

45 Glover Avenue · Norwalk, Connecticut · 06850

# FactSet® Master Client License Agreement Amendment

Reference is made to the FactSet Master Client License Agreement, dated 11 September 2008, between Florida State Board of Administration ("Licensee") and FactSet Research Systems Inc. ("FactSet" or "Licensor"), as amended from time to time (the "Agreement"). All terms used and not defined herein shall have the meanings assigned to them in such Agreement. Except as expressly set forth herein, this Amendment shall not alter, modify, or in any way affect the terms contained in the Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. As of 01 January 2024, the Agreement is amended as follows:

# Schedule A

# List of Fees and Services • Standard FactSet Service

Licensee and Primary Site:	Florida State Board of Administration 1801 Hermitage Blvd PO Box 13300 Tallahassee, Florida 323173300 United States			Other Sites:	Tallahassee, Florida [2672]
Business Units:	None		fdsCRM ID:	2672	
Initial Term begins on:	01 Jan 2024	and ends on:	31 Dec 2026	Invoice Frequency:	Monthly in Advance

### **Products and Services:**

#### Invoice #1402 - Global Equity

Product Name	Quantity	Annual Unit Price	Annual Unit Discount	Annual Subtotal - USD
Applications - Quant/Risk				
Asset Owner Essential - Enterprise Solution (Discount Expires: Feb 2024)	1	\$ 165,775.00	\$ 85,682.00	\$ 80,093.00
FactSet Equity Model - Global (Daily)*	1	\$ 34,000.00	\$ 10,000.00	\$ 24,000.00
Workstations				
Asset Owner - Essential (Discount Expires: Jan 2024)	8	\$ 25,000.00		\$ 200,000.00
Total	8			\$ 304,093.00

\* Licensee may opt-out of the FactSet Equity Model - Global (Daily) effective December 31, 2024 upon at least thirty (30) days prior written notice to FactSet. If Licensee does not opt-out of this service, the corresponding \$10,000 discount will expire effective January 1, 2025 and the budget of \$34,000 will be committed for the remaining two years.



### Invoice #3630 - Corporate Governance

Product Name	Quantity	Annual Unit Price	Annual Unit Discount	Annual Subtotal - USD
Base Fees Asset Owner Essential - Enterprise Solution	1	\$34,418		\$34,418
Workstations Asset Owner - Essential Workstation	3	\$22,700	(3,200)	\$58,500
Annual Subtotal				\$92,918

#### Invoice #9B59 - Defined Contribution

Product Name	Quantity	Annual Unit Price	Annual Unit Discount	Annual Subtotal - USD
Base Fees				
Asset Owner Essential - Enterprise Solution	1	\$4,715		\$4,715
Applications - Wealth Management				
S&P Mutual Fund and ETF Profiles	1	\$288		\$288
Workstations				
Asset Owner - Essential Workstation	2	\$22,700	(3,200)	\$39,000
Annual Subtotal				\$44,003

### Invoice #9P91 - Risk

Product Name	Quantity	Annual Unit Price	Annual Unit Discount	Annual Subtotal - USD
Workstations				
Asset Owner - Essential Workstation	1	\$22,700	(3,200)	\$19,500
Annual Subtotal				\$19,500
TOTAL ANNUAL SERVICE FEES				<b>\$</b> 460,514

#### Service Notes:

- 1. Asset Owner Essential Enterprise Solution includes access to:
  - a. FactSet's Portfolio Analysis engine for the calculation of standard- and client-configured analytics. Analytical capabilities span across asset classes and capabilities such as attribution, characteristics, and risk. They also include the integration of commercial content via the FactSet workstation. Certain analytical functions and content sets may require additional licensing.
  - b. FactSet's Portfolio Services team and framework for the integration of client content from three primary sources. This includes the design of Standard Operating Procedure (SOP) and workflow documentation, 24/7 proactive monitoring and communication, and access to Portfolio Services transparency tools for associated workflows.



- c. The FactSet Investor Network platform facilitates the aggregation and distribution of portfolio data for up to 7 portfolios.
- d. Enterprise Advanced Fixed Income Analytics provides access to advanced fixed income analytics. This includes the ability to run analytics based on a client provided price; advanced fixed income attribution columns and models; and the following analytics: key rate durations, scenario analysis, projected cash flows, and MAC calcs.
- e. The automation and production of up to 700 monthly-equivalent Portfolio Analysis reports via FactSet's Portfolio Reporting Batching application as further described on the exhibit attached hereto.

