AMENDED AND RESTATED
SOFTWARE LICENSE AND HOSTING AGREEMENT

This Software License and Hosting Agreement (together with all exhibits, attachments and amendments hereto, this "Agreement") is made as of May 31, 2023, and effective as of July 1, 2023 (the "Effective Date") by and between Eagle Investment Systems LLC, a Delaware limited liability company with a principal place of business at 65 LaSalle Road, Suite 305, West Hartford, Connecticut 06107 ("Eagle") and the State Board of Administration of Florida ('Licensee" or "SBA"), a governmental entity with a principal place of business at 1801 Hermitage Blvd., Suite 100, Tallahassee, FL 32308 ("Licensee").

RECITALS

Licensee and Eagle entered into that certain Software License Agreement dated as of November 14, 2002 (as the same may have been amended from time to time, the "Original License Agreement"), whereby SBA licenses certain software (the "Existing Software") from Eagle, which Existing Software is installed locally at Licensee's premises.

Licensee and Eagle have agreed that Licensee will migrate to Eagle's hosted solution for the Hosted Software (as defined below) and will license additional Cloud Software (as defined below).

In connection with the foregoing, Eagle agrees to provide certain related hosting and support services as more particularly described in this Agreement, and Licensee desires to accept such related services.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1.1. "Affiliate" shall mean a person or entity that a party now or hereafter controls, is controlled by, or that is under common control with such party, where "control" means an ownership interest of 51% or more, but only for so long as such relationship exists.

1.2. "Availability Service Level" with respect to each of the Hosted Software and Cloud Software shall have the meaning set forth, respectively, in Section V 1(a) of Exhibit C and Section V 1(a) of Exhibit C-1 to this Agreement.

1.3. "Cloud Service Provider" shall mean, at the option of Eagle, Eagle, an Eagle Affiliate or a third-party company offering a cloud-based platform, infrastructure, application, or storage services with whom Eagle contracts to host the Cloud Software. As of the Effective Date, the Cloud Service Provider is Microsoft Azure.

1.4. "Cloud Services" shall have the meaning assigned thereto in Section 3.3 of this Agreement.

1.5. "Cloud Software" shall mean the Software identified as such on Exhibit A to this Agreement.

1.6. "Cloud Software Subscription Fee" shall have the meaning set forth on Exhibit B to this Agreement.

1.7.   "Cloud Tenant" shall mean a logically segregated segment of the Vault Data Store to support the Licensee's data.

1.8.   "Confidential Information" shall mean, with respect to a party to this Agreement, the terms of this Agreement and all non-public business and financial information of such party (including, with respect to Eagle, the Software, Documentation and information regarding Eagle's practices and procedures related to the Services and, with respect to Licensee, Licensee Data) disclosed to the other party in connection with this Agreement. Eagle acknowledges that in accordance with chapter 119, Florida Statutes, for documents or other materials to be treated as confidential or as a trade secret, they must be marked as such.

1.9.   "Consumption Fees" shall have the meaning set forth in Exhibit B to this Agreement.

1.10.   "Continuation Services" shall have the meaning set forth in Section 10.4 of this Agreement.

1.11.   "Database" shall mean, with respect to the Hosted Software, a production database containing data owned or controlled by Licensee.

1.12.   "Disaster" shall mean Downtime (other than Scheduled Downtime) that lasts or at the time of occurrence is reasonably projected to last longer than one full business day.

1.13.   "Disaster Recovery Plan" shall mean Eagle's procedures for Disaster recovery as set forth in Exhibit D to this Agreement.

1.14.   "Documentation" shall mean the user manual and data dictionary for the Software, whether in printed or electronic form, and any revisions thereof, provided by Eagle to Licensee under this Agreement.

1.15.   "Downtime" shall mean the interruption or failed initiation of Licensee's access to the Software or the Host Equipment caused by (i) the operational failure of the Software or Host Equipment; (ii) hardware, software, or communications failures with respect to the Cloud Software; (iii) interruption of service at the Cloud Service Provider; or (iv) the Software, Cloud Service or Host Equipment being taken offline for Scheduled Downtime or emergency purposes.

1.16.   "Effective Date" shall have the meaning set forth in the introductory paragraph to this Agreement.

1.17.   "Error" shall mean any failure of the Software to function substantially in accordance with the Specifications.

1.18.   "Excess Downtime" shall mean (i) with respect to Hosted Software, Unscheduled Downtime that causes Eagle to fail to meet the Availability Service Level for the production environment of the Hosted Software; and (ii) with respect to Cloud Software, Unscheduled Downtime that causes Eagle to fail to meet the Availability Service Level.

1.19.   "Exclusions" shall mean (a) Licensee's misuse or abuse of the Software; (b) unauthorized modifications made to the Software by Licensee; (c) Licensee's failure to observe all operating, security, and data control procedures set forth in the Documentation; or (d) third-party software or hardware not recommended or approved by Eagle.

1.20.   "Extension Term" shall have the meaning set forth in Section 10.1 of this Agreement.

1.21. "Fees" shall mean the Hosted Software Subscription Fee, Cloud Software Subscription Fee, Variable Fee, if any, and Consumption Fees.

1.22. "Host Equipment" shall mean the servers, data storage devices, and related equipment selected by Eagle in its sole discretion on which the Hosted Software will be hosted, which Host Equipment shall be under the control of and at a location determined by Eagle.

1.23. "Hosted Software" shall mean the Software identified as such on Exhibit A to this Agreement.

1.24. "Hosted Software Subscription Fee" shall have the meaning set forth on Exhibit B to this Agreement.

1.25. "Hosting Services" shall mean the services described on Exhibit C to this Agreement provided by Eagle to Licensee with respect to the Hosted Software.

1.26. "Incident" with respect to Hosted Software shall have the meaning set forth in Section VI of Exhibit C to this Agreement, and with respect to Cloud Software shall have the meaning set forth in Section VI of Exhibit C-1 to this Agreement.

1.27. "Initial Term" shall have the meaning set forth in Section 10.1 of this Agreement.

1.28. "Licensee Data" shall have the meaning set forth in Section 2.6.

1.29. "Licensee Indemnitees" shall have the meaning set forth in Section 8.1 of this Agreement.

1.30. "Losses" shall mean, collectively, losses, costs, expenses, damages, liabilities and claims.

1.31. "Release" shall mean any enhanced or modified form of the Software, in object code form, that Eagle in its sole discretion elects to make available to its licensees, generally, after the Effective Date.

1.32. "Scheduled Downtime" shall mean the time during which Eagle intentionally takes the Host Equipment and/or Software offline for repairs, upgrades or routine maintenance or the Cloud Service Provider intentionally interrupts service for repairs, upgrades or routine maintenance, as applicable.

1.33. "Services" shall mean, collectively, the Hosting Services, the Cloud Services and the Software Support Services.

1.34. "Service Credit" shall have the meaning set forth in Section XIII of Exhibit C to this Agreement.

1.35. "SFTP" shall mean secure file transfer protocol.

1.36. "Software" shall mean, collectively, the Hosted Software and the Cloud Software, and any Releases and Error corrections made available for Licensee's use, together with the Documentation.

1.37. "Software Support Services" shall mean remote (as opposed to on-site) services and/or consultation provided by Eagle to assist in the maintenance and use of the Software, including assistance in the diagnosis of possible Errors and user errors, and directions or remedies to be employed until Errors are corrected. Software Support Services are more fully described in Exhibits C and C-1 to this Agreement, as applicable.

1.38. "Specifications" shall mean the description of the Software's functionality set forth in the Documentation (as may be amended by Eagle from time to time, provided however, that such amendment does not materially reduce the functionality of the Software).

1.39. "Subscription Fee" shall mean the fee designated as a subscription fees on Exhibit B to this Agreement.

1.40. "Subscription Fee Commencement Date" shall mean July 1, 2023.

1.41. "Term" shall mean, collectively, the Initial Term and any Extension Terms.

1.42. "Trademarks" shall mean all the trademarks used on the Software.

1.43. "Unscheduled Downtime" shall mean Downtime other than Scheduled Downtime.

1.44. "Variable Fee" shall have the meaning set forth on Exhibit B to this Agreement.

1.45. "Vault Data Store" shall mean a capability of Data Vault (listed as Cloud Software on Exhibit A to this Agreement) that enables the persistent and secure storage of licensee data.

2.   LICENSE GRANT; RESTRICTIONS; OWNERSHIP

2.1   Grant of Rights.

(a)   Subject to all the terms and conditions of this Agreement (including without limitation Licensee's payment obligations contained herein), Eagle hereby grants Licensee a worldwide, nonexclusive, nontransferable (except as provided in Section 12.1) license for the term of this Agreement, without the right to grant sublicenses, to access for remote use the Software, solely to (i) input, manipulate, and process data related to the financial holdings of Licensee or its customers in the Database or in the Vault Data Store, as applicable, (ii) create reports, and (iii) download such data for use in separate Licensee-maintained software systems residing on Licensee's equipment.

(b)   The license grant under this Section 2.1 shall inure to the benefit of Affiliates of Licensee; provided that Licensee shall ensure that each such Affiliate agrees to be bound by all applicable provisions of this Agreement, including without limitation this Section 2 and Sections 5.1 and 9 hereof. Notwithstanding the foregoing, Licensee shall be solely responsible for the acts and omissions of each such Affiliate to the same extent as though such acts and omissions were (and such acts and omissions shall be deemed to be) the acts and omissions of Licensee.

2.2   Copies. Licensee may make a reasonable number of copies of the Documentation for distribution to its employees, consultants, and agents. Licensee shall maintain records of all copies made of the Documentation and the disposition thereof and shall make such records available to Eagle upon request. Licensee shall not remove or modify any copyright, trademark or other proprietary notices of Eagle affixed to or contained within the Documentation. Licensee shall include all such copyright, trademark and other proprietary notices on any and all copies of the Documentation.

2.3   Restrictions. Licensee may use the Software only as expressly authorized under this Agreement. Without limiting the generality of the foregoing, and except as expressly permitted under this Agreement, Licensee shall not, and shall not permit others to: (a) modify, copy, or otherwise reproduce the Software in whole or in part; (b) reverse engineer, decompile, or disassemble the Software; or (c) disclose the Software to any third party, use the Software for service bureau or similar purposes, or otherwise transfer Licensee's right to use the Software to any third party.

2.4   Proprietary Rights.   Eagle, and where applicable its licensors, shall retain sole and exclusive ownership of all right, title, and interest in and to the Software, including all copyright and any other intellectual property rights, and the Trademarks. This Agreement conveys a limited right to use the Software and shall not be construed as conveying title to or any other rights in and to the Software and the Trademarks to Licensee. All rights in and to the Software and the Trademarks not expressly granted to Licensee are reserved by Eagle, specifically including templates, tools, reporting formats, analytics and aggregated data sets and data licensed by Eagle or any of its Affiliates from any third party, but which excludes Licensee Data.

2.5   Trademarks.

(a)   Licensee shall not use or apply for registration of any Trademarks, or any mark identical or similar to or capable of being confused with any Trademarks, as a trademark, corporate name, business name, domain name or internet keyword in any part of the world.

(b)   Licensee shall not interfere with in any manner or attempt to prohibit the use or registration of any Trademarks by Eagle or any other licensees of Eagle in any part of the world.

