

EXHIBIT A - Redacted Agreement and SOW PSS-366

SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN STARCOMPLIANCE AND THE STATE BOARD OF ADMINISTRATION OF FLORIDA

This Software License and Services Agreement (the "Agreement") is made effective as of the latest date set forth on the signature page of this Agreement ("Effective Date"), between StarCompliance Operating, LLC, a Delaware limited liability company, having a principal place of business at 9200 Corporate Blvd, Suite 440, Rockville, MD 20850 ("StarCompliance") and The State Board of Administration of Florida, a corporation having a principal place of business at 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308., ("Client"). The Schedules attached hereto are incorporated by this reference into this Agreement.

1. Licensed Program License

1.1. Rights Granted in Licensed Programs

A. License Grant. Subject to the terms and conditions of this Agreement, StarCompliance grants to Client and its Permitted Affiliates a non-exclusive, non-transferable license collectively to use the Licensed Programs solely for its or their own internal business operations, for any number of active Users not exceeding the maximum number stated in the applicable StarCompliance Product Schedule (Schedule A).

1.2. Restrictions on use of Licensed Programs

A. Client shall not reproduce, prepare derivative works based upon, distribute copies of, perform, display, make, use, or sell the Licensed Programs or the Documentation except as otherwise specified in this Agreement.

B. Client shall not reverse-engineer, disassemble or decompile the Licensed Programs, nor enable use of the Licensed Programs by more than the maximum number of active Users stated in Schedule A, nor cause or permit such acts.

C. Client shall not use the Licensed Programs for third-party training or information, commercial time-sharing, out-sourcing, rental, or service bureau use, unless otherwise agreed in Section 1.1 of this Agreement. Client shall not assign, sublicense, lease, transfer, or rent the Licensed Programs, other than as provided for in this Agreement *provided, however* that anything in this Agreement to the contrary notwithstanding, Client shall have the right to hire third party contractors to operate the Licensed Software for the sole use and benefit of Client.

1.3 Transfer and Assignment

A. No Assignment of Agreement to another Entity. Client may not assign, transfer, sub-license or delegate, without the prior written consent of StarCompliance, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. StarCompliance's consent to an assignment of this Agreement to a purchaser of all or substantially all of the assets of Client shall not be unreasonably withheld. In connection with any assignment for which StarCompliance's written consent is required pursuant to this Section, Client shall be required to guarantee any monetary obligations of the assignee. In the event of any transfer pursuant to this Section to a purchaser of Client assets, Client shall have the right to continue to use the Licensed Programs after the purchase has been consummated to the extent reasonably necessary to permit an orderly transfer of the Licensed Programs to the purchaser.

2. Implementation Services; Technical Support

2.1. Implementation Services

A. Client and StarCompliance may agree that StarCompliance will provide services for installation, implementation, training and education, operational and technical recommendations, analysis, design and general consultation ("Implementation Services") by separate work order describing the services and deliverables, signed by the parties, for the compensation set forth in Schedule A and in the work order. All provisions of this Agreement shall apply to any such work order, except that if any provision of the work order conflicts with a provision of this Agreement, the provision of the work order shall prevail.

2.2. Technical Support Services

A. Technical Support services are set forth in Schedule C and are included as part of the License Fees. Technical Support shall commence on the Effective Date.

B. Technical Support shall include all Updates issued by StarCompliance. Use of any Update with or in place of the Licensed Programs shall be fully governed by and subject to the terms of this Agreement relating to the use of the Licensed Programs.

2.3. Consulting Services

Client and StarCompliance may agree that StarCompliance will provide additional consulting services by separate work order ("Consulting Services") describing the services and deliverables, signed by the parties, for the compensation set forth in the work order. All provisions of this Agreement shall apply to such work order, except that if any provision of the work order conflicts with a provision of this Agreement, the provision of the work order shall prevail.

2.4 StarCompliance Provided Training

StarCompliance will provide ongoing training to Client's Compliance representatives following the commencement of services, with access to topical group education workshops () and unlimited access to an online knowledge base.

3. Payment

3.1. License Fees

Client shall pay StarCompliance the License Fees designated on the StarCompliance Product Schedule attached as Schedule A, according to the payment terms specified therein. Unless otherwise agreed, all payments shall be made payable in United States dollars, and shall be non-refundable except as otherwise provided in this Agreement.

3.2 Remittance

Client shall remit all payments to StarCompliance by electronic ACH or wire transfer, pursuant to written instructions provided by StarCompliance.

3.3. Past Due

Any amounts payable by Client under this Agreement which are not in dispute by Client and which remain unpaid after the applicable date such amounts are due shall be subject to late fees equal to () interest per month, calculated from the initial past due date, until such amount is paid.

3.4. Taxes

Fees stated in this Agreement do not include taxes. Client and StarCompliance shall consult from time to time as reasonably necessary to determine whether StarCompliance shall be required to collect and/or pay sales, use, property, value-added, or other federal, state or local taxes based on the licenses or services provided under the terms of this Agreement or on Client's use of the Licensed Programs. If such taxes are payable, then such taxes shall be billed to and promptly paid by Client. This Section shall not apply to taxes based on StarCompliance's income, which shall remain the responsibility of StarCompliance.

4. Term and Termination

4.1. Term

The term of this Agreement shall initiate upon the Effective Date and shall remain in effect for the period of years specified in Section 1.1 of Schedule A, commencing upon System Acceptance (the "Initial Term"). Thereafter, subject to the provisions of Section 4.2, the term of this Agreement may be extended for successive periods of one-year each in agreed to in writing by the parties.

4.2. Termination for breach

A. In the event either party defaults in any other material obligation in this Agreement ("Default"), including Client's failure to pay non-disputed fees, the non-defaulting party shall give written notice of such default. If the party in default has not cured the default to the reasonable satisfaction of the non-defaulting party within thirty (30) days of receipt of the notice (or such other time agreed to in writing by the parties), the non-defaulting party may terminate this Agreement in writing.

B. Termination of this Agreement shall not relieve Client's obligations under this Agreement with respect to the payment of all License Fees and all other fees and expenses that have accrued or that Client has agreed to pay.

5. Ownership

5.1. All right, title and interest in and to the StarCompliance Software (including all modifications, enhancements, Updates and new releases, and all materials resulting from any services provided by StarCompliance) and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, are owned by and shall remain owned by StarCompliance (or by a third party that has authorized StarCompliance to market the Licensed Programs). Client acknowledges that it does not own, and shall not acquire, any right, title or interest in these items and rights (other than the limited license set forth in Section 1 above), and that no right, title or interest to these items and rights is granted under this Agreement.

5.2. To the extent that any right, title, or interest in and to the Licensed Programs should accidentally or by operation of law be deemed to be in Client or Client's employees, Client agrees (and agrees to cause its employees) to perform any acts that may be reasonably necessary to transfer ownership of any right, title, and interest in the Licensed Programs to StarCompliance, including but not limited to the execution of further written assignments, and shall use reasonable efforts to assist StarCompliance and its representatives in securing intellectual property protection therefore in the United States and foreign countries.

6. Indemnity, Warranties, Remedies, Limitation of Liability

6.1. Warranties and Disclaimers

A. Software Warranties.

i. Ownership. StarCompliance represents that it is the lawful owner or licensee of the Licensed Programs, and has the full right and authority to grant the licenses described in Section 1.1 and on Schedule A.

ii. Non-Infringement. StarCompliance represents that as of the Effective Date, StarCompliance is not aware of any claim of infringement regarding patent, copyright, trademark, or any other intellectual property rights having been asserted against the Licensed Programs ("Infringement Claim"). StarCompliance makes no other warranty, express or implied, of the absence of Infringement Claims against the Licensed Programs, *provided however*, that nothing in this Section shall operate to limit StarCompliance's indemnification obligations under Section 6.2.

B. Services Warranty. StarCompliance warrants that its Technical Support and Consulting Services will be performed with commercially reasonable skill and care, as that standard is defined by course of dealing in the financial services industry.

The warranties specified in this Section 6 are the complete warranties between StarCompliance and Client. **ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.** Some states do not allow exclusions of implied warranties; if the above is true, the exclusions may not apply to this Agreement. The express warranties set forth above supersede all proposals, promotions, advertisements, representations or prior warranties, verbal or written, express or implied, statutory or otherwise, and any communications between the parties relating to the subject matter of these warranties not specifically incorporated into this Agreement. No representation or statement not expressly contained in this Agreement shall be binding on StarCompliance as a warranty or otherwise. This section is applicable to the fullest extent not prohibited or limited by Florida law.

6.2. Patent, Copyright and Trademark Infringement Indemnity

A. StarCompliance will defend and indemnify Client against all judgments, payments, settlements, costs and expenses, including but not limited to reasonable attorneys' fees, of third-party claims brought in the United States, to the extent resulting from charges that the Licensed Programs furnished and used within the scope of this Agreement infringe or violate a patent, copyright, trademark, or trade secret of any party in the United States or United Kingdom. Client shall notify StarCompliance in writing promptly upon becoming aware of such a claim. StarCompliance shall have sole control of the defense and all related settlement negotiations, but Client shall have the right to participate in any such proceeding at its sole cost and expense. Client shall provide StarCompliance with assistance to the extent reasonably necessary for StarCompliance to comply with its obligations under this paragraph, and StarCompliance shall reimburse Client's reasonable out-of-pocket expenses thereof.