## Additional Terms and Conditions:

- 1. For this Schedule A only, Section 5.b of the Agreement shall be deleted in its entirety and replaced with the following: "Either party may terminate any Schedule to this Agreement in whole or in part upon three months' prior written notice with such termination effective at the end of the then-current term. If Licensee terminates a portion of a Schedule, such Schedule will be deemed amended to reflect such reduced Service. This Agreement shall automatically terminate upon the termination of all Schedules outstanding hereunder. For the avoidance of doubt, (i) the termination of a Schedule in whole or in part shall be deemed as a termination of the Agreement with regard to the Services subject to the termination, and (ii) the termination of a Schedule shall not impact any other existing Schedule to the Agreement. Either party may terminate this Agreement (i) upon material breach and failure to cure or correct such breach within thirty (30) days after receiving written notice from the non-breaching party; or (ii) immediately upon the bankruptcy of or the bankruptcy-related event related to the other party."
- 2. Business Units refer to the departments or affiliates that are licensed to use the Service under this Schedule. This license shall automatically extend to include users within Business Units that are employed by affiliates of Licensee unless otherwise noted. This license shall not extend to any entity that becomes an affiliate of Licensee after the commencement of the Initial Term through a transaction or by operation of law, unless Licensor provides advanced consent in writing, which consent shall not be unreasonably withheld, delayed or conditioned.
- 3. Upon the expiration of the Initial Term, all discounts shall automatically expire. The expiration of any discount shall not be considered an increase in fees pursuant to Section 4.c of the Agreement.
- 4. Any increase in Fees expressly identified in this Schedule shall not be considered an increase in Fees pursuant to Section 4.c of the Agreement.
- 5. At Licensor's sole discretion, Licensor will issue a single non-billable network ID for use by Licensee's IT staff for the sole purpose of administering Licensee's use of the Service. This workstation may not be used as a substitute for licensing the Service or any part thereof. Licensor can terminate access to this workstation, if, in its sole but reasonable discretion, Licensee is using such workstation not in accordance with the terms herein.
- 6. Licensor may, at its sole discretion, provide unpaid trials of the Service to Licensee or its affiliates. Unless otherwise agreed to by Licensor, such trials shall be limited to thirty (30) days. For the avoidance of doubt, all such trials shall be subject to the terms of the Agreement, including without limitation terms protecting each party's Confidential Information that may be exchanged in connection with such trial.
- 7. Licensor periodically releases new versions and retires old software versions of the Service. Licensee will receive electronic notices when new software versions are released. If Licensee is using a software version that is scheduled for retirement, Licensee will receive electronic notices that an upgrade to a newer version is required. Licensee may view Licensor's new release and retirement schedule at <a href="https://support.factset.com">https://support.factset.com</a>. If Licensee fails to upgrade from a software version that is scheduled for retirement, Authorized Users will automatically lose access to the Service on the retirement date and Licensee will not receive any credits or refunds for such loss of access.



- 8. Licensee agrees that its use of Supplier content delivered by Licensor via the Service shall be subject to all additional terms and conditions applicable to such Supplier content posted at <u>www.factset.com/about/resources/thirdpartyterms</u>.
- 9. In accordance with Section 448.095(5) of the Florida Statutes, Licensor shall register with and use the E-Verify system to verify the work authorization status of new employees and sub-contractors located in the United States. For the avoidance of doubt, FactSet does not consider cloud hosting providers to be deemed sub-contractors for the purposes of this clause and as such they do not fall under the E-Verify requirements set out in this section.
- 10. Consistent with the Florida Transparency in Contracting Initiative, Licensee posts certain operational contracts on its website, and this Schedule will be one of the agreements posted. Licensor hereby agrees that Licensee is authorized to post a copy of this Schedule as redacted by Licensor and a description of the content of the Agreement on the SBA's website. At the time of execution Licensor may submit a redacted version of the agreement for these purposes.



## **Exhibit to Schedule A**

## Description of Service and Terms of Use:

## Service Name: Analytics Production Bundle

## Description of Service:

"Analytics Production Bundle" enables the licensee to utilize the below services:

Portfolio Reporting Batcher – PA3 is a service designed to automate the production of Portfolio Analysis reports on a regular, scheduled frequency. Results are delivered in Excel format. Please note that report layouts are not configured in a datafeed format and are subject to change over time.

The "PA Engine API" is a service that allows financial developers to programmatically request portfolio analytics from FactSet's Portfolio Analysis (PA) calculation engine on demand and independent of the PA desktop user interface. Licensee must have separate subscriptions to underlying analytical capabilities necessary to perform any analytics that are extracted via the PA API.

## Authorized Use Case:

700 batcher reports included in the base fee, additional tiers as outlined below.

Fees for this service are variable and based upon the following unit of measurement:

# Unit of Measurement for Subscription Tiers:

Portfolio Production Points

## Unit of Measurement - Description:

The number of Portfolio Production Points for this Service is a unit of measure calculated based on the number of times each Report (as defined below) is requested. Portfolio Production Points will be calculated based on the table below.

For the purpose of calculating Portfolio Production Points, a "Report" is defined as a series of data points or information that have been configured to produce results utilizing one of FactSet's analytics engines and is comprised of inputs such as a single portfolio and benchmark combination, currency, set of data points, and date range. The pricing provided in this Schedule contemplates the Authorized Use Case stated above. Changes in the use case, data sources, and processing complexity are subject to monitoring by Licensor and may incur additional fees. The number of points listed in this Exhibit represents the amount that may be consumed over the course of one month.

Number of Times Each Report is Requested	Number of Portfolios Production Points
1 - Quarterly Production	0.5

Quarterly volume adjustments for each Report are illustrated below:

The number of Portfolio Production Points assessed for Reports requested in between the intervals above will be measured
on a prorated basis.

1 2

4

4.5

### Usage, Timing, Review, Notice:

3 - Monthly Production

13 - Weekly Production

63 - Daily Production (5 Days per Week)

91 - Daily Production (7 Days per Week)

The cost of the service is based upon the specifications in the table below, to be measured on a calendar quarter basis. FactSet reserves the right to adjust Licensee's fees after the conclusion of each calendar quarter if usage during such calendar



quarter is not consistent with Licensee's then-current subscription level. Should a change to fees occur, FactSet will communicate this information to the Licensee before such change becomes effective. Licensee may request a summary of usage from FactSet once per month, which may be provided via a self-service portal if available.

### Commercial Framework:

Subscription Tier	Annual Service Fees - USD
(Up to) 1000	\$21,000
(Up to) 1250	\$38,500
(Up to) 1500	\$56,000
(Up to) 1750	\$73,500
(Up to) 2000	\$91,000

\*Additional tiers may be provided upon request.

The Exhibit is incorporated by reference into Licensee's Schedule A to your Licensee's Master Client License Agreement and does not stand alone as a separate contract.



In witness thereof, Licensee and Licensor have duly executed this Amendment as of the date on page 1 of this Amendment.