2.6   Licensee's Data. As between Eagle and Licensee, Licensee shall have sole and exclusive ownership of all right, title, and interest in and to all data it provides or that is provided on its behalf for use in the Database or Vault Data Store, as applicable (collectively, "Licensee Data"), and Licensee shall be solely responsible for such data. Licensee hereby grants to Eagle the non-exclusive right during the term of this Agreement to access its data as is necessary for the performance of this Agreement. Licensee authorizes Eagle and/or its Affiliates to collect Licensee Data identified by Licensee to Eagle by accessing such information from the records of any Eagle Affiliate and/or obtaining Licensee Data from sources specified by Licensee from time to time. Licensee authorizes Eagle and/or its Affiliates to use and provide Licensee Data to third parties identified by Licensee as necessary to provide the product and the output from Licensee's use of the Software to Licensee. Eagle will not under any circumstances be responsible for the content of or timeliness of receipt by Eagle of data provided by Licensee or by any third-party data providers. Eagle's sole obligation with respect to such third-party data will be to permit such data to be delivered to the Database or Vault Data Store, whichever is applicable.

Licensee will have access to download Licensee Data at any time. Eagle will not sell, assign, lease, or otherwise transfer any Licensee Data to third parties, or commercially exploit Licensee Data, except as authorized by the SBA. Eagle will not possess or assert any lien or other right against or to any Licensee Data in any circumstances.

3.   SOFTWARE INSTALLATION; HOSTING SERVICES; SUPPORT

3.1   Software Installation. Eagle will install the Hosted Software on the Host Equipment and will cause Cloud Software to be installed on the Cloud Service Provider's platform.

3.2   Hosting Services/Hosted Software. With respect to the Hosted Software, Eagle will provide Hosting Services and service levels as set forth in Exhibit C to this Agreement.

3.3   Cloud Services. With respect to Cloud Software, Eagle will provide Cloud Services and service levels as set forth in Exhibit C-1 to this Agreement.

3.4   Software Support Services. Eagle will provide Software Support Services as set forth in Section VI of Exhibit C or Section V of Exhibit C-1 to this Agreement, whichever is applicable. Software Support Services do not cover Errors caused by an Exclusion.

3.5   New Releases. Eagle intends to regularly develop modifications and enhancements to the Software to improve its functionality and usefulness, to respond to the comments of licensees, and to respond to developments in the marketplace. Such modifications and enhancements are incorporated into new Releases at no additional charge. Notwithstanding the foregoing, major separate components beyond those listed in Exhibit A to this Agreement will not constitute Releases and Eagle may charge an additional subscription fee for any such major separate component that Licensee elects to license.

3.6   Cooperation of Licensee. Licensee will provide, or cause its employees, agents, or other service providers to provide, in a timely and accurate manner and format, all data, documents, and other information necessary or appropriate for Eagle to provide the services specified in this Agreement. Eagle will have no obligation to test or otherwise verify the accuracy or completeness of any such data, documents, or other information provided by Licensee and Eagle will not be responsible for any errors or omissions contained therein. Notwithstanding any other provision of this Agreement, Eagle shall be fully protected in relying upon the accuracy and/or veracity of all information supplied by Licensee and shall have no responsibility or liability for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate or untimely information or data or information or data provided in an unacceptable manner, format or media from Licensee.

4.   FEES AND EXPENSES

4.1   Fees. As consideration for the Software licenses, Hosting Services, and Software Support Services for the Software provided hereunder, Licensee agrees to pay Eagle the Fees (as defined in Section 1.21 and set forth in Exhibit B to this Agreement in accordance with the payment terms described therein.

4.2   Travel Expenses. Licensee will reimburse Eagle for its reasonable, documented, out-of-pocket travel expenses (i.e., transportation, lodging, meals, etc.) incurred by Eagle in connection with this Agreement in accordance with SBA policy 10-052 and Florida Statutes (as referenced in the policy).

4.3   Other Expenses. Subject to Licensee's prior approval thereof (such approval not to be unreasonably withheld or delayed by Licensee), Licensee will be responsible for all reasonable, documented out-of-pocket expenses incurred by Eagle in the performance of the Services or in connection with Licensee's use of the Software and Host Equipment.

4.4   Taxes. The Fees shall be exclusive of, and Licensee shall be responsible for and shall pay, all applicable sales, use, excise, consumption, value added and other taxes, if any, however designated or levied, that are based upon or charged in connection with this Agreement ("Taxes") to the extent permitted under Florida law; provided, however, that Taxes shall exclude taxes on Eagle's income. To the extent that Eagle is required to collect and remit such Taxes in jurisdictions in which Licensee conducts business, Eagle's invoices hereunder shall separately state the Fees and other charges that are subject to taxation and the amount of such Taxes. Any amounts payable hereunder shall be paid free and clear of all deductions, withholdings or taxes whatsoever, except as otherwise expressly required by law. If any deductions, withholdings or taxes are required by law to be made from any of the sums payable, Licensee shall be obligated to pay to Eagle such sum as will, after the deduction, withholding or tax has been made, leave Eagle with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction, withholding or tax. Notwithstanding the foregoing, Eagle recognizes Licensee is a tax-exempt organization.

4.3   Terms of Payment. Except for any payment due upon execution of this Agreement as set forth in Exhibit B, all invoices submitted by Eagle shall be payable by Licensee thirty (30) days after Licensee's receipt of such invoice. If any amounts payable by Licensee are not paid when due, Eagle may charge a finance charge in the amount of one and one-half percent (1.5%) per month on the overdue amount

from the due date until the date of payment, plus Eagle's reasonable costs of collection, including without limitation reasonable attorneys' fees. No such fees may be charged on any overdue amounts that are subject to a bona-fide dispute, unless such dispute is resolved in favor of Eagle.

5.   CONFIDENTIAL INFORMATION

5.1   Confidentiality Obligations.   Each party to this Agreement agrees to use the Confidential Information of the other party solely to accomplish the purposes of this Agreement and, except in connection with such purposes or as otherwise permitted herein, not to disclose such information to any other person without the prior written consent of the other party. Notwithstanding the foregoing, Eagle may: (a) use, disclose and store Licensee's Confidential Information in connection with certain functions performed on a centralized basis by The Bank of New York Mellon Corporation and its Affiliates (collectively, "BNY Mellon") and BNY Mellon's joint ventures and service providers (including audit, accounting, risk, legal, compliance, regulatory reporting, sales, administration, product communication, relationship management, compilation and analysis of customer-related data and storage); (b) disclose such information to its Affiliates and to its and their service providers who are subject to confidentiality obligations and (c) store the names and business contact information of Licensee's employees and representatives relating to this Agreement on the systems or in the records of its Affiliates and its and their service providers. In addition, Eagle may aggregate information regarding Licensee (excluding Licensee Data) on an anonymized basis with other similar client data for BNY Mellon's and its Affiliates' reporting, research and product development and distribution purposes.

5.2   Exceptions.   The parties' respective obligations under Section 5.1 above will not apply to any such information: (a) that is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the receiving party; (b) that was known to the receiving party as of the time of its disclosure and was not otherwise subject to confidentiality obligations; (c) that is independently developed by the receiving party without reference to such information; (d) that is subsequently learned from a third party not known to be under a confidentiality obligation to the disclosing party or (e) that is required to be disclosed pursuant to applicable law, rule, regulation, requirement of any law enforcement agency, court order or other legal process or at the request of a regulatory authority. In the event Confidential Information is required to be disclosed by any applicable federal or state law, and to the extent permitted by such requirement, each party will give the other party prompt written notice and shall use all reasonable efforts, in good faith, to provide the other party the opportunity to quash or abate such legal process or seek a protective order.

5.3   Limitation.   Notwithstanding the Sections 5.1 and 5.2 above, with respect to the confidentiality obligations set forth in this Agreement, the parties acknowledge Licensee is governed by chapter 119, Florida Statutes.

5.4   Injunctive Relief.   The receiving party recognizes and acknowledges that any use or disclosure of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing party irreparable damage for which remedies at law may be inadequate, and the receiving party agrees that in any request to a court of competent jurisdiction by the disclosing party for injunctive or other equitable relief seeking to restrain such use or disclosure, the receiving party will not maintain that such remedy is not appropriate under the circumstances.

6.   LICENSEE'S REPRESENTATIONS AND WARRANTIES

6.1   Warranty of Authority.   Licensee represents and warrants that it has full power and authority to enter into this Agreement, and that this Agreement has been duly authorized, executed, and delivered by Licensee and constitutes a valid, binding, and legally enforceable agreement of Licensee.

6.2   Third Party Consents. Licensee represents and warrants that it has, or will obtain, licenses for all data feeds into and out of the Software for data provided by or on behalf of Licensee as may be required for Licensee's and/or its Affiliate's use of the Software and for Eagle to perform its obligations under this Agreement with respect to such data.

7.   EAGLE'S REPRESENTATIONS AND WARRANTIES

7.1   Warranty of Authority. Eagle represents and warrants that it has full power and authority to enter into this Agreement, that it has the right and authority to grant to Licensee the rights and licenses set forth herein, and that this Agreement has been duly authorized, executed, and delivered by Eagle and constitutes a valid, binding, and legally enforceable agreement of Eagle.

7.2   Software Warranty. Eagle warrants that the Software will, under normal use, function substantially in accordance with the Specifications. Licensee will notify Eagle of any breaches of the foregoing warranty, giving a complete description of the Error, which notice will be in writing if requested by Eagle. Upon receipt of such notice, Licensee's exclusive remedy and Eagle's sole obligation under such warranty will be to correct such Error in accordance with the procedures set forth in Section VI of Exhibit C or Section VI of Exhibit C-1 to this Agreement, whichever is applicable.

7.3   Viruses. To the best of Eagle's knowledge (after implementing industry standard anti-virus software), the Software will be free from all computer viruses and worms. In addition, Eagle warrants that the Software will be free from time-outs, time bombs, back doors, disabling devices and other harmful or malicious code that removes or disables access to the Software.

7.4   Exclusions. The warranty in Section 7.2 above shall not apply to the extent Errors are caused by any Exclusion. If Eagle determines an Error has been caused by an Exclusion, Eagle shall conduct an investigation with respect thereto and make a determination as to the root cause thereof. If the Error was not caused by an Exclusion, Eagle will continue to provide Software Support Services, as applicable, and resolve the error at its own expense. If the Error was caused by an Exclusion, Eagle will promptly notify Licensee and Licensee will have the right to determine the extent, if any, to which Eagle continues to provide services or , expenses relating to such Exclusion. If Eagle renders services or incurs expenses attributable to an Exclusion (prior to and/or following such determination), Licensee shall reimburse Eagle for such expenses and compensate Eagle for such services at Eagle's published consulting rates in effect at the time of the Exclusion.

7.5   GENERAL DISCLAIMER. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES MADE BY EAGLE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, EAGLE EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE QUALITY OR CONTINUITY OF THIRD-PARTY TELECOMMUNICATIONS SERVICES, SERVER CONNECTION SPEEDS, OR THE FUNCTIONALITY, OPERABILITY, OR RELIABILITY OF ANY THIRD PARTY'S SECURITY FEATURES OR SYSTEMS.

8.   INDEMNIFICATION OBLIGATIONS

8.1   Eagle's Duty to Indemnify Infringement Claims. Eagle will indemnify, defend and hold harmless Licensee and its officers, directors, employees, and agents (the "Licensee Indemnitees"), from

and against all Losses, including reasonable counsel fees and expenses, arising out of third-party claims alleging that the Licensee Indemnitees' use of the Software as authorized hereunder infringes or violates any patent (excluding third party business method patents), copyright, or trade secret right of any third party, provided that:

      (a)   Eagle is notified in writing promptly after any Licensee Indemnitee receives notice of such a claim (provided that any delay in giving such notice shall not affect Eagle's obligations hereunder unless Eagle has been materially prejudiced by such delay);

      (b)   Eagle is allowed to exercise sole control over the defense of the claim and all related settlement negotiations (provided, however, that Licensee shall have the right to participate in the defense at its own expense); and

      (c)   the Licensee Indemnitees provide to Eagle, at Eagle's expense, all reasonably necessary assistance, information, and authority to perform the above.