B. StarCompliance shall have no liability for any claim based, in whole or in part, on: (a) use of the Licensed Programs outside the scope of this Agreement; (b) use of a superseded or altered release of the Licensed Programs, if the infringement would have been avoided by the use of the current unaltered release of the Licensed Programs made available by StarCompliance to Client; (c) the combination, operation, or use of any Licensed Programs furnished or authorized under this Agreement with software, hardware, or other materials not furnished by StarCompliance if such infringement would have been avoided by the use of the Licensed Programs without such software, hardware or other materials; or (d) any modification of the Licensed Programs not made or authorized in writing by StarCompliance.

C. In the event the Licensed Programs are held to infringe, or are believed by StarCompliance to infringe, a United States patent, copyright, or trade secret, StarCompliance shall have the option, at its expense, to (i) modify the Licensed Programs to be non-infringing; (ii) obtain for Client a license to continue using the Licensed Programs, or (iii) replace the Licensed Programs with non-infringing software substantially complying with the Licensed Programs' specifications without the loss of material features or functionality. This Section 6 states StarCompliance's entire liability and Client's exclusive remedy for infringement whether such action, claim or proceeding is based on breach of warranty or any other cause of action.

D. Client shall defend and indemnify StarCompliance and/or StarCompliance's employees, agents, and representatives against all judgments, payments, settlements, costs and expenses, including but not limited to reasonable attorneys' fees, of third-party claims brought in the United States or United Kingdom, to the extent such claim is based, in whole or in part, on: (a) use of the Licensed Programs by Client or any User outside the scope of this Agreement; (b) use of a superseded or altered version of the Licensed Programs if such infringement would have been avoided by use of the latest unaltered version of the Licensed Programs made available by StarCompliance to Client; (c) the combination, operation, or use of any Licensed Programs furnished or authorized under this Agreement with software, hardware, or other materials not furnished by StarCompliance if such infringement would have been avoided by the use of the Licensed Programs without such software, hardware or other materials; or (d) any modification of the Licensed Programs not made or authorized in writing by StarCompliance. StarCompliance shall notify Client in writing promptly upon becoming aware of such a claim. StarCompliance and Client shall jointly control the defense of any such claim, lawsuit or other proceeding. In no event shall Client settle any such claim, lawsuit or proceeding which results in an assignment, license or transfer of rights in the Licensed Programs or which otherwise affects StarCompliance's rights in the Licensed Programs, without StarCompliance's prior written approval.

E. This section is applicable to the fullest extent not prohibited or limited by Florida law and is not subject to the limitation of liability set forth in sections 6.2.


F. StarCompliance agrees to protect, indemnify, defend and hold harmless the Client, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to StarCompliance's breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of Schedule G or this Agreement including, without limitation, any breach of the Systems Use Agreement.

6.3. Limitation of Remedies

A. In the case of any nonconformity or defect in the Licensed Programs or services for which StarCompliance is responsible (other than Infringement Claims which are governed by Section 6.2 above), then StarCompliance shall in the following order of priority: (a) use commercially reasonable efforts to provide Technical Support, modifications, or fixes with respect to any such error or defect in a timely manner; (b) at its option replace the applicable Licensed Programs with software containing the same functionality in all material respects; or (c) credit Client with either (1) the License Fee paid by Client to StarCompliance reasonably allocable to the functionality in dispute during the current contract year, if the error or defect involves the Licensed Programs, or (2) the Implementation Service fees, the Technical Support fees, or Consulting Service fees, as the case may be, reasonably allocable to the services in dispute, if the error or defect involves that particular service.

B. Except as otherwise expressly provided herein, StarCompliance's liability for any breach of this Agreement shall be limited to direct damages, and shall in no event exceed either (i) in the case of damages relating to Client's use of the Licensed Programs, the total amount of fees paid by Client hereunder for Licensed Programs giving rise to the dispute, or (ii) in the case of damages relating to Implementation Services, Technical Support Services, or Consulting Services provided to Client in connection with the Licensed Program, the total amount of fees paid by Client for the particular service, as the case may be, performed by StarCompliance hereunder. EXCEPT TO THE EXTENT OF (I) ANY OBLIGATIONS OF INDEMNITY IN SECTION 6 ABOVE, (II) CLAIMS RELATED TO LOSS OF TANGIBLE PROPERTY OR PERSONAL INJURY, (III) CLIENT'S OBLIGATIONS UNDER SECTION 1.2, AND/OR (IV) CLIENT'S OBLIGATION TO PAY LICENSE FEES OR ANY SERVICE FEES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, REVENUE, OR DATA) ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, OPERATION, OR SUPPORT OF THE LICENSED PROGRAMS EVEN IF THE OTHER PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Notwithstanding any other provision of this Agreement:

- (i) under no circumstances shall either party be entitled to recover compensation for the value of the time of its own employees;
- (ii) 

D. Section 6.3 is applicable to the fullest extent not prohibited or limited by Florida law.

7. Confidentiality

7.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another. "Confidential Information" shall mean (a) either party's competitively sensitive materials and information which include, but shall not be limited to: (i) the Licensed Programs, (ii) the distinctive methods or procedures which StarCompliance uses in the design, development, licensing, support, or maintenance of the Licensed Programs; and (iii) the terms and pricing under this Agreement. "Confidential Information" shall also include either party's business processes and strategies, Client lists and all information clearly identified by either party as confidential ("Confidential Information"). A party's Confidential information shall not include information that, as evidenced by documentary evidence: (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) is lawfully disclosed to the receiving party by a third party without an obligation of nondisclosure to the disclosing party.

7.2. Client shall prohibit its personnel or Users from removing any proprietary or other legend or restrictive notices contained or included in any material provided by StarCompliance and Client shall not permit Client's personnel or Users to reproduce or copy any such material except as expressly authorized hereunder.

7.3. Subject to the provisions of Section 8, the parties agree to hold each other's Confidential Information in confidence as long as the party has said Confidential Information. During that period (a) neither party shall use the other party's Confidential Information for any purpose other than the implementation of this Agreement; (b) neither party shall disclose the other party's Confidential Information in any form to any third party, with the sole exception of contractor personnel, for which the party retaining the contractor accepts responsibility for assuring compliance with the terms of this Agreement; and (c) each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement.

7.4 In the event that the receiving party becomes legally compelled to disclose any of the Confidential Information, the receiving party shall provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of this Agreement, the receiving party shall furnish only that portion of the Confidential Information which it is advised by counsel, in the form of a written opinion.

7.5 Upon termination or expiration of this Agreement, upon the disclosing party's request, the receiving party shall (i) return to the disclosing party all copies of Confidential Information either supplied to, or made by, the receiving party; (ii) destroy or expunge all copies of any notes, analysis, calculations, studies or other documents containing or reflecting any Confidential Information; and (iii) certify to the disclosing party in writing signed by an executive officer of the receiving party that all Confidential Information (and any copies thereof) has been returned, destroyed or expunged. This shall be applicable to the fullest extent not prohibited or limited by Florida law.

7.6. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in any manner inconsistent with the provisions of this Agreement may cause the opposite party (the "Non-disclosing Party") irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that notwithstanding Section 9.2 of this Agreement, the Non-disclosing Party shall be entitled to seek immediate injunctive or other equitable relief to restrain such use or disclosure by the opposite party, in addition to any other appropriate remedies, from a court of competent jurisdiction in or for Montgomery County, Maryland, to the exclusive jurisdiction of which the parties irrevocably submit.

7.7 Notwithstanding anything contained herein to the contrary, StarCompliance will not use the name or logo of the Client on any materials including but not limited to print, social media, print media or anything online, and will not refer to Client for any marketing purposes whatsoever.

8. StarCompliance Information Security and Protection of Certain Client Data

In the event that StarCompliance is given access to "nonpublic personal information" regarding individual "consumers" or "customers" of Client (as each such term is defined in Section 509(4) of the Gramm-Leach-Bliley Act of 1999 ("GLB")) (collectively, "Customer Information"), then the provisions of this Section 8 shall apply.

8.1 During the term of this Agreement, both parties agree to comply with all privacy laws directly applicable to their respective businesses, including the applicable provisions of GLB.

Without limitation of the foregoing, StarCompliance shall implement appropriate security measures, policies, and procedures that meet the requirements of applicable privacy laws. StarCompliance shall maintain, with respect to all Customer Information, physical, electronic and procedural safeguards that are designed to protect against:

- (a) Anticipated threats or hazards to the security or integrity of the Customer Information; and
- (b) Unauthorized access to or use of Customer Information that could result in substantial harm or inconvenience to any customer of Client.
- (c) Unauthorized access to or use of Customer Information during its disposal, that could result in substantial harm or inconvenience to any customer of Client.

