting Initiative, the FSBA posts certain operational Agreements on its website, and this SOW will be one of the agreements posted. Eagle hereby agrees that the FSBA is authorized to post this SOW (including any amendments or addenda hereto) and a description of the content of the SOW (including any amendments or addenda hereto) on the FSBA's website.

Summary Deliverables and Milestones

This phase is focused on one specific project area and resource need related to the support of FSBA in its effort to gather requirements and prepare a detailed project plan for the planned conversion and consolidation of its data and accounts onto the Eagle platform. The project task is identified by assigned resource(s), Eagle effort, estimated fees, and project timing in addition to the specific details, tasks, deliverables and assumptions.

Project Task:	Ad Hoc Consulting
Eagle Resource(s):	Project Executive, Project Lead, Senior Consultant, Technical Consultant, Subject Matter Expert (SME)
Timing:	May 2022 to December 2022
Details:	<ul style="list-style-type: none"> • Provide ad hoc consulting support to FSBA upgrade to v17 2.29
Eagle Deliverable/ Milestone:	<ul style="list-style-type: none"> • Provide ad hoc consulting support related to, but not limited to: OLAP reporting, STAR accounting processes, 3rd party software configuration, workflow design, adv report triage, knowledge transfer & training • Provide documentation on any ad hoc consulting engagements • Provide estimates (before performing work) on any ad hoc consulting requests • Monthly actual vs. budget tracking
FSBA Deliverable/ Milestone	<ul style="list-style-type: none"> • Provide consulting requests with as much advance notice as possible • Provide Eagle with clear requirements where applicable • Approve consulting requests after Eagle has provided work effort estimates
Assumptions	<ul style="list-style-type: none"> • Eagle will not have dedicated "bench consultants" to perform consulting requests immediately but will make every effort to make a consultant available as soon as possible



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Project Task Area	Hours	Estimated Fee
Ad Hoc Support - Project Executive	4	\$1,400.00
Ad Hoc Support - Project Lead	40	\$12,000.00
Ad Hoc Support - Senior Consultant	24	\$6,600.00
Ad Hoc Support - Technical Consultant	40	\$12,000.00
Ad Hoc Support - SME	24	\$7,200.00
Total	132	\$39,200.00

Total Estimated Fees

(Excluding Reimbursable Expenses):

\$ 39,200.00 USD

Expenses and Eagle Effort are to be billed on a monthly basis as they are incurred.
This estimate is valid until July 8, 2022.

Authorization

Florida State Board of Administration

Eagle Investment Systems LLC

Exhibit #1 – Implementation Change Authorization Form

Implementation Change Authorization

Eagle Investment Systems/Eagle Global Professional Services

Client:		Project Name:			
Prepared by:		Date:		Original SOW #:	
Section I. To be Completed by Preparer					SOW Change #:
1. Change Description (summary):					
2. Change Justification:					
3. Change Type:		Requirements	Design	Development	Documentation
		Uploader		Communications Services	
4. Change Category (Check One):		Enhancement	Rework	Other (explain):	
5. Change Priority (Check One):		Optional	Desirable	Mandatory	
Section II. To be Completed by Eagle Project Lead					
1. Related Change Requests (list #s):		2. Estimated Start Date:		3. Estimated End Date:	
4. Estimated Effort (Days):		6. Change Description (Detailed):			
5. Estimated Cost:		7. Project Impact			
		Schedule Impact:		Budget Impact:	Scope Impact:
Section III Final Approval Signatures and Funding					
1. Approval (Check One):		Approved	Not Approved	Defer Until :	
1. Client Authorized Name (Print):		Signature			Date:
2. Eagle Authorized Name (Print):		Signature			Date:

NOTE: Client agrees that this Implementation Authorization is an addendum to the existing contract with Eagle Investment Systems LLC and all terms and conditions are still in effect in accordance with this change.