The foregoing notwithstanding, Eagle shall not be obligated to indemnify the Licensee Indemnitees (a) if Licensee is in material breach of this Agreement when a claim is made or while the claim is pending, (b) if the claim is based on the use of the Software in combination with software or hardware not supplied by Eagle where the use of the Software alone would not be infringing, or (c) to the extent the claim results from an unauthorized modification to the Software, by or on behalf of Licensee.

      8.2   Eagle's Rights in the Event of Infringement Claims. In the event that any claim of infringement under Section 8.1 above is, or in Eagle's judgment is likely to be, substantiated, Eagle will use commercially reasonable efforts to achieve either of the following remedies, at its option and expense:

      (a)   obtain the right for Licensee to continue using the Software upon commercially reasonable terms; or

      (b)   modify the Software to avoid such infringement without materially impairing its functionality.

If Eagle is unable to achieve either of the foregoing remedies under Section 8.2(a) or 8.2(b), or if such remedies are not reasonably feasible, Eagle will have the right to terminate this Agreement. If Eagle elects to terminate this Agreement in accordance with the immediately preceding sentence, Licensee shall not be required to pay any further Subscription Fees for any period following the date of such termination and (i) if such termination occurs prior to the third (3rd) anniversary of the Effective Date, Licensee will be entitled to a full refund of all Subscription Fees paid to date; (ii) if such termination occurs between the third (3rd) anniversary of the Effective Date and the fourth (4th) anniversary of the Effective Date, Licensee will be entitled to a refund of fifty percent (50%) of all Subscription Fees paid to date; (iii) if such termination occurs between the fourth (4th) anniversary of the Effective Date and the fifth (5th) anniversary of the Effective Date, Licensee will be entitled to a refund of twenty-five percent (25%) of the Subscription Fees paid to date and (iv) if such termination occurs after the fifth (5th) anniversary of the Effective Date, Licensee will not be entitled to any refund of Subscription Fees paid to date. Sections 8.1 and 8.2 herein set forth Eagle's entire liability for claims for intellectual property infringement.

      8.3   Licensee's Express Obligations. Licensee will be solely responsible and liable for all Losses arising from or related to (i) Licensee's or an Affiliate's use or modification of the Software or (ii) Licensee's data or any other data provided by third party vendors contracted for by Licensee that is used in connection with the Software.

9. LIMITATION OF LIABILITY

9.1   LIMITATION OF LIABILITY.   TO THE EXTENT THAT A PARTY WOULD OTHERWISE BE LIABLE HEREUNDER, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SUCH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, EXCEED, DURING THE TERM, AN AGGREGATE AMOUNT EQUAL TO THE SUBSCRIPTION FEES PAID TO EAGLE FOR THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED; PROVIDED, HOWEVER, THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, SUCH TOTAL AGGREGATE LIABILITY SHALL BE TWELVE (12) TIMES THE RESULT OBTAINED BY DIVIDING (X) THE TOTAL SUBSCRIPTION FEES PAID TO EAGLE FROM THE EFFECTIVE DATE THROUGH THE DATE ON WHICH SUCH EVENT OCCURRED BY (Y) THE NUMBER OF MONTHS FROM THE EFFECTIVE DATE THROUGH SUCH DATE (SUCH AMOUNT BEING REFERRED TO AS THE "DAMAGES CAP"), PROVIDED THAT SUCH LIMIT SHALL NOT APPLY TO (I) FEES AND EXPENSES PROPERLY DUE TO EAGLE HEREUNDER OR (II) ANY INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8.1 AND 8.3 HEREOF. THE LIMITATION OF LIABILITY PROVISIONS IN SECTION 9 APPLY TO THE FULLEST EXTENT ALLOWABLE AND ENFORCEABLE UNDER FLORIDA LAW.

9.2   DATA. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, EAGLE SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY DATA IN THE DATABASE OR OTHER DATA PROVIDED BY LICENSEE, PROVIDED THAT EAGLE FULFILLS ITS OBLIGATIONS WITH RESPECT TO CREATING AND STORING BACK-UPS THEREOF IN ACCORDANCE WITH EXHIBITs C and C-1, IMPLEMENTING REASONABLE SECURITY MEASURES IN ACCORDANCE WITH EXHIBITs C and C-1, AND FOLLOWING THE DISASTER RECOVERY PLAN IN ACCORDANCE WITH EXHIBITS C, C-1, E AND E-1.

9.3   NO CONSEQUENTIAL DAMAGES.   NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE HEREIN, EXCEPT WITH RESPECT TO (I) ANY SUCH DAMAGES ARISING FROM INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTIONS 8.1 AND 8.3 HEREOF AND (II) SUCH DAMAGES TO THE EXTENT ARISING OUT OF A SECURITY INCIDENT AS DESCRIBED IN EXHBIT F (BUT SUBJECT TO THE LIMITATION SET FORTH IN THE LAST SENTENCE OF THIS SECTION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR PUNITIVE DAMAGES, EVEN IF IT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SUCH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS FOR THE DAMAGES DESCRIBED IN CLAUSE (II) OF THE FIRST SENTENCE OF THIS SECTION, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, EXCEED, DURING THE TERM, AN AGGREGATE AMOUNT EQUAL TO THE DAMAGES CAP.

10. TERM AND TERMINATION

10.1   Term.   The initial term of this Agreement will commence on the Subscription Fee Commencement Date and, unless terminated as provided below, continue in effect for an initial term of five

(5) years (the "Initial Term"). The Term of this Agreement will thereafter be extended for additional periods of one (1) year each (each an "Extension Term") without further action by either Eagle or Licensee, unless either party provides written notice to the other of its intent not to extend at least ninety (90) days prior to the expiration of the Initial Term or any Extension Term.

10.2   Termination.

(a)   Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after the breaching party's receipt of written notice thereof from the non-breaching party.

(b)   Eagle may terminate this Agreement if Licensee (i) files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law that is either consented to by Licensee or is not dismissed within sixty (60) days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course.

10.3   Effect of Termination. Upon termination of this Agreement:

(a)   Licensee shall immediately return to Eagle the Documentation and any copies thereof in its possession or under its control, unless otherwise required by Florida law (including Florida's record retention laws and rules). Licensee shall not be entitled to a refund, in whole or in part, of any amounts paid hereunder.

(b)   Each party shall return all of the other party's Confidential Information, if any, to such party (or, unless prohibited by law, destroy such Confidential Information, at the disclosing party's option).

(c)   Within ten (10) business days after the date of termination of this Agreement, whether under the provisions of this Section 10 or otherwise, the Licensee shall download or print all of its data from the Host Equipment and Cloud Software, as applicable. Following such ten (10) business day period, Eagle shall delete all Licensee files and directories from the Host Equipment and Cloud Software. Upon Licensee's request and at Eagle's then prevailing rates, Eagle will download Licensee's data for transfer to Licensee or provide such other assistance as Licensee may request and Eagle agrees to provide. Notwithstanding the foregoing, Eagle may, in accordance with applicable legal, disaster recovery and professional requirements, store copies of SBA Data in an archival format which may not be immediately returned or destroyed but which would remain subject to the confidentiality obligations set forth in the Agreement.

(d)   Each party shall certify in writing to the other party its compliance with the foregoing Sections 10.3(a) and 10.3(b), and, upon request by a party, 10.3(c), as applicable.

(e)   Sections 2.4, 2.5, 4 (to the extent of any unpaid obligations), 5, 7.5, 8, 9, 10.2, 10.3, 10.4, 11 and 12 shall survive any termination of this Agreement.

10.4   Continuation Services. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement for any reason other than non-payment by Licensee of undisputed fees, at the request of Licensee in writing, Eagle will continue to provide Licensee with access to the Software under the terms and conditions of this Agreement until such time as Licensee provides at least thirty (30) days prior written notice to Eagle to discontinue providing Licensee with access to the Software (the "Continuation Services"), provided that Eagle shall not be required to provide the Continuation Services

for a period in excess of six (6) months. The provisions of this Agreement will remain in effect for the entire period during which Eagle provides the Continuation Services and will apply to all Continuation Services provided by Eagle during such period. In addition, if requested by Licensee in writing anytime during the provision of the Continuation Services, Eagle shall provide transition assistance to Licensee, or a third party designated by Licensee, at Licensee's expense at Eagle's hourly rates then in effect, to assist Licensee with the transition to software provided by a third party of Licensee's choosing; provided, however, that if Eagle has exercised its right to terminate this Agreement for cause, Eagle shall have no obligation to provide such assistance until all due and payable amounts have been paid in full and Licensee has paid Eagle, in advance, a commercially reasonable estimate of the charges applicable to such assistance.

11.   DISPUTE RESOLUTION PROCEDURES

11.1   Initial Negotiation. The parties agree that they will attempt in good faith to promptly resolve any controversy, claim, or dispute between the parties relating to this Agreement ("Dispute") by negotiations. Any Dispute that is not settled by the parties within fifteen (15) days after notice of such Dispute is given by one party to the other in writing (the "Initial Negotiation Period," which period may be extended by mutual agreement) shall be referred to a senior executive of each of Eagle and Licensee who is authorized to settle such Disputes on behalf of his or her respective company ("Senior Executives"). The Senior Executives will meet for negotiations within fifteen (15) days after expiration of the Initial Negotiation Period at a time and place mutually acceptable to both Senior Executives. If the Dispute has not been resolved within thirty (30) days after the end of the Initial Negotiation Period, then either party may immediately bring an action before a court of competent jurisdiction.

11.2   Equitable Relief. Notwithstanding the foregoing, nothing contained in this Section 11 shall be construed to limit or preclude a party from bringing an action in any court of competent jurisdiction at any time in order to (a) obtain specific performance, an injunction, or other equitable relief, (b) avoid the expiration of any applicable limitations period, or (c) preserve a superior position with respect to other creditors.

12.   GENERAL

12.1   Assignment. This Agreement shall not be assignable by either party without the other party's written consent (not to be unreasonably withheld or delayed); provided however, that, notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to (i) any entity controlling, controlled by or under common control with such party, (ii) any entity with or into which such party is merged or consolidated or (iii) any entity that acquires all or substantially all of such party's stock or assets, provided that in each such case the successor entity agrees in writing to assume the assignor's obligations hereunder. Any assignment in violation of this Agreement shall be void.

12.2   Notices. All notices given pursuant to this Agreement shall be in writing sent by certified or registered mail (return receipt requested) or by an internationally recognized commercial express courier (with tracking capabilities) and shall be deemed effective upon receipt. All such notices shall be sent to the following addresses (which may be changed by notice given in accordance with this Section 12.2):

If to Licensee:

State Board of Administration of Florida
1801 Hermitage Blvd., Tallahassee, FL 32308
Attn: Nancy Sampson, Senior Information Technology Officer
Email: Nancy.Sampson@sbafla.com

If to Eagle:

> Eagle Investment Systems LLC
> 65 LaSalle Road, Suite 305
> West Hartford, CT 06107
> Attn: Maxine Kisilinsky
> Email: Maxine.kisilinsky@bnymellon.com

With copy to:

> Office of the General Counsel
> The Bank of New York Mellon
> 240 Greenwich St.
> New York, NY 10286

12.3 <u>Independent Contractor Status.</u> The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship between them.

12.4 <u>Advertising and Promotion: Press Release.</u>

(a) Neither party shall use the other party's name or publish any information relating to the other party in its literature, advertising, or other promotions without the written consent of the other party, except that Eagle may identify Licensee as a client in client lists, provided that (i) Licensee's name is no more prominent than any other client on such list(s) and (ii) Eagle will obtain prior approval of the publication of such list, which approval will not be unreasonably withheld or delayed; and (iii) Eagle shall immediately remove such identification from such list(s) upon the written request of Licensee, which request may be made by Licensee at any time in its sole and absolute discretion.