8.2 Notwithstanding anything herein to the contrary, StarCompliance shall be permitted to disclose such Customer Information as may be required by law, regulation, judicial or administrative process or in connection with litigation pertaining thereto, provided that StarCompliance first gives Client notice and a reasonable opportunity to seek an injunction to prevent the disclosure of Customer Information if Client believes that disclosure is not legally required.

8.3 StarCompliance will promptly respond to any reasonable written request by Client for assistance regarding Client's obligations with respect to Customer Information protected under this provision, including but not limited to Client's obligation for due diligence and monitoring of StarCompliance's privacy policy and Information Security Program.

8.4 StarCompliance agrees not to disclose the Customer Information governed by GLB and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003, and applicable state laws, to any party not otherwise authorized to receive Confidential Information herein except as otherwise set forth herein.

8.5 StarCompliance shall exercise reasonable care for the protection of Customer Information and other personally identifiable information pertaining to Client personnel, including current or former Users, and shall maintain reasonable data integrity safeguards against the deletion or alteration of such data. In the event that any such data is compromised, released, lost or destroyed, or there is any unauthorized intrusion into StarCompliance systems adversely affecting Client data, then StarCompliance shall notify Client within 72 hours after StarCompliance's discovery thereof and use commercially reasonable efforts to correct the matter.

9. General

9.1 StarCompliance Affiliates and Assignment

StarCompliance may assign this Agreement, or subcontract any of its obligations, to its Affiliates. Affiliates for this purpose means any present or future entity which controls, is controlled by or is under common control with StarCompliance, including an entity whose ownership is substantially the same as StarCompliance. StarCompliance may otherwise assign this Agreement, or subcontract its obligations, only with the prior written consent of Client. Client's consent to an assignment of this Agreement to a purchaser of all or substantially all of the assets of StarCompliance shall not be unreasonably withheld.

9.2 Choice of Law and Dispute Resolution. The law of Maryland shall govern this Agreement, without regard to its conflict of laws principles. The parties agree to promptly meet to attempt to resolve all disputes, claims and controversies between the parties arising out of or relating to this Agreement in good faith by the highest-ranking representative of each party who is familiar with the transactions, as well as, if a different person, a representative of each party having authority to settle the dispute without the consent of any other person.

9.3 Notices

Any notices permitted or required to be given under this Agreement shall be considered delivered on the date of hand delivery; on the date of facsimile transmission when received during normal business hours at recipient's place of business (or on the next following business day, if received outside normal business hours); or on the date of actual delivery by overnight courier delivery service, all fees prepaid, as follows:

If to StarCompliance:

[REDACTED]

If to Client:

State Board of Administration of Florida
1800 Hermitage Blvd., Ste. 100
Tallahassee, FL 32317-3300
Attn: Chief Risk and Compliance Officer
With a copy to:

State Board of Administration of Florida
1800 Hermitage Blvd., Ste. 100
Tallahassee, FL 32317-3300
Attn: General Counsel

9.4 Severability

In the event any provision of this Agreement, or portions thereof, is held to be invalid, illegal, or unenforceable, they are to that extent deemed to be omitted and the remaining provisions of this Agreement will be effective.

9.5 No Waiver

The waiver by either party of any default, breach, or right of this Agreement shall not constitute a waiver of any other or subsequent default, breach, or right.

9.6 Survival

Sections 1.2, 5 through 10, and Schedule G shall survive the termination of this Agreement.

9.7 Export Administration

If the Licensed Programs are for use outside of the United States of America, Client shall comply with all applicable export laws and regulations of the United States. Client will not, without the prior authorization of StarCompliance and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval.

9.8 Relationship between the Parties

A. StarCompliance is an independent vendor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

B. For purposes of this Agreement, Client is not an agent of StarCompliance, and Client has no express or implied authority to act on behalf of, or make any representations whatsoever on behalf of StarCompliance. StarCompliance has no right to control any activities of Client outside the terms of this Agreement. Neither party shall have the power or authority to bind the other party to any contract or obligation.

9.9 Acts of God

Neither party shall be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection, riot or terrorism, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or any cause beyond its reasonable control. Notwithstanding the foregoing, the party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and resume performance hereunder as soon as reasonably possible.

9.10 StarCompliance Personnel

With respect to StarCompliance's employees, consultants and/or subcontractors (collectively, "StarCompliance Personnel"), StarCompliance hereby warrants as follows:

A. Individual Contractor Personnel are Citizens or have Valid Immigration Status. With respect to StarCompliance Personnel, StarCompliance is in full compliance with the requirements of the Immigration Reform and Control Act (IRCA), including the requirements with regard to I-9 forms. StarCompliance 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. StarCompliance acknowledges that Client is subject to and StarCompliance agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

B. Background Checks. StarCompliance shall ensure that StarCompliance Personnel assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) before being provided access to SBA Data (as defined in Schedule G). Upon the Client's request, StarCompliance shall provide to Client an attestation that the foregoing background checks have been completed.

C. Personnel are qualified to perform the Work. StarCompliance Personnel have the proper skill, training and background to perform in a competent and professional manner the work set forth in each Statement of Work and that all services will be performed in accordance with such Statement of Work.

9.11 Entire Agreement

All Schedules attached to this Agreement are incorporated herein by reference and are expressly made a part of this Agreement. Each party acknowledges that it has read this Agreement and the Schedules attached to this Agreement, understands them, and agrees to be bound by their terms. The following Schedules are attached to this Agreement:

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| Schedule A: Licensed Programs Schedule |
| Schedule B: Change Control Schedule |
| Schedule C: Technical Support Schedule |
| Schedule D: ICE Data Services Schedule (optional) |
| Schedule E: StarCompliance Hosting Schedule |
| Schedule F: NewsEdge Data Services Schedule (optional) |
| Schedule G: Data Security Terms |

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, representations, or warranties, written or oral, concerning the subject matter of this Agreement. In entering this Agreement, neither party has relied upon any representation nor assurances of the opposite party, other than those set forth in this Agreement. This Agreement may not be modified

or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10. Change Control

10.1 The parties shall, in respect of any change, variation or amendment to this Agreement or any Work Order ("Changes"), comply with their obligations as set out in Schedule B. All Changes shall be dealt with in accordance with Schedule B.

11. Definitions

11.1 "**Documentation**" means the user guides user manuals and associated user documentation provided by StarCompliance for use by Client and Users in connection with the Licensed Programs.

11.2 "**Effective Date**" means the date on which the last of the parties to sign this Agreement executes this Agreement.

11.3 "**Licensed Program(s)**" means the object code version and the attendant Documentation for the computer software set forth in the StarCompliance Product Schedule (Schedule A).

11.4 "**Permitted Affiliate**" means any corporation, partnership or other entity that is in or under the direct control of Client, or of another Permitted Affiliate of Client, or any corporation, partnership or other entity that controls or is or under common control with Client or another Permitted Affiliate, and "control" shall exist whenever there is an ownership, profits, voting or similar interest representing at least 51% of the total interests of the pertinent entity then outstanding.

11.5 "**StarCompliance Software**" means the computer software stated in the StarCompliance Product Schedule (Schedule A), including all source code, object code, Updates, Documentation, and any works or inventions based thereon.

11.6 "**Supported Licensed Program(s)**" means Licensed Program(s) for which Client is entitled to receive Technical Support Services for the relevant time period.

11.7 "**Update(s)**" means new versions of the Licensed Programs or additions to the Licensed Programs issued by StarCompliance from time to time to its customers generally, at no additional charge other than for any applicable media, handling charges, or installation costs, if requested by Client.

11.8 "**User**" means any current or future employee, contractor or business associate of Client who has an account to use, i.e., the privilege to use, the Licensed Programs, whether or not actually using the Licensed Programs at any time. Any former User whose account has been archived is not considered a current User, unless and until restored as an active User for purposes of retrieving archived data.

11.9 "**Defect**" means a failure of the Licensed Program(s) to meet the mutually agreed and documented requirements.

11.10 "**Change**" means any change, variation or amendment to this Agreement including to the mutually agreed and documented requirements and plans.

11.11 "**Change Control Process**" means the procedure, set out in Schedule B, for consideration and agreement of a Change.

12. **Data Security Terms.** The Data Security Terms set forth in Schedule G are hereby incorporated into the Agreement.

13. **Contract Transparency.** Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information StarCompliance has specifically identified and redacted from this Agreement as set forth in Exhibit A, StarCompliance hereby agrees that the SBA is authorized to post this Agreement and a description of the contents of the Agreement on the SBA's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. With the exception of any information StarCompliance has specifically identified and redacted from any such amendment or addenda at the time StarCompliance delivers an executed counterpart of such to the SBA, StarCompliance hereby agrees that the SBA is authorized to post any such amendment or addendum and a description of the contents thereof on the SBA's website. StarCompliance hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

14. **Public Records.** StarCompliance acknowledges that SBA Data will constitute "public records" which will be subject to public access and disclosure under Chapter 119, Florida Statutes, as amended from time to time ("Chapter 119, Florida Statutes") unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, StarCompliance shall comply with Chapter 119, Florida Statutes. In particular, StarCompliance shall:

(a) Keep and maintain public records required by Client in order to perform the services under the Agreement;

(b) Upon request from Client's custodian of public records, provide Client 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 StarCompliance does not transfer the records to Client;

(d) Upon completion of the Agreement, transfer, at no cost, to the Client all public records in Star Compliance's possession or keep and maintain public records required by the Client to perform the service. If StarCompliance transfers all public records to Client upon completion of the Agreement, StarCompliance shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If StarCompliance keeps and maintains public records upon completion of the Agreement, StarCompliance shall meet all applicable requirements for retaining public records. StarCompliance shall provide all records that are stored electronically to Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client; and

(e) Notwithstanding anything contained in the Section 14 to the contrary, it is understood by and between the Parties, that StarCompliance shall keep and maintain Client's data during the term of this Agreement and thereafter, only until such time as StarCompliance has returned such data to Client in a format to be mutually agreed between the Parties. Upon transition of Client's data back to Client (with Client confirming the same), StarCompliance shall permanently delete such records from its system.