(b) Notwithstanding the foregoing, Eagle shall have the right to issue a press release within sixty (60) days of execution of this Agreement (announcing Licensee's selection of Eagle), the content of which shall be subject to the prior approval of Licensee.

12.5 <u>Severability.</u> If any provision of this Agreement is declared void, illegal, or unenforceable, the remainder of this Agreement will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their commercially reasonable efforts to replace the invalid or unenforceable provision by a provision that achieves the purpose originally intended.

12.6 <u>Waivers.</u> No waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by the waiving party. Any failure by either party to enforce any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

12.7 <u>Force Majeure.</u> Eagle will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused, directly or indirectly, by natural disasters, fire, acts of God, strikes or other labor disputes, work stoppages, acts of war or terrorism, general civil unrest, actual or threatened epidemics, disease, act of any government, governmental authority or police or military authority, declared or threatened state of emergency, legal constraint, the interruption, loss or malfunction of utilities or transportation, communications or computer systems, or any other similar events beyond its reasonable control. Eagle will use commercially reasonable efforts to minimize the effect of any such events.

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12.8   Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. The parties hereby consent to the jurisdiction of a court situated in Leon County in the State of Florida in connection with any dispute arising hereunder.

12.9   Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the parties and supersedes all previous discussions, representations, and understandings related to the subject matter of this Agreement and cannot be altered except in a writing signed by both parties.

12.10   Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

12.11   Agreement Transparency. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational Agreements on its website, and this Agreement will be one of the agreements posted. Eagle 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, Eagle may provide a redacted version of the agreement for these purposes.

12.12   Fraud Hotline. The SBA maintains a fraud hotline at (888) 876-7548 to encourage individuals to report suspected SBA-related fraud, theft, or financial misconduct on an anonymous basis. Within 30 days following the effective date of this Agreement, Eagle agrees to communicate this hotline information to those of its employees that are responsible for providing services under this contract. Eagle also agrees to re-communicate this hotline information at the request of the SBA.

12.13   Subcontractor/Agents. Eagle shall be responsible and accountable for the acts or omissions of Eagle representatives to the same extent it is responsible and accountable for its own actions or omissions under this Agreement. Eagle agrees to impose the requirements of this Agreement on all Eagle representatives, which includes Eagle's officers, directors, employees, agents, contractors, subcontractors and consultants, including Affiliates thereof assisting in the performance of the Agreement.

12.14   Right to Review. During the term of the Agreement and for a period of one (1) year after the expiration or termination of the Agreement, Licensee shall have the right to have any person or entity designated by Licensee, including an independent public accountant or auditor and/or any federal or state auditor, to inspect and/or review, any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement (the "Records"). Such right must be exercised upon no less than ten (10) business days' prior written notice by Licensee to Eagle, Eagle agrees to permit reasonable access to the Records during Eagle's normal business hours. For the avoidance of doubt, the scope of any inspection or review under this Right to Review section may include, without limitation, Eagle's compliance with the terms of the Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation, and/or the source and application of Licensee's funds.

Eagle shall use commercially reasonable efforts to cooperate with Licensee and any person or entity designated by Licensee in connection with any inspection or review under this Right to Review Section including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available at and for reasonable times to assist and to respond to reasonable inquiries and requests of Licensee and/or its designees. Eagle shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to Eagle by Licensee and/or its designees, and Eagle shall provide a copy of all such responses to Licensee. Eagle acknowledges

and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of Licensee.

12.15 <u>Public Records.</u> Notwithstanding any provision in this agreement between the parties, Eagle 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 this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, Eagle shall comply with Chapter 119, Florida Statutes. In particular, Eagle shall:

    a. Keep and maintain public records required by the SBA in order to perform the services under the Agreement;

    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 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 Agreement and following completion of the Agreement if Eagle does not transfer the records to the SBA; and

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

IF EAGLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EAGLE'S DUTY 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, FL 32317-3300
(850) 488-4406
SBAAGREEMENTS_DL@SBAFLA.COM

12.16 <u>E-VERIFY.</u> 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 SBA is subject to and Eagle agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

12.17   Compliance. Eagle represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Agreement continue to be compliant with, all laws, regulations and industry standards applicable to Eagle (including, without limitation, all laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy applicable to Eagle and otherwise applicable to Eagle in the performance of its obligations under this Agreement).

12.18   One Agreement. The license and maintenance rights and obligations set forth in the license agreement between the parties, dated as of November 14, 2002 (as the same may have been amended from time to time), and numbered 002-99, (the "Original License Agreement") shall remain in effect with respect to the software that SBA is currently using under the Original License Agreement (the "Existing Software") until such time as the Existing Software is migrated to the hosting platform. On the date that Eagle begins providing the Hosting Services for the Existing Software in a production environment, the Original License Agreement will terminate and the license of the Existing Software will be governed by this Agreement. Notwithstanding the foregoing, effective as of the Effective Date, the obligations to pay Software License Fees and/or Maintenance Fees under the Original License Agreement shall be superseded by the payment obligations set forth in this Agreement.

12.19   Training. In consideration for the compensation payable to Eagle, the services provided may include educational seminars or events on topics relevant to the strategies and products provided to the SBA (the "Training"). If provided, the specific characteristics of such Training shall be mutually agreed from time to time by the SBA and Eagle, including reimbursement by the SBA of any out-of-pocket expenses (e.g., travel expenses) incurred by Eagle; provided, however, that the SBA will reimburse Eagle for such travel expenses only when authorized in advance by the Executive Director & Chief Information Officer (or his or her designee) as provided in section 112.061, Florida Statutes, as amended from time to time and the administrative rules promulgated thereunder. The SBA shall provide Eagle with a summary of per diem rates and other travel-related requirements to assist the Eagle in abiding with such requirements.

12.20   Sovereign Immunity. 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.

The parties have caused this Agreement to be executed by their respective duly authorized representatives as of the latest date set forth below.

EXHIBIT A

SOFTWARE

The Software covered under this Agreement is listed below, the details of which can be found in the Documentation.

Hosted Software

Eagle PACE™

Eagle STAR®

Performance Measurement and Attribution

Eagle Message Center

Eagle Recon Center

RDC (Reference Data Center)

Control Center

Cloud Software

Data Vault, which includes Data Studio

DIS Interfaces/Data Integrations

The Hosted Software includes the following data integration services packaged interfaces ("DIS Interfaces") from the Eagle DIS Interface library, which are owned and maintained by Eagle, each as defined in the interface specification document:

- Bloomberg AIM
- Charles River
- Blackrock Aladdin

The Cloud Software includes the following standard data integrations ("Standard Data Integrations"):

- Eagle Access (i.e., Hosted Software)
- Standard BNY Mellon Custody
- Standard BNY Mellon Performance & Risk Analytics

- ✓ Eagle owns and is responsible for maintaining DIS Interfaces and the Standard Data Integrations.
- ✓ Licensee owns or has the rights to its data and is responsible for licensing with data providers and other third party vendors directly, as per Section 6.2 of this Agreement.

✓ Any buildout beyond what is defined in the applicable specification document will be performed on a time and materials basis.

Licensee may request additional DIS Interfaces or Data Integrations, which may be subject to additional fees.

EXHIBIT B

FEES

The Fees shall be composed of the Hosted Software Subscription Fee, the Cloud Software Subscription Fee, and the Consumption Fee, as follows:

"Hosted Software Subscription Fee" is as follows:

The Hosted Software Subscription Fee (payable quarterly in advance):

$190,125 on the Subscription Fee Commencement Date and on the first day of each of the next three (3) quarters;

$168,750 on the first day of each of the next four (4) quarters;

$168,750 on the first day of each of the next four (4) quarters;

$168,750 on the first day of each of the next four (4) quarters; and

$175,000 on the first day of each of the next four (4) quarters.

"Cloud Software Subscription Fee" is as follows:

The Cloud Software Subscription Fee (payable quarterly in advance):

$0 on the Subscription Fee Commencement Date and on the first day of each of the next three (3) quarters;

$162,500 on the first day of each of the next four (4) quarters;

$181,250 on the first day of each of the next four (4) quarters; and

$200,000 on the first day of each of the next eight (8) quarters.

Together, the Hosted Software Subscription Fee and the Cloud Software Subscription Fee shall comprise the "Base Fee."

Fees for Extension Terms, if any

For each Extension Term, if any, both the Hosted Software Subscription Fee and the Cloud Software Subscription Fee (in each case, as adjusted as provided herein for the preceding Extension Term, if extended) will be increased by a percentage that is consistent with percentage increases charged by Eagle to other similarly situated customers generally, but in no event shall the Hosted Software Subscription Fee or the Cloud Software Subscription Fee for any Extension Term be increased by more than four percent (4%) of the preceding year's Hosted Software Subscription Fee or Cloud Software Subscription Fee, as applicable. The Hosted Software Base Fee and Cloud Software Subscription Fee for each Extension Term will be payable, in advance, on the first day of each quarter, with the first such payment being due and payable on the applicable anniversary of the Hosted Software Subscription Fee Commencement Date.

Consumption Fees:

"Consumption Fees" are, collectively, the cloud consumption expenses incurred by Eagle on behalf of Licensee with respect to Cloud Software, including but not limited to, expenses for cloud storage, activity and egress. Eagle will invoice Licensee quarterly in arrears for Consumption Fees. The Cloud Software is being enhanced to provide clients with self-service tools, such as alerting and usage forecasting, which will allow clients to monitor their usage.

Notwithstanding the foregoing, Eagle hereby waives payment by Licensee of Consumption Fees through December 31, 2024. The first invoice will be issued with respect to the partial quarter beginning on January 1, 2025, and ending on the final day of the then-current billing cycle (as aligned to the billing cycle for the Fees). Thereafter, invoices for Consumption Fees will be issued quarterly in arrears after the end of each billing cycle (as aligned to the billing cycle for the Fees).

Eagle hereby agrees to work with Licensee prior to December 31, 2024, to estimate, based upon anticipated usage by Licensee, the Consumption Fees that will be payable starting January 1, 2025.

EXHIBIT C

HOSTED SOFTWARE

CORE HOSTING SERVICES AND SERVICE LEVELS

This Exhibit C applies to Hosted Software (Eagle Access) only.

Eagle will provide the following core hosting services upon and subject to the terms specifically set forth in this Agreement: (i) installation, basic monitoring and upgrading of the Hosted Software; (ii) acquisition and maintenance of the Host Equipment; (iii) management of operating systems and database applications for non-production, production and disaster recovery environments (iv) maintenance and periodic testing of disaster recovery facilities; (v) management of network connectivity and security; (vi) service availability status reporting; and (vii) client relationship management. These core services will describe the basic deployment, configuration, and service delivery items that are the initial foundation for all hosted client systems. Expanded service items available to Licensee for additional fees can be found in the *Premium Services Addendum* - Exhibit E.

For the avoidance of doubt, the Services provided under this Agreement will not include data validation services generally referred to in the industry as "operational services", such as (but not limited to) transaction entry and reconciliation, account holdings reconciliation, pricing validation, performance return verification, security master file setup, and account setup. Additionally, for the avoidance of doubt, "upgrading of the software" will not include client custom testing, workflows testing, and integration verification.