IF STARCOMPLIANCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO STAR COMPLIANCE'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, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

SCHEDULE A: STARCOMPLIANCE PRODUCT SCHEDULE

1. Description of the Licensed Programs.

1.1 License Fees. Term of this Schedule A with respect to the Licensed Programs will be [REDACTED] from System Acceptance. The following is a description of the Licensed Programs, applicable license fees, and the maximum number of Users:

| DESCRIPTION OF LICENSED PROGRAM | INITIAL YEAR LICENSE FEES | NUMBER OF USERS |
|---------------------------------|---------------------------|-----------------|
| [REDACTED] | [REDACTED] | [REDACTED] |

1.2 Payment. Licensed Program Fees for the first year shall be due and payable on the Effective Date. Licensed Program Fees for subsequent years shall be invoiced [REDACTED] in advance and shall be due and payable in full on the anniversary of the Initial Term. Fees for subsequent years shall increase by an amount equal to the lesser of the increase of the Consumer Price Index for all Urban Consumers (CPI-U) over the immediately preceding year, or [REDACTED].

1.3 Additional Users. The License Fees listed above entitles Client to use up to the stated number of active Users. Client may add additional Users for an additional fee of [REDACTED], per contract year ("Additional License Fees").

2. Hosting, Implementation Services, ICE Data Services, and NewsEdge Data Services and other services fees.

| Type | Amount | Recurrence | Payment Due |
|------------|------------|--------------|-------------|
| [REDACTED] | [REDACTED] | One Time Fee | Execution |
| [REDACTED] | [REDACTED] | Annual Fee | Execution |
| [REDACTED] | [REDACTED] | Annual Fee | Execution |
| [REDACTED] | [REDACTED] | Annual Fee | Execution |
| [REDACTED] | [REDACTED] | Annual Fee | Execution |
| [REDACTED] | [REDACTED] | Annual Fee | Execution |

Annual Services Fees for subsequent years shall be invoiced sixty (60) days in advance of the anniversary of the Initial Term date and shall be due and payable in full on the anniversary of Initial Term.

A. [REDACTED]

B. Implementation Services. The Implementation Services fee is shown in the table above and shall be furnished pursuant to separate Work Order. In addition to the Implementation Services fee, Client shall reimburse StarCompliance for all reasonable travel and other expenses (over and above normal daily expenses of working and commuting) in connection with servicers hereunder. All such travel and other expenses must be authorized by Client in writing prior to being incurred. Any reimbursed travel will be paid in accordance with Section 112.061, Florida Statutes.

C. [REDACTED]

3. Invoices for fees. Invoices for fees should be sent to Client at the following address:

Risk Management and Compliance
1801 Hermitage Blvd
850-413-1183
Soonni.raymaker@sbafla.com

1. Change Control

1.1 Principles.

A. Where Client or StarCompliance sees the need to change this Agreement or any Work Order, including but not limited to any stated assumptions, Client may at any time request, and StarCompliance may at any time recommend, such Change only in accordance with the formal Change Control Procedure set out in paragraph 1.2 below.

B. Until such time as a Change to this Agreement or any Work Order is made in accordance with the Change Control Procedure, Client and StarCompliance shall, unless otherwise agreed in writing, continue to perform per the terms of this Agreement or any Work Order prior to such Change.

C. Any discussions which may take place between Client and StarCompliance in connection with a request or recommendation before the authorization of a resultant Change to this Agreement or any Work Order shall be without prejudice to the rights of either party.

1.2. Change Control Procedure.

A. Discussion between Client and StarCompliance concerning a Change to this Agreement or any Work Order shall result in any one of the following:

- i. No further action being taken, or
- ii. A request to change this Agreement or any Work Order by Client, or
- iii. A recommendation to change this Agreement or any Work Order by StarCompliance

B. Where a request for an amendment is received from Client, or a recommendation for an amendment is made by StarCompliance, StarCompliance shall, unless otherwise agreed, submit a Change Order to Client within two weeks of the date of the request or recommendation.

C. Each Change Order shall contain:

- i. The title of the Change
- ii. The originator and date of the request
- iii. The reason for the Change
- iv. Full details of the Change
- v. The estimated StarCompliance effort required to implement and document the Change
- vi. The price, if any, of the Change
- vii. Details of the likely impact, if any, of the Change on other aspects of the Agreement or any Work Order, including but not limited to:
 - The timetable for the provision of the Change
 - The StarCompliance resources to be provided
 - The Professional Service Fees
 - The documentation to be provided
 - The training to be provided
 - Working arrangements
 - Other contractual issues
- viii. The date of expiry of validity of the Change Order
- ix. Provision for signature by Client and StarCompliance

D. For each Change Order submitted Client shall, within the period of validity of the Change Order, evaluate the change order and, as appropriate:

- i. Request further information, or
- ii. Negotiate amendments to the Change Order as appropriate, or
- iii. Sign the Change Order and return to StarCompliance, or
- iv. Notify StarCompliance of the rejection of the Change Order

E. A Change Order signed by both Client and StarCompliance shall constitute an amendment to this Agreement or any Work Order.

F. StarCompliance shall undertake work detailed in the Change Order only once the Change Order has been signed by both Client and StarCompliance.

SCHEDULE C: TECHNICAL SUPPORT SCHEDULE

1. **Description Of Technical Support Services:** Upon payment by Client of the License Fee, StarCompliance will provide the following maintenance, improvements and technical support (collectively "Technical Support Services") for the Licensed Programs. Notwithstanding anything in this Agreement to the contrary, [REDACTED]

A. Technical Support. StarCompliance offers the following technical support:

i. Hours for Real-Time Assistance. Real-time technical assistance, in the form of E-mail support, to Client between the hours of [REDACTED]

ii. Emergency Service. The emergency response service by StarCompliance for emergencies [REDACTED]

B. Error Correction and Bug Fixes. If reproducible Errors (which for purposes of the Agreement shall mean a reoccurring failure of the Supported Licensed Programs to perform as warranted in the Agreement) are found in the program logic of the Supported Licensed Programs, StarCompliance will employ commercially reasonable efforts to correct such Errors in accordance with the following:

| Priority | Classification | Fix Schedule |
|--|---|--------------|
| 1 Critical System Impact | Production use of the Licensed Program is stopped or so severely impacted that all Client users of the system cannot reasonably continue work. | [REDACTED] |
| 2 Significant System Impact | Important features of the Licensed Program are unavailable with no acceptable workaround affecting all users of the system. Production use of the Software is continuing but not stopped; however, there is serious impact on productivity and/or service levels. | [REDACTED] |
| 3 Minimal or no System Impact | Client requests information, an enhancement or documentation clarification regarding the Licensed Program, but there is no impact on the operation of the Licensed Program and the implementation or production use of the Licensed Program continues. | [REDACTED] |

StarCompliance reserves the right to invoice Client for technical support services, at its then-prevailing rates for Consulting Services, should subsequent investigation determine that the Licensed Programs were working properly and that the problems reported were caused by conditions not the responsibility of StarCompliance. Notwithstanding the foregoing, Client shall not be responsible for payment for Consulting Services unless the problems reported were caused by the Client.

C. Remote Access for Technical Support. Client shall afford StarCompliance remote access to Client's information technology systems, whenever StarCompliance reasonably determines that it requires such access for the purposes of providing Technical Support, *provided however*, that if Client declines to provide remote access, StarCompliance shall not be required to provide any Technical Support for which remote access is, in StarCompliance's reasonable judgment, necessary to perform such Technical Support, unless Client agrees to bear the professional services fees and costs of travel for StarCompliance's personnel to provide Technical Support at Client's location.

D. Updates and New Releases.

i. Standard Updates. StarCompliance will provide Client, without additional charge, all Updates, installation programs, and data conversion programs to the Supported Licensed Programs that are commercially released by StarCompliance to its general client base during the term of this Technical Support Schedule. Updates provided to Client pursuant to the terms of this Schedule C shall be considered Licensed Programs for purposes of the Agreement (and governed consistent therewith) upon delivery to Client.

ii. Custom Updates. To the extent that Updates to customized software (such as interfaces) ("Custom Updates") are required, Client shall be charged for development, installation and implementation of such Custom Updates in accordance with the terms of the Agreement governing Consulting Services. Notwithstanding anything in this Agreement to the contrary, Custom Updates will not be supported following the release of a major standard Update or release unless the Client first pays StarCompliance to perform a Custom Update to ensure that the new Upgrade or Release of the Licensed Programs will perform in conjunction with the Custom Software.