I. HOST EQUIPMENT

1.   Selection and Configuration of Host Equipment. The Hosted Software will be hosted on the Host Equipment. Eagle shall purchase, select and configure Host Equipment for three environments: (1) test, (2) development, (3) production and (4) disaster recovery. Subject to payment by Licensee of a reasonable fee to be mutually agreed upon by Licensee and Eagle, Eagle will configure additional environments and/or dedicated regions (see the *Premium Services Addendum – Exhibit E*) as reasonably requested by Licensee. The Host Equipment may not be dedicated exclusively to the Licensee, as Eagle reserves the right to have the Host Equipment used in conjunction with other applications and with other licensees. Licensee's use of the Host Equipment is limited to use in connection with the Hosted Software.

2.   Host Equipment Maintenance. Eagle will provide technical support for the Host Equipment. Such technical support consists of general maintenance of the Host Equipment, the Host Equipment environment, access and change control, security and system management. Eagle shall maintain the Host Equipment in good operating condition, including performance of routine diagnostic and other preventative maintenance, and preventing, monitoring and remediation of system conflicts, consistent with manufacturer recommendations. Eagle shall purchase and administer, at its sole expense, maintenance and support plans for the production Host Equipment (both hardware and software) from the manufacturer and/or appropriate and qualified service providers. Any problems with the Host Equipment shall be escalated and resolved by Eagle in accordance with the procedures set forth in Section VI below.

II. LICENSEE'S INBOUND AND OUTBOUND DATA

1.   Data Feeds and Interfaces. Eagle will provide a separate secure data transmission ("SDT") site or equivalent, as agreed by the parties, to the Licensee for each subscribed environment to help facilitate the transmission of data to or from Licensee's third party data providers if (i) Licensee is authorized to receive or provide such data, , including security pricing and related data, and (ii) Eagle has software and network facilities to receive or provide such data properly on behalf of Licensee. Eagle has the right to refuse such

data if it may contain viruses, adversely affect the performance of the Hosted Software or the Hosting Services, or adversely affect other users of the Hosting Services. Eagle shall maintain support for and connectivity of the SDT on the Licensee's behalf and with all additional interfaces developed by Eagle at the request of the Licensee pursuant to a separate independent professional services agreement between Licensee and Eagle, if any. In addition, Eagle will assist Licensee in maintaining support for and connectivity with interfaces developed by or on behalf of Licensee of Eagle (provided that Licensee supplies the necessary documentation with respect to such interface, including providing all information and cooperation reasonably requested in connection therewith). Eagle shall not be responsible for maintaining support for or connectivity with any data transmission if the vendor providing such data transmission fails to provide any necessary access to or documentation relating to such data transmission; provided, however, that Eagle shall cooperate with such vendor in order to facilitate a successful collaboration. Licensee will assist Eagle in obtaining such information and documentation and the reasonable cooperation of each such vendor. Any cost associated with establishing, maintaining or modifying such connectivity from the third party data provider is the responsibility of Licensee.

2. <u>Business Processing Playbook.</u> The parties will jointly develop a "playbook" for the Licensee containing the processes to meet Licensee's reasonable business requirements with respect to the Hosted Software. The initial playbook must be created prior to running live in production on the Host Equipment and then updated on a periodic basis as necessary. The playbook shall supplement and be incorporated into this Exhibit C; Licensee recognizes, however, that compliance with the playbook involves interdependencies and joint responsibilities. At a minimum, the playbook shall include a detailed description of:

(a) Movements of all inbound and outbound data streams, associated application interfaces, and job processes with interdependencies.

(b) All forms of communication information for the relevant parties (emails, telephone, etc.) connected with exception reporting for disruptions in the business processes as detailed in the playbook.

(c) Responsible party for correcting the disruption of the business process.

(d) Regularly scheduled maintenance windows and database backups.

As part of the activities to be performed pursuant to the playbook, Licensee will be entitled to have Eagle conduct five (5) in-cycle time-based job monitors (files and/or scheduled events) within Licensee's daily workflow. Upon receipt of an alert from a monitor, an Eagle technical resource will work to remediate the workflow disruption and promote successful job execution as described in Licensee's playbook. Eagle technical resources will notify Licensee as necessary in cases where a business decision is needed from Licensee to complete the job cycle. Supplementary in-cycle job monitors may be included for an additional fee (see *Premium Services Addendum Exhibit E*).

III. RELEASES.

1. <u>Emergency Releases.</u> Subject to Eagle's Software Support Services obligations hereunder, Eagle may install and implement Releases as it deems necessary, in its reasonable discretion, including emergency Releases. Whenever possible, Eagle shall provide Licensee with prior notice of any emergency Release that is reasonably likely to result in Unscheduled Downtime, including the reasons and expected timeframe therefor, so that Licensee can plan accordingly.

2. <u>Quality Assurance.</u> Eagle shall test and certify all new Releases for quality, security, performance, and reliability in accordance with Eagle's standard quality assurance practices and procedures, consistent

with industry standards, together with any additional testing or certification procedures that may be agreed upon by the parties.

3.   <u>Testing Prior to Production.</u> In addition to the foregoing requirements, Eagle shall provide Licensee with access to the test environment in which Licensee can have a reasonable amount of time to test the Release in accordance with its internal policies and procedures and review the release notes made available by Eagle. Eagle and Licensee shall mutually agree on the schedule for implementation of new Releases, with the goal of minimizing the impact on Licensee's business operations. Provided that Eagle otherwise meets the requirements set forth in this Agreement, Licensee shall not unreasonably withhold its consent for any implementation schedule proposed by Eagle.

4.   <u>Historical Data.</u> Eagle commits that the Hosted Software, including each new Release, shall support and be backwards compatible with Licensee's current and historical data.

5.   <u>Release Support.</u> Eagle will periodically and regularly notify its licensees of its Release and "End of Life" schedule based on Eagle's then-current product lifecycle, including Releases that Eagle intends to treat as a "major Release," recognizing that, in the recent past, a "major Release" was equivalent to approximately 8-10 maintenance releases. Eagle expects its licensees to put into production all previously issued Releases on a regular basis to keep in compliance with Eagle's "End of Life" schedule. Licensee understands that if Licensee does not put a Release into production in a timely manner in accordance with Eagle's "End of Life Schedule", then Eagle will no longer be obligated to provide Software Support Services with respect to those portions of the Hosted Software upgraded by such Release.

IV.   NETWORK CONNECTIVITY

1.   <u>Connectivity Options.</u> Licensee may access the Hosted Software on the Host Equipment through the Internet or dedicated networks as required by the Licensee and agreed to by Eagle. Eagle is not responsible for the cost, quality and/or up time of dedicated lines and Internet connections to Licensee's network. The Host Equipment and Hosted Software shall interface with and support the following types of Network Connectivity:

     i.   VPN Tunnel

     ii.   Leased Line

     iii.   Multiprotocol Label Switching (MPLS)

     iv.   Internet (with SSL encryption)

2.   <u>Licensee Responsibilities.</u> Licensee shall ensure that users are authorized and trained in the use of access to the Hosted Software. If Licensee fails to provide controls on its users and, if in the opinion of Eagle, certain users may improperly affect the Host Equipment or Eagle's normal operations, or damage data, Eagle may deny such user's access to the Hosted Software and Host Equipment and may take any appropriate action deemed necessary to protect the operating environment and data.

V.   HOST EQUIPMENT COMMITMENTS

1.   <u>System Availability.</u>

     (a)   *General Availability.* Except as provided below, Eagle commits to maintain availability (i.e. non-Downtime) of the Host Equipment in the production environment on a 24 hours per day, seven days per week basis (24 x 7 x 365). Excluding the Scheduled Downtime as described below, Eagle commits to

maintain a production environment monthly availability at or better than **99.7%** (the "Availability Service Level").

(b)   *Unscheduled Downtime.*   The Host Equipment may experience unscheduled Downtime from time to time, due to hardware, software, or communication failures Eagle will make a reasonable effort to minimize any such service disruptions.

(c)   *Scheduled Downtime.*   The parties acknowledge that it may be necessary at times to intentionally take the Host Equipment down to ensure proper operation. Such Scheduled Downtime may occur at any reasonable time and for a reasonable duration provided that Licensee is given reasonable prior notice. Notwithstanding the foregoing, no consent or written notice is required for the Scheduled Downtime that comprises the scheduled maintenance window that occurs each Saturday from 9:00 AM to 3:00 PM EST/EDT.

(d)   *Measurement of Availability.*   Availability shall be measured by Eagle in minutes utilizing its internal monitoring software and shall be reported to Licensee on a monthly basis.

(e)   *Job Metrics Reporting.* Eagle will collect end time and duration data points to report key processing event information for Licensee on up to 5 scheduled job events in the monthly service availability report. Additional mutually agreed upon job metrics can be configured and reported as described in the *Premium Services Addendum   Exhibit E.*

VI.   <u>INCIDENT MANAGEMENT</u>

1.   Incident management is the process of restoring service to licensees, through either a fix or a workaround as quickly as possible. Examples of Incidents include but are not limited to:

- A specific question or request
- Something is not working correctly
- Performance issue, such as slow response times
- Outage, which occurs when an environment is not accessible

2.   An Incident record captures and tracks the resolution of a single issue ("Incident"). Incident records may be created by (or for) Licensee in one of the following manners:

- By Licensee (through Eagle's incident management system)

- By Eagle

3.   Eagle will determine in good faith, the priority of the Incident based on the facts and circumstances of the Incident. For automated alerts, the initial priority is based on predefined criteria. Notwithstanding the foregoing, if an alert is based on a material impact to Licensee's environment, Licensee shall be promptly notified of the Incident.

4.   Incident Priority Descriptions and Resolution Windows:

Priority	Description	Environment Covered	Maximum time for acknowledge-ment	Interval time for updates to Licensee	Fix or workaround to be provided not later than:
1 (System Down)	• Unable to access the Hosted Software • Unable to use the Hosted Software due to critical degradation in performance	• Production • Pre-Production	15 minutes	1 hour	4 hours
	• Alert system reports that infrastructure is unavailable or down (e.g., network down, FTP down, Storage (SAN) down, Hardware Server down, Database Instance down)	• Production • Pre-Production • Test • Dev	15 minutes	1 hour	4 hours
1 (All other major items)	• Significant Degradation of Service • Infrastructure Server at Risk • Significant Application Failure • Critical Alerts	• Production • Pre-Production	15 minutes	1 hour	4 hours
2	Significant, but not critical, Alerts (e.g., schedule delays, transaction delays, significant SLA thresholds approaching, etc.)	All environments	1 hour	8 hours	48 hours

| 3 | Low to Moderate Alerts (e.g., slight schedule delays, non-threatening application issues, etc.) | All environments | 12 hours | 24 hours | As soon as reasonably practicable under the circumstances |

5.   Software Support Services/Hosted Software

An Incident may be determined to have originated within the core programming code of the Hosted Software and will be considered an Error. For those circumstances, the following Error classification and corrective actions will occur:

Error Classification	Criteria	Eagle's Response
Fatal (Severity 1)	Errors preventing essential work from being done; critical impairment of Licensee's investment operations.	Diligent attention to the problem, using efforts commensurate with the severity of the Error, until Error is corrected or a workaround is provided.
Warning (Severity 2)	Errors disabling non-essential functions; significant (but not critical) impairment of the Hosted Software's functionality and/or Licensee's investment operations.	Next scheduled Release according to maintenance schedule, except that in appropriate cases, as determined by the parties on a case by case basis, earlier action will be taken based on the extent of degraded function and impact on system processing.
Cosmetic (Severity 3)	Errors affecting ease of operation or causing improper display of information; no significant impairment of the Hosted Software's functionality or Licensee's investment operations.	As soon as reasonably practicable under the circumstances based on Eagle's then-current maintenance and Release schedule.

VII.   DATA BACK-UP AND CONTINUOUS PROTECTION

Eagle agrees to create, store and ensure sufficient backup of SBA data and all documentation and programs utilized to process or access SBA data as per its continuous data protection life-cycle procedures and best practices. Eagle will provide Licensee with its then-current version of such practices and procedures upon request.