SCHEDULE D: USE OF [REDACTED]

1. Definitions.

a. [REDACTED]

2. Provision of Services.

- a. StarCompliance, under license from [REDACTED] shall provide Client with the [REDACTED].
- b. The [REDACTED], including technical support for Client's access to the [REDACTED], shall be available to Client twenty-four hours per day, seven days per week, in accordance with the terms of Schedule C to the Agreement, as may be amended from time to time.
- c. StarCompliance will endeavor to provide Client with written notice of any anticipated change [REDACTED] in the content, format, medium, or form of delivery of the [REDACTED] at least [REDACTED] prior to the effective date of the implementation of such change.

3. Non-Disclosure; Acknowledgement of Ownership.

- a. Client acknowledges and agrees that the [REDACTED] are provided to Client by StarCompliance under license from [REDACTED] and that the [REDACTED] are and shall remain the exclusive property of [REDACTED] its suppliers, and are copyrighted, trade secret and/or proprietary information of substantial value to [REDACTED] or its suppliers or their respective affiliates and third-party licensors.
- b. The [REDACTED] shall be "Confidential Information" of StarCompliance for all purposes under the Agreement. Client shall use the [REDACTED] only as is provided in § 6 of this Schedule D.

4. Term; Termination.

- a. This Schedule D shall commence on Effective Date of the Agreement and shall continue in effect in accordance with the terms of the Agreement, as amended.
- b. Termination of the Agreement shall automatically terminate this Schedule D, effective as of the date of termination of the Agreement.
- c. StarCompliance may additionally terminate this Schedule D:
 - (i) if its agreement with [REDACTED] to provide the [REDACTED] is terminated for any reason; or
 - (ii) if [REDACTED] notifies StarCompliance in writing that in [REDACTED] reasonable judgment Client is using the [REDACTED] in violation of this Schedule D, and directs that StarCompliance cease providing the [REDACTED] to Client.

5. Services Fees.

- a. Client shall pay StarCompliance an Annual [REDACTED] Fee for providing the [REDACTED] to Client of the amount specified in Schedule A, for up to the number of Users specified in Schedule A accessing, or having the right to access, the Software and Services (hereinafter the "Actual Client Users"). Client shall remit the initial Annual [REDACTED] to StarCompliance in accordance with the terms of Schedule A.
- b. If Client's number of Actual Client Users exceeds the number specified in Schedule A, so as to require payment of a higher Annual [REDACTED], then StarCompliance shall invoice Client for the increased Annual [REDACTED], prorated for the number of months of the year to which the higher fee applies.
- c. StarCompliance shall also have the right to pass through to Client any increased fees invoiced to [REDACTED] to StarCompliance, whether based upon Client's cessation of any direct contract with [REDACTED] or upon increased costs of [REDACTED] third party suppliers, or otherwise. StarCompliance shall invoice Client for any such additional Services Fee. StarCompliance will provide at least thirty (30) days notice of any such increased fees.
- d. Client shall pay StarCompliance's invoices for any such increased or additional Services Fee(s) within thirty (30) days of receipt.
- e. StarCompliance shall have the right to increase the Annual [REDACTED] in accordance with the terms of Schedule A.
- f. All [REDACTED] pursuant to this Schedule D are non-refundable.

6. Scope of License. Pursuant to this Schedule D, StarCompliance licenses Client to use, and Client agrees to use, the [REDACTED] and [REDACTED] Services solely in conjunction with the Software and Services, for its "Internal Use," as defined in this section, or as is otherwise provided in this section.

- a. For purposes of the scope of this license, "Internal Use" means use for Client's benefit generally in connection with the Software and Services. "Internal Use" does not include use by any joint venture to which Client is a party, and only includes use for the benefit of any Affiliate of a Client to the extent such Affiliate is a user of the Software and Services. "Internal Use" includes but is not limited to preparation of hardcopy reports, but expressly excludes:
 - (i) further dissemination, syndication or provision of access by Client of [REDACTED] in electronic form to any other third party;
 - (ii) the construction of products or services by Client that may compete with any of the [REDACTED] Services or with the Software and Services; or
 - (iii) use of the [REDACTED] Services or [REDACTED] for "Investment Accounting Activities", as defined in this section;
 - (iv) "Investment Accounting Activities" shall mean back office accounting functions customary in the securities industry, including but not be limited to trust accounting, fund accounting, brokerage activities, trading and settlement management and reporting, order execution, inventory control, NAV calculation and portfolio valuation for accounting purposes and general back office management of financial and operations functions;
- b. "Client User" shall mean an employee of Client who has access to [REDACTED]. For purposes of the scope of this license, the acts of any Client User shall be deemed acts of Client.
- c. StarCompliance shall have the right to make commercially reasonable efforts to verify and ensure that use of the [REDACTED] Services by Client and/or by any Client User is in compliance with the scope of this license, and Client shall cooperate in good faith with all such inquiries by StarCompliance in a timely manner.

7. Disclaimer of Warranties. NEITHER ICE, ITS SUPPLIERS NOR STARCOMPLIANCE MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS OR ANY OTHER MATTER.
8. Additional Limits of Liability.
- a. Neither [REDACTED]'s suppliers or StarCompliance shall have any liability to Client, nor to any employee of Client or third party, for errors, omissions or malfunctions in the [REDACTED] Services, other than:
 - (i) the obligation to endeavor, upon receipt of notice from Client, to correct a malfunction, error, or omission in any [REDACTED] Services; and
 - (ii) StarCompliance's obligations in accordance with service levels in Schedule C to the Agreement.
 - b. Client acknowledges that the [REDACTED] Services are intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. Client accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any of the [REDACTED] Services, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.
 - c. Client shall indemnify [REDACTED] suppliers and StarCompliance against and hold them harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand by any third party arising out of or related to the accuracy or completeness of any [REDACTED] Services received by Client, or any data, information, service, report, analysis or publication derived therefrom, unless arising from the willful misconduct or gross negligence of [REDACTED] or its suppliers. Neither [REDACTED] nor its suppliers shall be liable for any claim or demand against Client by any third party.
 - d. Neither [REDACTED] its suppliers shall be liable for (i) any special, indirect or consequential damages (even if advised of the possibility of such), (ii) any delay by reason of circumstances beyond its or their control, including acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, flood or catastrophe, acts of God, insurrection, war, riots, or failure beyond its control of transportation or power supply, or (iii) any claim that arose more than one year prior to the institution of suit therefor.
 - e. In the event that Client at any time receives [REDACTED] containing evaluations, rather than market quotations, for certain securities or certain other data related to such securities, the following provisions will apply: (i) evaluated securities are typically complicated financial instruments. There are many methodologies (including computer-based analytical modeling and individual security evaluations) available to generate approximations of the market value of such securities, and there is significant professional disagreement about which is best. No evaluation method, including those used by [REDACTED] consistently generate approximations that correspond to actual "traded" prices of the instruments; (ii) [REDACTED] methodologies used to provide the pricing portion of certain data may rely on evaluations; however, Client acknowledges that there may be errors or defects in [REDACTED] software, databases, or methodologies that may cause resultant evaluations to be inappropriate for use in certain applications; and (iii) Client assumes all responsibility for edit checking, external verification of evaluations, and ultimately the appropriateness of use of evaluations and other pricing data provided via the [REDACTED] Services in Client's applications, regardless of any efforts made by [REDACTED] in this respect.
9. Client's Indemnity. Client shall indemnify StarCompliance against and hold it harmless from any and all losses, damages, liability, costs, including attorney's fees, resulting directly or indirectly from any claim or demand by [REDACTED] suppliers or by any third party, arising from Client's failure to comply with its obligations under this Schedule D.
10. Client's Obligations upon Termination. Upon termination of this Schedule D for any reason, Client shall:
- a. cease using the [REDACTED] in connection with the Software and Services;
 - b. expunge the [REDACTED], and any items calculated from the [REDACTED], from its computer systems, other than portions of the [REDACTED] that incidentally appear in transaction records and files that Client may be required to retain under applicable law; and within ten (10) working days after termination, furnish to StarCompliance an officer's certificate stating that all copies of the [REDACTED] have been expunged or destroyed.
11. This schedule is applicable to the fullest extent not prohibited or limited by Florida law.

1. Data Center Hosting Service:
 - a. The Data Center Hosting Service provider will provide StarCompliance with a co-location footprint within its Data Center. The hosting facility will provide:
 - i. Building and Security:
 - ii. Power and Cooling:
 - iii. Connectivity:
 - iv. Fire Detection and Suppression:
 - v. Continuity:
 - vi. Logical Security:

2. Data Center Hosting Service – Business Continuity
 - i. The Hosting Service will provide StarCompliance with a secure primary co-location footprint, supported utilizing the services highlighted in Schedule E1: Section 1. Hosting Service.
 - ii. The Hosting Service will provide StarCompliance with a secure Cloud resource in terms of Business Continuity \ Disaster Recovery program. The platform is based upon an owned and supported enterprise-grade hypervisor and enterprise-grade storage solution. The environment will support the current StarCompliance production environment, enabling recovery of client services under agreed Recovery Time and Point Objectives.
 - iii. Any changes to items a and b will be reported to the client in a timely manner.