VIII.   PURGING OF DATA FROM PRODUCTION SYSTEM

Eagle will set up the Purge and Archive utility according to the default rules defined in *Eagle's Data Retention Policies and Best Practices.*

IX.   DATABASE REFRESHING TO NON-PRODUCTION ENVIRONMENTS

To aid Licensee with its testing activities (and development activities if for a development region), Eagle will allow up to one (1) Database refresh per non-production region per business quarter. For a fee of $1600 per refresh, Eagle will perform up to one (1) additional non-production region Database refresh per month upon request by Licensee not less than ten (10) business days prior to the requested date of such refresh. For Oracle only clients, additional Database refreshes can be configured for an additional fee (see *Premium Services Addendum – Exhibit E*). The number of allowable Database refreshes are not transferable between different non-production regions. All Database refresh events will be conducted by Eagle at the request of Licensee at a mutually agreed upon time. A recent backup of the production Database will be copied and applied to the test (or development, if applicable) region. Licensee is hereby advised that all development components that have not been migrated to the production region will be lost upon completion of the refresh, unless other accommodations have been arranged by the Licensee to protect the development components prior to the refresh event. Licensee's disaster recovery region is excluded from this clause.

X.   SECURITY

Eagle maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Eagle's business; (b) the type of information that Eagle will receive, access, process and store relating to the Hosted Software and the Hosting Services; and (c) the need for security and confidentiality of such information. A summary of Eagle's information security program is shown on Exhibit F.

XI.   DISASTER RECOVERY

1.   Disaster Recovery Services. In the event of a Disaster, Eagle will provide disaster recovery services for the Hosted Software/Host Equipment in accordance with the Disaster Recovery Plan set forth in Exhibit D.

2.   Disaster Recovery Location. The location for providing disaster recovery capabilities is currently either a disaster recovery facility located at 135 Santilli Highway, Everett, MA 02149 or at 500 Ross Street, Pittsburgh, PA 15262. Whichever location is used for production, the other location is used for disaster recovery.

3.   Changes to Disaster Recovery Configuration or Location. Eagle shall provide at least three (3) months' prior written notice of any material change to the disaster recovery configuration and/or change to the disaster recovery location. Eagle shall implement reasonable change management controls for any such change in configuration or location, consistent with industry standard practices and its internal policies and procedures and shall provide Licensee with any information and assistance reasonably requested in connection therewith.

4.   Disaster Recovery Testing. Licensee shall have the right to participate in one (1) disaster recovery test per calendar year at no additional fee, which test will be scheduled and conducted jointly by Licensee and Eagle. Eagle's disaster recovery testing includes full access to the online disaster recovery environment and testing of all disaster recovery systems and functionality to ensure that it is working as intended.

XII.   AUDIT AND REGULATORY REQUIREMENTS

1.   On no less than an annual basis, Eagle shall engage an independent and reputable audit firm to perform an SSAE 16 SOC 1 Type II (or equivalent) audit and a SOC 2 Type II (or equivalent) of the Hosting Services. Upon completion thereof, Eagle shall provide a copy of such audit to Licensee.

Eagle agrees to provide reasonable assistance, at the expense of Licensee, to assist Licensee in meeting Licensee's audit and regulatory requirements.

XIII. <u>SERVICE LEVEL CREDITS</u>

Except as set forth below, Licensee shall have the option to receive a credit against Subscription Fees payable hereunder (a "Service Credit") as follows:

For each hour or portion thereof of Excess Downtime after the first hour of Excess Downtime, Licensee shall be entitled to receive a Service Credit in an amount equal to 2.5% of the monthly Subscription Fee in effect for the month in which the Excess Downtime occurs; provided, however, that the maximum aggregate Service Credits for any month shall not exceed 10% of the monthly Subscription Fees in effect during such month.

Excess Downtime will (i) be deemed to have started upon the earlier of Eagle's discovery of the problem or Licensee's reporting of the problem and (ii) will end when Licensee's access to, and use of, the Hosted Software and/or Host Equipment is restored, available and uninterrupted (subject to Scheduled Downtime).

Service Credits, if any, shall be determined on a monthly basis and shall be deemed to have been waived by Licensee if Licensee has not provided written notice of its request to apply such Service Credits within 45 days following the end of the quarter during which the event giving rise to the Service Credit(s) occurred. If so requested, the Service Credit(s) shall be applied to the next succeeding invoice for Subscription Fees payable by Licensee under this Agreement; provided, however, that if no Subscription Fees will be payable by Licensee for such next successive quarter, Eagle shall refund the amount of such Service Credits to Licensee within 30 days after the close of the applicable quarter. For purposes of this Agreement, the first monthly measurement period shall be the calendar month beginning on the first day that Hosting Services are provided to Licensee for its production environment.

EXHIBIT C-1

CLOUD SERVICES AND SERVICE LEVELS

This Exhibit C-1 applies to Cloud Software (Data Vault) only.

Eagle will provide the following Cloud Services, upon and subject to the terms specifically set forth in this Agreement: (i) installation, monitoring and upgrading of the Cloud Software; (ii) management of operating systems and data stores for non-production, production and disaster recovery Cloud Tenants; (iii) maintenance and periodic testing of disaster recovery facilities; (iv) management of network connectivity and security; (v) service availability status reporting; and (vi) client relationship management. These services will describe the basic deployment, configuration, and service delivery items that are the initial foundation for the Cloud Services. Additional Cloud Tenants may be available to Licensee for additional fees, to be negotiated between the parties.

For the avoidance of doubt, the Cloud Services provided under this Agreement will not include services generally referred to in the industry as "operational services", such as (but not limited to) transaction entry and reconciliation, account holdings reconciliation, pricing validation, performance return verification, security master file setup, and account setup. Additionally, for the avoidance of doubt, "upgrading of the software" will not include functional testing, client custom testing, workflows testing, and integration verification.

I. CLOUD SERVICES

1.   Selection and Configuration of Cloud Services. Cloud Software will be hosted by the Cloud Service Provider and shall be configured to provide non-production, production and disaster recovery Cloud Tenants. Eagle will provide Licensee with prompt notice if Eagle begins utilizing a Cloud Service Provider other than such Cloud Service Provider referenced in Section 1.3 of this Agreement. The disaster recovery Cloud Tenant shall conform to the same specifications as the production Cloud Tenant.

2.   Cloud Services Maintenance. Eagle will provide technical support for the Cloud Services. Such technical support consists of general maintenance, access and change control, security and system management. Eagle shall maintain Cloud Services in good operating condition, including performance of routine diagnostic and other preventative maintenance, and preventing, monitoring and remediation of system conflicts, consistent with the best practices and recommendations of the Cloud Service Provider. Eagle shall purchase and administer, at its sole expense, maintenance and support plans from the Cloud Service Provider. Any problems with the Cloud Services and/or Cloud Service Provider shall be escalated and resolved by Eagle in accordance with the procedures set forth in Section VI below.

II. LICENSEE'S INBOUND AND OUTBOUND DATA/SECURE DATA TRANSMISSION ("SDT")

1.   Data Feeds and Interfaces. Eagle will provide a separate secure data transmission ("SDT") site or equivalent, as agreed to by the Parties, to the Licensee for each Cloud Tenant to help facilitate the transmission of data to or from Licensee's third party data providers if (i) Licensee is authorized to receive or provide such data, including security pricing and related data, and (ii) Eagle has software and network facilities to receive or provide such data properly on behalf of Licensee. Eagle has the right to refuse such data if it may contain viruses, adversely affect the performance of the Cloud Services and/or Cloud Software, or adversely affect other users of the Cloud Services. Eagle shall maintain support for and

connectivity to Cloud Services on the Licensee's behalf and with all additional interfaces developed by Eagle at the request of the Licensee pursuant to a separate independent professional services agreement between Licensee and Eagle, if any. In addition, Eagle will assist Licensee in maintaining support for and connectivity with interfaces developed by or on behalf of Licensee by Eagle (provided that Licensee supplies the necessary documentation with respect to such interface, including providing all information and cooperation reasonably requested in connection therewith). Eagle shall not be responsible for maintaining support for or connectivity with any data transmission if the vendor providing such data transmission fails to provide any necessary access to or documentation relating to such data transmission; provided, however, that Eagle shall cooperate with such vendor in order to facilitate a successful collaboration. Licensee will assist Eagle in obtaining such information and documentation and the reasonable cooperation of each such vendor. Any cost associated with establishing, maintaining or modifying such connectivity from the third party data provider is the responsibility of Licensee.

2.   Business Processing Playbook. The parties will jointly develop a "playbook" for the Licensee containing the processes to meet Licensee's reasonable business requirements with respect to the Cloud Software. The initial playbook must be created prior to running live in production on the Cloud Tenant and then updated on a periodic basis as necessary. The playbook shall supplement and be incorporated into this Exhibit C-1; Licensee recognizes, however, that compliance with the playbook involves interdependencies and joint responsibilities. At a minimum, the playbook shall include a detailed description of:

    (a)   Movements of all inbound and outbound data streams, associated application interfaces, and job processes with interdependencies;

    (b)   All forms of communication information for the relevant parties (emails, telephone, etc.) connected with exception reporting for breaches or disruptions in the business processes, including escalation paths and associated details, as detailed in the playbook; and

    (c)   Responsible party for correcting the disruption of the business process.

III.   RELEASES.

1.   Emergency Releases. Subject to Eagle's Software Support Services obligations hereunder, Eagle may install and implement Releases as it deems necessary, including emergency Releases. Whenever possible, Eagle shall provide Licensee with prior notice of any emergency Release that is reasonably likely to result in Unscheduled Downtime, including the reasons and expected timeframe therefor, so that Licensee can plan accordingly.

2.   Quality Assurance. Eagle shall test and certify all new Releases for quality, security, performance, and reliability in accordance with Eagle's standard quality assurance practices and procedures, consistent with industry standards, together with any additional testing or certification procedures that may be agreed upon by the parties.

3.   Historical Data. Eagle commits that Cloud Software, including each new Release, shall support and be backwards compatible with Licensee's current and historical data.

IV.   NETWORK CONNECTIVITY

1.   Connectivity Options. Licensee may access Cloud Software through the Internet or dedicated networks as required by the Licensee and agreed to by Eagle. Eagle is not responsible for the cost, quality

and/or up time of dedicated lines and Internet connections. The Cloud Service Provider and Cloud Software shall interface with and support the following types of Network Connectivity:

      (a)   VPN Tunnel

      (b)   Leased Line

      (c)   Multiprotocol Label Switching (MPLS)

      (d)   Internet

2.   <u>Licensee Responsibilities.</u> Licensee shall ensure that users are authorized and trained in the use of access to Cloud Software. If Licensee fails to provide controls on its users and, if in the opinion of Eagle, certain users may improperly affect the Cloud Services or Eagle's normal operations, or damage data, Eagle may deny such user's access to Cloud Software and may take any appropriate action deemed necessary to protect the operating environment and data.

V.   **CLOUD SERVICES**

1.   <u>System Availability.</u>

      (a)   *General Availability.* Except as provided below, Eagle commits to maintain availability (i.e., non-Downtime) of the Cloud Services on a 24 hours per day, seven days per week basis (24 x 7 x 365). Excluding the Scheduled Downtime as described below, Eagle commits to maintain a availability of the Cloud Services at or better than **99.7%** (the "Availability Service Level").

      (b)   *Unscheduled Downtime.* The Cloud Services may experience unscheduled Downtime from time to time, due to hardware, software, or communication failures Eagle will make a reasonable effort to minimize any such service disruptions.