3. StarCompliance – Hosting Service (SaaS):
 - a. The Tenancy Model provisioned for the client will comprise of a:
 - i. [REDACTED]
 - ii. [REDACTED]
 - b. Access methods:
 - i. [REDACTED]
 - c. Authentication:
 - i. [REDACTED]
 - ii. [REDACTED]
 - d. Authorization: i. [REDACTED]
 - e. Encryption: i. [REDACTED]
 - ii. [REDACTED]
 - f. Capacity and Availability:
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. Availability:
 - [REDACTED]

- Note: Maintenance downtime is not included as part of the SLA Availability agreement.

4. StarCompliance – Business Continuity
 - i. StarCompliance Business Continuity will include the following framework elements:
 - i. Planning, Audit, Review
 - ii. Support
 - iii. Operations
 - iv. Performance
 - v. Improvement
 - vi. Business Continuity testing will be performed annually as a minimum.
 - ii. Operational support during a period of unexpected or unplanned service disruption to the production site will be the responsibility of StarCompliance; this will be mitigated through the transfer of Hosted Service from the Primary Data Center to the Recovery Data Center. Transfer of client services will be managed through the restoration of client data from backup.
 - i. The following StarCompliance Recovery Time and Point Objectives will apply:
 1. [REDACTED]
 2. [REDACTED]
 - ii. As part of the transfer, StarCompliance will make the relevant changes to [REDACTED].

- c. StarCompliance will perform [REDACTED]
- d. Any changes to items a, b, or c will be reported to client in a timely manner.

5. StarCompliance - Operations

- a. [REDACTED]
- b. The following operational functions will be established:
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. [REDACTED]
- iv. Additional access monitoring will apply. [REDACTED] enable client based log and event monitoring
- v. [REDACTED] will be measured
- vi. [REDACTED] will be provided by automated [REDACTED] solution using agent and agentless technologies. All [REDACTED] prior to introduction to the production site, will be evaluated, verified and tested to avoid [REDACTED]
- vii. [REDACTED] monitor local client and infrastructure activities

6. StarCompliance – Security

- a. [REDACTED]
 - i. [REDACTED]
 - ii. [REDACTED]
 - iii. [REDACTED]
 - iv. [REDACTED]
 - Role 1: Client Services
 - Role 2: Professional Services
 - Role 3: Technical Services
 - Role 4: Infrastructure
 - v. In the event of an unauthorized client data access, modification or deletion, StarCompliance will notify the client via the following channels:
 - 1. Client Services
 - 2. Relationship Management
 - 3. Incident Response Team
 - vi. [REDACTED]

7. Provision of Hosting Services. [REDACTED]

SCHEDULE F: USE OF [REDACTED]

1. Definitions.

- a. "Actual Client Users" means any officer, employee, agent, or consultant of, or any other individual authorized by, Client, accessing, or having the right to access, the Software and Services, including [REDACTED], up to the number of Users specified in Schedule A. For purposes of the scope of this license, the acts of any Actual Client User shall be deemed acts of Client. Client shall provide to StarCompliance the name and business address of each Actual Client User.
- b. [REDACTED]
- c. "Media Provider" means any third-party from which [REDACTED] has acquired the right to distribute and to grant StarCompliance the right to use the [REDACTED].
- d. [REDACTED] means data provided by [REDACTED] to StarCompliance, described in an attachment to be provided to Client from time to time upon request.
- e. [REDACTED] shall mean the provision of [REDACTED] to Client by StarCompliance, in accordance with the terms and conditions of the Agreement and this Schedule F, including but not limited to technical support for Client's access to the [REDACTED].

2. Provision of [REDACTED] Services; Availability; Access.

- a. StarCompliance, under license from [REDACTED], shall provide Client with the [REDACTED].
- b. The [REDACTED], including technical support for Client's access to the [REDACTED], shall be available to Client twenty-four hours per day, seven days per week, in accordance with the terms of Schedule C to the Agreement, as may be amended from time to time.
- c. Each Actual Client User will be issued a user account and corresponding password for access to the [REDACTED]. Client shall be responsible for each Actual Client User's compliance with this Schedule F, for all charges incurred for each and every user account and password issued to an Actual Client User, and for maintaining the security of the user accounts and passwords so issued. A user account and password may only be used by the person to whom the user account and password is issued and sharing of user accounts and passwords is strictly prohibited. In the event of loss, theft and/or unauthorized access of a user account and/or password, Client shall notify StarCompliance immediately.
- d. StarCompliance will endeavor to provide Client with written notice of any anticipated change by [REDACTED] in the content, format, medium, or form of delivery of the [REDACTED] at least thirty (30) days prior to the effective date of the implementation of such change.
- e. StarCompliance reserves the right, in its sole and absolute discretion, to replace [REDACTED] with another third party vendor in the business of providing data substantially similar to the [REDACTED] provided StarCompliance provides thirty (30) days prior written notice (including notice by email) to Client of such change. Client agrees that the terms and provisions of this Schedule F shall apply to Client and any such third party vendor, subject to amendment on substantially the same terms at such time.

3. Non-Disclosure; Acknowledgement of Ownership.

- a. Client acknowledges and agrees that the [REDACTED] are provided to Client by StarCompliance under license from [REDACTED]; and that the [REDACTED] are and shall remain the exclusive property of [REDACTED] and/or the [REDACTED], and are copyrighted, trade secret and/or proprietary information of substantial value to Acquire and/or the Media Providers or their respective affiliates and third-party licensors. [REDACTED] is a registered trademark of [REDACTED].
- b. All [REDACTED] displayed by Client or any Actual Client User in accordance with this Schedule F and the license granted hereby shall include any copyrights or other proprietary legends and protections relating to the [REDACTED] and any datelines provided by the [REDACTED].
- c. The [REDACTED] shall be "Confidential Information" of StarCompliance for all purposes under the Agreement. Client shall use the [REDACTED] only as is provided in § 6 of this Schedule F.

4. Term; Termination; Suspension.

- a. This Schedule F shall commence on Effective Date of the Agreement and shall continue in effect in accordance with the terms of the Agreement, as amended.
- b. Termination of the Agreement shall automatically terminate this Schedule F, effective as of the date of termination of the Agreement.
- c. StarCompliance, in its sole and absolute discretion, may immediately terminate this Schedule F, suspend the [REDACTED], cause the removal of any or all [REDACTED] displayed by or for Client or any Actual Client User, or replace, withdrawal and/or add sources or items of coverage included in [REDACTED], in whole or in part, upon written notification to Client (including notice by email):
 - (i) if its agreement with [REDACTED] to provide the [REDACTED] is terminated or suspended for any reason, in whole or in part, or [REDACTED] otherwise suspends, replaces, withdraws and/or adds sources or items of coverage include in the [REDACTED] for any reason;
 - (ii) if [REDACTED] notifies StarCompliance in writing (including notice by email), or StarCompliance otherwise determines in its sole discretion, that Client is using the [REDACTED] in violation of this Schedule F, or in violation or breach of any of [REDACTED] obligations to any [REDACTED]; or
 - (iii) if [REDACTED] notifies StarCompliance in writing (including notice by email) that [REDACTED] has been notified or directed by a [REDACTED] to terminate, suspend, revoke, remove, or exclude the [REDACTED] Services or any [REDACTED] role or in part, for any reason.
- d. In addition, this Schedule F and the license granted hereby shall be subject to immediate termination by StarCompliance if it is determined by StarCompliance, in its sole and absolute discretion, or StarCompliance is otherwise notified by [REDACTED] that Client or any Actual Client User:

- (i) redistributes or causes the redistribution of any [REDACTED] to any person who is not an Actual Client User, or causes the use of [REDACTED] in print, television, radio or other media (including websites affiliated with or supporting entities engaged in such news distribution) without the prior written consent of StarCompliance and/or [REDACTED];
- (ii) links the [REDACTED] to a web site, or otherwise distributes or makes available material, which is pornographic, obscene, defamatory, harassing, grossly offensive, malicious in nature, or which infringes, or potentially infringes, any intellectual or other property rights (including copyright, patent, trade-mark and trade secret rights) of any person; or
- (iii) uses or permits the use of any [REDACTED] in any way that compromises the integrity thereof or which infringes any copyrights or proprietary interests of any [REDACTED].