      (c)   *Scheduled Downtime.* The parties acknowledge that it may be necessary at times to intentionally take the Cloud Services down to ensure proper operation. Such Scheduled Downtime may occur at any reasonable time and for a reasonable duration provided that Licensee is given reasonable prior notice. Notwithstanding the foregoing, no consent or written notice is required for the Scheduled Downtime that comprises the scheduled maintenance window that occurs each Saturday from 9:00 AM to 3:00 PM EST/EDT.

      (d)   *Measurement of Availability.* Availability shall be measured by Eagle in minutes and shall be reported to Licensee on a monthly basis.

2.   <u>System Response Times.</u> Eagle commits to maintain average monthly system response times of the platform at or better than 50ms as measured from the Cloud Service provider region.

VI.   **INCIDENT MANAGEMENT**

1.   Incident management is the process of restoring service to licensees, through either a fix or a workaround as quickly as possible. Examples of Incidents include but are not limited to:

- A specific question or request
- Something is not working correctly
- Performance issue, such as slow response times
- Outage, which occurs when a Cloud Tenant is not accessible

2.   An Incident record captures and tracks the resolution of a single issue ("Incident"). Incident records may be created by (or for) Licensee in one of the following manners:

- By Licensee (through Eagle's incident management system)

- By Eagle

3.   Eagle will determine in good faith, the priority of the Incident based on the facts and circumstances of the Incident. For automated alerts, the initial priority is based on predefined criteria. Notwithstanding the foregoing, if an alert is based on a material impact to Licensee's Cloud Tenant, Licensee shall be promptly notified of the Incident. Eagle will provide post incident reports in relation to any Priority 1 Incident or for Unscheduled Downtime, outlining the root cause and the actions Eagle is taking to mitigate against any future reoccurrence.

4.   Incident Priority Descriptions and Resolution Windows:

Priority	Description	Cloud Tenant Covered	Maximum time for acknowledge-ment	Interval time for updates to Licensee	Fix or workaround to be provided not later than:
1 (System Down)	- Unable to access the Cloud Software - Unable to use the Cloud Software due to critical degradation in performance	All Cloud Tenants	15 minutes	1 hour	4 hours
	- Alert system reports that Cloud Services are unavailable or down (e.g., network down, FTP down, Storage (SAN) down, Hardware Server down, Data Store Cloud Tenant down)	All Cloud Tenants	15 minutes	1 hour	4 hours

1 (All other major items)	• Significant Degradation of Service • Infrastructure Server and/or Cloud Services at Risk • Significant Application Failure • Critical Alerts	All Cloud Tenants	15 minutes	1 hour	4 hours
2	Significant, but not critical, Alerts (e.g., schedule delays, transaction delays, significant SLA thresholds approaching, etc.)	All Cloud Tenants	1 hour	8 hours	48 hours
3	Low to Moderate Alerts (e.g., slight schedule delays, non-threatening application issues, etc.)	All Cloud Tenants	12 hours	24 hours	As soon as reasonably practicable under the circumstances

5.   Cloud Software Support Services

An Incident may be determined to have originated within the core programming code of the Cloud Software and will be considered an Error. For those circumstances, the following Error classification and corrective actions will occur:

Error Classification	Criteria	Eagle's Response
Fatal (Severity 1)	Errors preventing essential work from being done; critical impairment of Licensee's investment operations.	Diligent attention to the problem, using efforts commensurate with the severity of the Error, until Error is corrected or a workaround is provided.
Warning (Severity 2)	Errors disabling non-essential functions; significant (but not critical) impairment of the Cloud Software's functionality and/or Licensee's investment operations.	Next scheduled Release according to maintenance schedule, except that in appropriate cases, as determined by the parties on a case by case basis, earlier action will be taken based on the extent of degraded function and impact on system processing.

Cosmetic (Severity 3)	Errors affecting ease of operation or causing improper display of information; no significant impairment of the Cloud Software's functionality or Licensee's investment operations.	As soon as reasonably practicable under the circumstances based on Eagle's then-current maintenance and Release schedule.

VII.   CONTINUOUS PROTECTION

1.   Data Protection. Eagle agrees to create, store and ensure sufficient backup of SBA data and all documentation and programs utilized to process or access SBA data as per its Cloud Data Protection procedures. Eagle will provide Licensee with its then-current version of such procedures upon request.

2.   Storage Locations. Presently the Cloud Tenants are in the Cloud Service Provider's US-EAST2 and US-WEST2 regions. Eagle may change the storage facilities location from time to time, in its reasonable discretion, upon written notice to Licensee.

VIII.   SECURITY

Eagle maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Eagle's business; (b) the type of information that Eagle will receive, access, process and store relating to the Cloud Software and the Cloud Services; and (c) the need for security and confidentiality of such information. A summary of Eagle's information security program is shown on Exhibit F.

IX.   AUDIT AND REGULATORY REQUIREMENTS

Eagle intends to engage independent auditor(s) for the purposes of producing SSAE-18 SOC 1 Type II and SOC 2 Type II audit reports for the Cloud Services. Promptly upon completion of such reports, which is intended to occur no later than 12 months from the Subscription Fee Commencement Date, Eagle will provide such reports to Licensee. Eagle agrees to provide reasonable assistance, at the expense of Licensee, to assist Licensee in meeting Licensee's audit and regulatory requirements.

X.   DISASTER RECOVERY

In the event of a Disaster, Eagle will provide disaster recovery services in accordance with the Disaster Recovery Plan set forth in Exhibit D to the Agreement.

XI.   SERVICE LEVEL CREDITS

Licensee acknowledges that Eagle does not currently provide service level credits with respect to the Cloud Software. Following the first anniversary of the Subscription Fee Commencement Date, at Licensee's request, the parties may amend the agreement to reflect reasonable service level credits on a going forward basis.

EXHIBIT D

EAGLE CONTINGENCY AND DISASTER RECOVERY PLAN OVERVIEW

Eagle has established and maintains a comprehensive and robust Business Continuity and Disaster Recovery (BCDR) Plan in accordance with BNY Mellon's Enterprise Resiliency policies . The following describes the Eagle BCDR Plan with respect to the Software and Services, and the conditions on which actions are taken by Eagle.

Eagle maintains a robust disaster recovery deployment and strategy (including redundancy for unrecoverable loss of access to the Software or Services) that covers the following:

Data loss or corruption
Natural disaster
Network connectivity failure
Cyber-attack that compromises system availability or security

This strategy leverages a combination of high availability infrastructure, high speed data replication, redundant BNY Mellon data centers, and/or leveraging site recovery services from the public cloud, depending on the product. Public cloud site recovery services replicates workloads running on public cloud platform resources from a primary zone or region to an alternate zone or region. The Software is designed to take advantage of the BCDR capabilities on the software platform in which is it deployed. Software or Services deemed inoperable at a primary BNY Mellon data center will be failed over to an alternate BNY Mellon data center. Likewise, Software or Services deemed inoperable in a public cloud zone or region will be failed over to an alternate public cloud zone or region.

Core Disaster Recovery Services: The Recovery Time Objective (RTO) for restoring service is 4 hours. The Recovery Point Objective (RPO) for potential data loss is no more than 30 minutes.

1.   Downtime

1.1   Downtime Less than Four Hours

If the Software or Services becomes unavailable, Eagle Technical Support will notify the Licensee within 30 minutes and inform the Licensee of the problem and the expected duration. If the Software or Services availability is expected to be restored within four hours, Eagle will attempt remediation and provide the Licensee status updates as per the incident management procedure as a Priority 1 incident as set forth in Exhibit C or C-1, respectively.

1.2   Downtime Greater than Four Hours

If the Downtime is expected to exceed four hours, Eagle will contact the Licensee recommending the initiation of the BCDR plan. Eagle will failover all affected services and work in conjunction with the Licensee to ensure throughput, connectivity, and service availability returns to normal operability.

2.   **Network Connectivity Failure**

Loss of network includes dedicated data lines and internal networks under Eagle's full control, as well as 3rd party dedicated data lines commissioned by the Licensee. If a Licensee's dedicated data line to a primary software platform is unavailable, users will have to access the primary software platform through redundant connections maintained by Eagle or the public cloud provider via the internet. In the event of a

telecommunication failure outside of Eagle's control, Eagle will contact the necessary service providers to remedy the line loss as quickly as possible.

In certain severe situations a loss of network connectivity to the primary software platform, Eagle will contact the Licensee recommending the initiation of the BCDR plan. Eagle will failover all affected services and work to an alternate location and work in conjunction with the Licensee to ensure throughput, connectivity, and service availability returns to normal operability.

EXHIBIT E

Premium Services/Hosted Software

Addendum

Licensee may at any time during the Term of the Agreement elect to receive with respect to the Hosted Software one or more of the additional services set forth in this Addendum by marking Licensee's election in the appropriate boxes, signing and dating this Addendum and submitting it to Eagle; provided, however, that where an election indicates "Pricing to be provided upon request", Licensee must first request such pricing and Eagle will provide a revised form of Addendum for Licensee's signature. Such signed Addendum will remain in effect until Eagle receives a revised completed, signed and dated Addendum from Licensee modifying the elections. For each of the premium services listed below, additional descriptions of operating assumptions and procedures are available upon request.

1. **Job Cycle Protection**: Eagle will create and execute additional in-cycle time-based alert monitoring within Licensee's critical path job cycles and file transmissions for the production environment. Upon receipt of an alert, an Eagle technical resource will work to remediate any workflow disruption and expedite job execution as described in the playbook. Eagle technical resources will work with Licensee as necessary on adjustments, reprioritization and/or cycle modifications. This service can be modified and adjusted on a per monitor basis to align with Licensee's operational strategy. If selected below, the documentation of the specific monitoring shall be agreed upon in the playbook.

   Service Level: Alert and incident response within 15 minutes. Monitors installed and/modified within 3 weeks of request.

   Notes: Data validation of transmission files is not included in this service.

Service	Job Cycle Protection	Fee	Licensee Election
Included	Up to 5 monitors	Included in Subscription Fee	
Premium	In excess of 5 monitors, but no greater than 15 total monitors	$2,750 per quarter, commencing the first day of the month following when the monitors are enabled in production.	
Premium Plus	In excess of 15 total monitors	Pricing to be provided upon request	

2. **Database Direct Updates & Stored Procedure Migrations:** After Licensee is using the Hosted Software in production, Eagle will fulfill requests to execute additional database update statements directly against the test or production database as directed by a Licensee designed SQL statement. A "roll-back" feature will be deployed as a safety measure if Licensee's SQL modifications adversely impact the target region upon execution. Eagle will migrate stored procedures, as directed by Licensee through a migrations package template, to Licensee's test and

production databases. A copy of the stored procedure will be saved in an offline location. If selected, the parties shall agree in a separate document the details of the specific requests and stored procedures pursuant to this paragraph.

Service Level: 4 hour migration completion Monday- Friday

Service	Execute SQL update or stored procedure migration	Fee	Licensee Election
Included	0-5 migrations per region, per month	Included in Subscription Fee	
Premium	6-10 migrations per region, per month	$3,750 per quarter, commencing the first day of the month following the first use of such service after Licensee is using the Hosted Software in production.	
Premium Plus	In excess of 10 migrations per region, per month	Pricing to be provided upon request	

3. **Automatic Database Refresh (ADR)** *(only for licensees that use Oracle).* This is a regularly scheduled database refresh service for Oracle clients on Eagle version 12 and higher from their production region to one of their lower regions. Refresh frequency can be daily, weekly, monthly, or quarterly. The ADR service is setup to use the most recent database backup from the production region. Automated database refreshes are done on a fixed scheduled basis. Once a scheduled refresh has been entered into the system, the parameters (time of refresh, type of refresh, etc.) will remain unchanged.