5. Services Fees.

- a. Client shall pay StarCompliance an [REDACTED] Fee for providing the [REDACTED] Services to Client of the amount specified in Schedule A, for up to the number of Actual Client Users. Client shall remit the Annual [REDACTED] Fee to StarCompliance in accordance with the terms of Schedule A.
- b. If Client's number of Actual Client Users increases so as to require payment of a higher Annual [REDACTED] Fee, then StarCompliance shall invoice Client for the increased [REDACTED] Fee, prorated for any partial year to which the higher fee applies.
- c. StarCompliance shall also have the right to pass through to Client any increased fees invoiced by [REDACTED] to StarCompliance, including any interest or late fees charged by [REDACTED] resulting from Client's failure to make timely payment of any Annual [REDACTED] Fee, or any communications charges borne by [REDACTED] in delivering the [REDACTED] to StarCompliance, whether based upon Client's cessation of any direct contract with [REDACTED] or any [REDACTED], or upon increased costs of [REDACTED] third party suppliers or [REDACTED], or otherwise. StarCompliance shall invoice Client for any such additional Services Fee. StarCompliance will provide at least thirty (30) days notice of any such increased fees.
- d. Client shall pay StarCompliance's invoices for any such increased or additional Services Fee(s) within thirty (30) days of receipt.
- e. StarCompliance shall have the right to increase the Annual [REDACTED] Fee in accordance with the terms of Schedule A.
- f. All [REDACTED] pursuant to this Schedule F are non-refundable.

6. Scope of License. Pursuant to this Schedule F, StarCompliance licenses Client to use, and Client agrees to use and cause to be used, the [REDACTED] and [REDACTED] Services solely in conjunction with the Software and Services, for its "Internal Use," as defined in this section, or as is otherwise provided in this section.

- a. For purposes of the scope of this license, "Internal Use" means use for Client's benefit generally in connection with the Software and Services. "Internal Use" does not include use by any joint venture to which Client is a party, and only includes use for the benefit of any Affiliate of a Client to the extent such Affiliate is a user of the Software and Services. "Internal Use" includes but is not limited to preparation of hardcopy reports, but expressly excludes:
 - (i) further dissemination, syndication or provision of access by Client of [REDACTED] in electronic form to any other third party; or
 - (ii) the construction of products or services by Client that may compete with any of the [REDACTED] Services or with the Software and Services.
- b. StarCompliance shall have the right to make commercially reasonable efforts to verify and endure that use of the [REDACTED] Services by Client and/or by any Actual Client User is in compliance with the scope of this license, and Client shall cooperate in good faith with all such inquiries by StarCompliance in a timely manner.

7. Disclaimer of Warranties; Limit of Liability.

- a. STARCOMPLIANCE, [REDACTED] AND ITS SUPPLIERS, HEREBY EXPRESSLY DISCLAIM ANY WARRANTIES FOR THE [REDACTED] AND ITS DELIVERY. THE [REDACTED] IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF THE [REDACTED] OR THE AVAILABILITY OF THE DELIVERY SERVICE, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
- b. NEITHER [REDACTED] ITS SUPPLIERS, NOR STARCOMPLIANCE SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE [REDACTED], OR THE DELIVERY OF THE [REDACTED] INCLUDING, BUT NOT LIMITED TO, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS OR DELAYS IN OPERATION, TRANSMISSION OR RECEIPT OF DATA, LOSS OF DATA, COMMUNICATION FAILURES, BUSINESS INTERRUPTION, OR LOST PROFITS, IN CONTRACT, TORT OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- c. INFORMATION CONTAINED IN THE [REDACTED] IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, STARCOMPLIANCE, [REDACTED], AND ITS SUPPLIERS, CANNOT AND DO NOT GUARANTEE THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THE [REDACTED] WHICH IS SUPPLIED ON AN "AS-IS" BASIS.

8. Additional Limits of Liability.

- a. Neither [REDACTED], its suppliers, including any and all [REDACTED], nor StarCompliance shall have any liability to Client, nor to any employee of Client or third party, for errors, omissions or malfunctions in the [REDACTED] Services, other than:
 - (i) the obligation to endeavor, upon receipt of notice from Client, to correct a malfunction, error, or omission in any [REDACTED]
 - (ii) StarCompliance's obligations in accordance with service levels in Schedule C to the Agreement.

- b. Client acknowledges that the [REDACTED] Services are intended for use as an aid to institutional investors, registered brokers or professionals of similar sophistication in making informed judgments concerning securities. Client accepts responsibility for, and acknowledges it exercises its own independent judgment in, its selection of any [REDACTED] Services, its selection of the use or intended use of such, and any results obtained. Nothing contained herein shall be deemed to be a waiver of any rights existing under applicable law for the protection of investors.
9. Indemnity.
- a. Client shall indemnify and hold StarCompliance, its officers, directors, employees, and agents, harmless from and against any and all losses, damages, liability, costs, including attorney's fees and expenses, resulting directly or indirectly from any claim or demand by [REDACTED] its suppliers, or by any third party, including all [REDACTED], arising from Client's failure to comply with its obligations under this Schedule F and/or the Agreement.
- b. Client shall indemnify and hold [REDACTED] and its suppliers, including all [REDACTED], and their respective officers, directors, employees and agents, harmless from and against any and all claims, damages, losses, liabilities or expenses, including reasonable attorney's fees and expenses, resulting from or arising out of Client's use, or unauthorized distribution, of the [REDACTED], including but not limited to alteration or modification of the [REDACTED].
10. Client's Obligations upon Termination. Upon termination of this Schedule F for any reason, Client shall:
- a. cease using the [REDACTED] in connection with the Software and Services;
- b. destroy and/or cause to be destroyed any and all [REDACTED] then in its possession or in the possession of any of the Actual Client Users and, within five (5) business days of termination, certify in writing to StarCompliance that such destruction has been completed.
11. This schedule is applicable to the fullest extent not prohibited or limited by Florida law.

SCHEDULE G

Data Terms

1. **Data Security: Client Data.** StarCompliance shall comply with either the provisions of applicable Client policies (Client Policy #20-404 Remote Access; Client Policy #20-411 Anti-Virus; and Client Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. StarCompliance will provide immediate notice to the Client of any known or suspected violation of any Client policy or industry standard. StarCompliance shall provide immediate notice to the Client in the event it becomes aware of any security breach or any unauthorized transmission or loss of any Client Data. For purposes of this Addendum, "Client Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by StarCompliance in the course of performing the Agreement and all information derived therefrom.
2. **Nondisclosure.** Client Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. StarCompliance shall hold Client Data in confidence and shall not disclose Client Data to any person or entity except as authorized by the Client or as required by law.
3. **Loss or Breach of Data.** In the event a loss (including destruction) or breach of Client Data in StarCompliance's possession is confirmed or suspected, StarCompliance will promptly perform due diligence and promptly report findings to the Client. Subject to Section 6.3 of the Agreement, StarCompliance will pay all costs to remediate and correct any problems caused by or resulting from the loss or breach (including, without limitation, the cost to notify third parties, provide credit monitoring services to third parties, and recreate lost data in a manner and on the schedule set by the Client), in addition to any other damages the Client may be entitled to by law or the Agreement. Subject to Section 6.3 of the Agreement, StarCompliance will also reimburse the Client for costs paid to any vendor for data breach response services, which may include but is not limited to security-related call centers and website activation. StarCompliance acknowledges that failure to maintain security that results in a loss or breach of Client Data may subject StarCompliance to the administrative sanctions for failure to comply with Section 501.171, Florida Statutes.
4. **Security Audits.** If Client Data will reside in StarCompliance's system, StarCompliance will conduct at StarCompliance's expense, [REDACTED]
[REDACTED]
5. **Data Protection.** No Client Data will be transmitted or shipped [REDACTED]
[REDACTED] nor will it be stored or processed in systems [REDACTED]
[REDACTED], regardless of the method or level of encryption employed. Access to Client Data shall only be available to authorized StarCompliance Representatives that have a legitimate business need. For purposes of this Addendum, "StarCompliance Representatives" means StarCompliance's officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the Client's information technology resources shall be submitted to the Client's Support and Office Services ("Help Desk") staff. With the Client's approval, StarCompliance Representatives may be granted access to Client information technology resources as necessary for fulfillment of related responsibilities, it being understood, that any delay in response from Client's Help Desk shall not be held against StarCompliance. Prior to the provision of access to Client information technology resources, StarCompliance agrees to provide StarCompliance Representatives a written copy of the Client's

SCHEDULE G

Data Terms

Systems Use Agreement in the form provided by the Client and attached as Exhibit I hereto (which may be amended by the Client from time to time in the Client's sole discretion upon providing notice to StarCompliance) (the "Systems Use Agreement"). At such time as the Client provides access to Client technology resources, StarCompliance and any StarCompliance Representative who has access to Client technology resources will be deemed to have agreed to the Systems Use Agreement (as defined above). Further, agrees to be responsible in the event any StarCompliance Representatives breach any of the terms set forth in the Systems Use Agreement. Remote connections are subject to detailed monitoring as deemed appropriate by the Client.