Service Level: All refreshes requested by 6:00pm, regardless of frequency, will be complete by 9:00 AM local time.

Service	Database Refreshes	Fee	Licensee Election
Included	Quarterly per region	Included in Subscription Fee	
Premium monthly	1 per lower region per month	$2,250 per quarter*	
Premium weekly	1 per lower region per week	$4,500 per quarter*	
Premium daily	1 per lower region per day	$7,500 per quarter*	

*in each case, commencing the first day of the month following the first automated refresh

4. **Configuration of Additional Environments; Dedicated Environments**: Eagle will configure additional environments or design client's production or lower region with hardware that is dedicated solely to client's resource usage across the technology stack of web, application and database tiers.

Service	Dedicated Region Computing Resources and/or Configuration of Additional Environments	Fee
	Production Region	Pricing to be provided upon request
	Test or Development Region	Pricing to be provided upon request

5. **Premium Business Job Metrics Report Package:** Eagle will collect end time and duration data points for the production environment to report key processing event information for Licensee in the monthly service availability report. Report will display a bar chart of success or failure for specific jobs to complete by a designated end time or before a designated time duration. If selected, the parties shall agree in a separate document the details of the specific job metrics and reporting requirements pursuant to this paragraph.

Service Level: Monitor creation within 3 weeks of request. Report delivered monthly.

Service	Key Client Job Metrics Reporting	Fee	Licensee Election
Included	0 – 5 job metrics with report	Included in Subscription Fee	
Premium	In excess of 5 job metrics but no greater than 10 job metrics (maximum allowed) with report	$1,250 per quarter, commencing the first day of the month following when the job metrics are in place for the production environment.	

6. **Premium Disaster Recovery Objectives** *(Only for licensees that use Oracle)*: Eagle will configure Licensee's production region disaster recovery in the alternate data center to premium settings of Recovery Point Objective (RPO) of less than 1 minute and Recovery Time Objective (RTO) of less than 2 hours. Licensee will be permitted to test this DR configuration once per year at no additional charge.

Service level: 1 disaster recovery test per year, or with Eagle software upgrade

Exclusions/Notes: Custom architecture, code, file management and/or any configurations outside of the Eagle core software will require GPS/Technical Services engagement in order to complete recovery test.

Service	Disaster Recovery Configuration	Fee	Licensee Election
Included	Disaster Recovery RPO = 30 min; RTO 4 Hours	Included in Subscription Fee	
Premium	Disaster Recovery RPO < 1 min; RTO < 2 hours	$3,750 per quarter, commencing the first day of the month following when such configuration is in place.	

7. **Pre-Production Environment with Monitoring**: Eagle will build a highly available pre-production region, with production-level monitoring and response, suited for Licensee's critical testing of software projects prior to migration into the production region. The hardware monitoring and alerting configuration will be identical to the production region and alerts will receive incident management response as described in INCIDENT MANAGEMENT for production regions.

Service Level: See *Incident Priority Descriptions in the Agreement*

Exclusions/Notes: This region does not come with an additional Disaster Recovery Region in the alternate data center.

Service Level	Pre-Production Region with Monitoring Support	Fee	Licensee Election
Included	1 Standard Test Region reduced monitoring and SLA	Included in Subscription Fee	
Premium	Pre-Production Region	$25,000 per quarter, commencing the first day of the month following when Licensee is first able to access such environment.	

8. **In-Datacenter Database Recovery *Oracle clients only*:** Eagle will set up a database recovery service for Licensee production region to deliver a 'point-in-time' recovery option for the previous 48 hours in the case of user data errors or data corruption. The service is set up to allow

production database recovery to occur in the primary data center. The recovery time objective for this service would be 30 minutes or less.

Service Level: *see descriptions below*

Service	Primary data center database point-in-time recovery	Fee	Licensee Election
Included	Restore from DB backup in 4 hours	Included in Subscription Fee	
Premium	Snapshot refresh in 30 min	$2,500 per quarter, commencing the first day of the month following when such configuration is in place.	

The foregoing sets forth Licensee's elections as of the date set forth below Licensee's signature.

THE STATE BOARD OF ADMINISTRATION OF FLORIDA

EAGLE INVESTMENT SYSTEMS LLC

By: _____
       (Signature)

Name: _____

Title: _____

Date: _____

By: _____
       (Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT F

EAGLE INFORMATION SECURITY PROGRAM

I. **Information Security Program Overview**

        A.   During the Term of the Agreement, Eagle will implement and maintain an information security program ("**ISP**") with written policies and procedures reasonably designed to protect the confidentiality and security of Licensee Data.

        B.   The ISP will include administrative, technical and physical safeguards, appropriate to the type of Licensee Data concerned, reasonably designed to: (i) maintain the security, confidentiality and availability of Licensee Data; (ii) protect against anticipated threats or hazards to the security or confidentiality of Licensee Data; (iii) protect against unauthorized access to or use of Licensee Data that could result in substantial harm or inconvenience to Licensee or its clients, and (iv) provide for secure disposal of Licensee Data. The ISP is based on or derived from the NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard.

        C.   Eagle's program is dynamic and may be modified to address technological changes or changes in the threat landscape, Eagle's business activities or other factors. Eagle reserves the right to modify the ISP at any time, provided that Eagle shall not diminish the overall level of protection this rider is intended to provide.

II. **Security Incident Response and Notice**

        A.   Eagle will maintain a documented incident management process designed to ensure timely detection of security events and response thereto.

        B.   In the event of a declared Security Incident, Eagle will immediately notify Licensee, (ii) provide updates to Licensee regarding Eagle's response and (iii) use reasonable efforts to implement measures designed to prevent a reoccurrence of Security Incidents of a similar nature.

        C.   "**Security Incident**" means any known loss or unauthorized access, disclosure, use, alteration or destruction of Licensee Data.

        D.   In the event of loss or destruction of any Licensee Data where such loss or destruction is due to the fault or negligence of Eagle, Eagle shall be responsible for recreating such lost or destroyed data at Eagle's expense. The foregoing shall be in addition to other rights and remedies available to Licensee under this Agreement, or otherwise required by appliable law.

III. **Governance**

Eagle shall, no more than once in a 12 month period, (i) and upon request, provide a copy of its most recent SSAE-18 or equivalent external audit report to Licensee, which Licensee may disclose solely to its internal or external auditors that are subject to written confidentiality obligations to use reasonable care to safeguard the report, and not to disclose the report to any third party or use the report for any purpose other than evaluating Eagle's security controls; (ii) engage a third party provider to perform penetration testing of the Eagle systems used to provide the Services and provide Licensee confirmation of such testing upon request; and (iii) participate in Licensee's reasonable information security due diligence questionnaire process upon request.

IV.   **Network and Communications Security**

A.   Asset Management. Eagle will maintain an inventory of its system components, hardware and software used to provide the Services, and will review and update such inventory in accordance with the ISP.

B.   Change Management. Eagle shall require that changes to its network or software used to provide the Services are tested and applied pursuant to a documented change management process.

C.   Security Monitoring. Eagle will monitor cyber threat intelligence feeds daily. Eagle will deploy Denial of Service (DoS) and Distributed DoS solutions.

D.   Network Segmentation. Eagle's infrastructure utilizes a multi-tier architecture, including a DMZ, to isolate the internal infrastructure from external networks. Traffic from external sources will traverse firewalls and pass through multiple layers of malware protection prior to processing. Eagle's production environment for the Software used to provide the Services will be segregated from pre-production regions and Eagle's internal segment.

E.   Vulnerability Management. Eagle will maintain a documented process to identify and remediate security vulnerabilities affecting its systems used to provide the Services. Eagle will classify security vulnerabilities using industry recognized standards and conduct continuous monitoring and testing of its networks, hardware and software including regular penetration testing and ethical hack assessments. Eagle will remediate identified security vulnerabilities in accordance with its process

F.   Malicious Code. Eagle will deploy industry standard malicious code protection and identification tools across its systems and software used to provide the Services.

G.   Communications. Eagle will protect electronic communications used in the provision of Services, including instant messaging and email services, using industry standard processes and technical controls and in accordance with the ISP.

V.   **Application Security**. The ISP will require that in-house application development be governed by a documented secure software development life cycle methodology, which will include deployment rules for new applications and changes to existing applications in live production environments for the Software.

VI.   **Logging**. The ISP will require the maintenance of logs as part of Eagle's security information and event management processes. Logs are retained in accordance with law applicable to Eagle's provision of the Services as well as Eagle's applicable policies. Eagle uses various tools in conjunction with such logs, which may include behavioral analytics, security monitoring case management, network traffic monitoring and analysis, IP address management and full packet capture.

VII.   **Data Security**

A.   Identity Access Management. Eagle will implement reasonable and industry recognized user access rules for users accessing Customer Data based on the need to know and the principle of least privilege, and including user ID and password requirements, session timeout and re-authentication requirements, unsuccessful login attempt limits, privileged access limits and multifactor authentication or equivalent safeguard where risk factors indicate that single factor authentication is inadequate.

B.   Data Segregation. The ISP will require that (i) Customer Data is stored in either physically or logically segregated databases from other customer data and (ii) different databases or data stores are

maintained for development, testing, staging and production environments for the Software used in the provision of Services.

C.   Encryption. Eagle will (i) encrypt Customer Data in transit to an external network using transport layer security or other encryption method and (ii) protect Customer Data at rest, in each case as Eagle determines to be appropriate in accordance with the ISP and law applicable to Eagle's provision of the Services.

D.   Remote Access. The ISP will restrict remote access to Eagle systems to authorized users using multifactor authentication or equivalent safeguard and will require such access to be logged.

E.   Devices. Eagle will restrict the transfer of Customer Data from its network to mass storage devices. Eagle will use a mobile device management system or equivalent tool when mobile computing is used to provide the Services. Applications on such authenticated devices will be housed within an encrypted container and Eagle will maintain the ability to remote wipe the contents of the container.

F.   Data Leakage Prevention (DLP). Eagle will deploy DLP tools reasonably designed to help detect and prevent unauthorized transfers of Customer Data outside Eagle's network.

G.   Disposal. Eagle will maintain chain of custody procedures and require that any Customer Data requiring disposal be rendered inaccessible, cleaned or scrubbed from such hardware and/or media using industry recognized methods.

VIII.   **Personnel**. Eagle will undertake or cause to be undertaken appropriate, industry-standard background checks (including criminal background checks) during the recruitment process of personnel involved in the provision of the Services, subject to applicable laws, and require its personnel involved in the provision of Services to possess qualifications and undertake training on the aspects of the ISP applicable to the personnel's job function and to comply with the terms of the Agreement before being provided access to Customer Data.

IX.   **Physical Security**. Eagle will deploy perimeter security such as barrier access controls around its facilities processing or storing Customer Data. The ISP will include (i) procedures for validating visitor identity and authorization to enter the premises, which may include identification checks, issuance of identification badges and recording of entry purpose of visit and (ii) physical security policies for personnel, such as a "clean desk" policy. In accordance with its ISP and applicable law, Eagle will install closed circuit television ("**CCTV**") systems and CCTV recording systems to monitor and record access to controlled areas, such as data centers and server rooms.

X.   **Subcontracting**. Eagle will implement a third-party governance program designed to provide oversight over unaffiliated third parties used to provide the Services ("**Subcontractors**").

XI.   **BCP/DR**. Eagle will implement business continuity and disaster recovery plans designed to minimize interruptions of service and ensure recovery of systems and applications used to provide the Services. Such business approved plans shall cover the facilities, systems, applications and employees that are critical to the provision of the Services and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable.

XII.   **Data Protection**. No Licensee Data will be 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.