6. **Encryption.** [REDACTED]
7. **Specific security requirements.** StarCompliance shall not use Client Data except as permitted by the Agreement. StarCompliance has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, Client Data.
8. **Back-ups.** StarCompliance shall maintain and secure adequate back-ups of all Client Data, including, but without limitation, all documentation and programs utilized to process or access Data.
9. **Data Security Procedures.** StarCompliance shall [REDACTED] Representatives for purposes of performing the Agreement and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Agreement or the Client. [REDACTED] . ([REDACTED] which are essential to perform its intended function.)
10. **Ownership of Data.** StarCompliance shall provide to the Client, upon its request, Client Data in the form and format mutually agreed between the parties. StarCompliance will not sell, assign, lease, or otherwise transfer any Client Data to third parties, or commercially exploit Client Data, except as authorized by the Client. StarCompliance will not possess or assert any lien or other right against or to any Client Data in any circumstances. Client Data is and shall remain the exclusive property of the Client. Client Data created by StarCompliance, obtained by StarCompliance from a source other than the Client, or derived from Client Data will become property of the Client immediately upon the creation, receipt or derivation of such data, as applicable.
11. **Compliance.** StarCompliance 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 compliance with, all laws, regulations and industry standards applicable to it (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).

SCHEDULE G

Data Terms

12. **Subcontractor/Agents.** StarCompliance shall be responsible and accountable for the acts or omissions of StarCompliance Representatives to the same extent it is responsible and accountable for its own actions or omissions under this Addendum. StarCompliance agrees to impose the requirements of this Addendum on all StarCompliance Representatives assisting in the performance of the Agreement.
13. **Right to Audit.**
- a. During the term of the Agreement and for a period of five (5) years after the expiration or termination of the Agreement, the Client shall have the right to have any person or entity designated by the Client, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to the Agreement and/or the subject matter of the Agreement (the “**Records**”). In the event such right is exercised and upon no less than thirty (30) business days’ prior written notice by the Client, StarCompliance agrees to permit reasonable access to its premises and the Records during StarCompliance’s normal business hours. The Client shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of the Agreement and for a period of five (5) years after the expiration or termination of the Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of Records), StarCompliance shall maintain and retain the Records, at its sole expense; provided however, that StarCompliance will not maintain Client Data for such period but will instead return Client Data to Client upon termination. In the event the Client and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the five (5)-year access and/or retention periods described herein, then this Section 14 shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the Client’s or the Client designee’s reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 13 may include, without limitation, StarCompliance’s compliance with the terms of the Agreement, compliance with any applicable foreign, federal, state and/or local law or regulation and an assessment of risks and controls.
 - b. StarCompliance shall use commercially reasonable efforts to cooperate with the Client and any person or entity designated by the Client in connection with any inspection, review and/or audit under this Section 13 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the Client and/or its designees. StarCompliance shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to StarCompliance by the Client and/or its designees, and StarCompliance shall provide a copy of all such responses to the Client. StarCompliance acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the Client.
 - c. Client shall bear the costs of any inspection, review and/or audit described in this Section 13.

SCHEDULE G

Data Terms

14. **Business Continuity Plan/Disaster Recovery.** StarCompliance has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Agreement. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested [REDACTED] that the recovery strategies, requirements and protocols are viable and sustainable. StarCompliance shall provide [REDACTED]

[REDACTED] In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) StarCompliance's provision of services under this Agreement, StarCompliance will promptly notify the Client of the disruption and the steps being taken in response.

Exhibit I to Schedule G
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

The undersigned (“**User**”) enters into this Systems Use Agreement (this “**Agreement**”) in consideration of the provision to User of access to information technology resources of the State Board of Administration of Florida (the “**SBA**”).

1. The following terms are defined as follows:
 - a. “**Chapter 119, Florida Statutes**” means Chapter 119 (Public Records), Florida Statutes, as amended from time to time.
 - b. “**SBA Account**” means any set of system access credentials (e.g., a user ID and password) provided by the SBA.
 - c. “**SBA Data**” means all information accessed, created, maintained, obtained, processed, stored, or transmitted using any SBA Account or SBA Systems and all information derived therefrom.
 - d. “**SBA Systems**” means any of the following:
 - i. Any desktop, laptop, server, or other information technology resource (whether physical or virtual) under the administration or ownership of the SBA, wherever located;
 - ii. All business applications, including any related data, system services and functions provided by or under the administration or ownership of the SBA.
2. SBA Data is and shall remain the exclusive property of the SBA. User shall use SBA Data solely for authorized purposes. SBA Data created by User, obtained by User from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.
3. SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. User shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law.
4. User does not have a right to privacy regarding any activity conducted using the SBA Systems. The SBA can review, read, access or otherwise monitor all activities on the SBA Systems or on any other systems accessed by use of the SBA Systems, and purge any or all information on the SBA Systems. The use of a password does not create a right to privacy in the SBA Systems.
5. Only persons who are authorized by the SBA may use SBA Systems. User shall not share SBA Account credentials with any other person, including but not limited to sharing of credentials with other authorized users. User shall immediately change User’s password should it become known by any other person.
6. User shall not make copies of applications running on SBA Systems for use at home, on laptops, or for any other reason, without SBA authorization. User shall not import, download, copy or store SBA Data (including without limitation, emails) onto non-SBA owned devices without SBA authorization. User shall not import, download, copy, or store copyrighted material without permission from the copyright owner.

Exhibit I to Schedule G
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

7. If User accesses the SBA network remotely, User shall do so only on devices with industry standard, supported anti-virus software installed. This software must be active, be scheduled to perform virus checks at regular intervals, and have its virus definition files kept up to date.
8. User shall not install any applications, programs, applets, or snap-ins on any SBA equipment.
9. User shall not access (or attempt to gain access to) any SBA Account or SBA System other than that to which the User is authorized.
10. User shall not use any SBA Account or SBA System to transmit, distribute, or store content or materials in a manner that violates SBA policies, U.S. state and federal laws, the laws of jurisdictions outside of the U.S., or the terms of this Agreement.
11. User shall comply with the provisions of applicable SBA policies, as amended by the SBA from time to time, including SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus.
12. If User becomes aware of (or suspects there may have been) any violation of this Agreement, User shall contact the SBA Support and Office Services (“**Help Desk**”) at 850-413-1100 to report the situation.
13. User understands the provisions of this Agreement. User understands that violation of this Agreement may lead to penalties imposed by U.S. state and federal laws, and/or the laws of jurisdictions outside of the U.S.
14. User agrees to protect, indemnify, defend and hold harmless the SBA, its trustees, officers and employees from and against any and all costs, claims, demands, damages, losses, liabilities and expenses (including reasonable counsel fees and expenses, and investigation, collection, settlement and litigation costs) resulting or arising from or in any way related to User’s breach of data security, negligent acts or omissions, fraud, willful misconduct, violation of law, or breach of this Agreement.
15. User acknowledges that SBA Data will constitute “public records” which will be subject to public access and disclosure under Chapter 119, Florida Statutes unless such records are exempt from disclosure under Chapter 119, Florida Statutes. To the extent applicable, User shall comply with Chapter 119, Florida Statutes. In particular, User shall:
 - (a) Keep and maintain public records required by the SBA in order to perform the services under any applicable contract for services with the SBA (“**Contract**”);
 - (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;

Exhibit I to Schedule G
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT

(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 Contract and following completion of the Contract if User does not transfer the records to the SBA; and

(d) Upon completion of the Contract, transfer, at no cost, to the SBA all public records in User's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If User transfers all public records to the SBA upon completion of the Contract, User shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If User keeps and maintains public records upon completion of the Contract, User shall meet all applicable requirements for retaining public records. User 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 USER HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO USER'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com**

16. This Agreement and any and all exhibits, schedules and enclosures attached hereto, which are incorporated into the Agreement by this reference, constitute and embody the entire agreement and understanding of User and the SBA with respect to the subject matter hereof, supersede any prior or contemporaneous agreements or understandings with respect to the subject matter hereof, and, unless otherwise provided herein, cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of User and the SBA.
17. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of law principles. Any proceeding to resolve disputes regarding or arising out of this Agreement shall be conducted in the state courts located in Leon County, Florida, and User hereby consents to the jurisdiction and venue of those courts.

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**Exhibit I to Schedule G
STATE BOARD OF ADMINISTRATION
SYSTEMS USE AGREEMENT**

IN WITNESS WHEREOF, the undersigned "User" hereby agrees to the provisions of this Agreement, as of the Effective Date set forth below.

USER:

Printed Name

Signature

Effective Date

Attachments: SBA Policy #10-400 Acceptable Use, SBA Policy #10-504 Passwords, SBA Policy #10-422 Email Communications/Internet Access Policy, SBA Policy # 20-404 Remote Access and SBA Policy #20-411 Anti-Virus

STATEMENT OF WORK NUMBER: PSS-366

CLIENT NAME: State Board of Administration of Florida - SBAFLA
("Client")

Statement of Work (SOW):

As part of the Services provided pursuant to this Statement of Work, StarCompliance will provide and configure a new StarCompliance hosted instance of the StarCompliance software referred to as the Licensed Programs in the Agreement.

The scope of this SOW is to cover the implementation services.

Further details of the services are set forth below:

1. Project Objectives

- A. Setup StarCompliance hosted site(s) with the latest version of the StarCompliance Software.
- B. Conduct requirements session(s) and create Client Configuration Requirements Matrix.
- C. Configure the STAR application as specified in the Client Configuration Requirements Matrix.
- D. Provide setup services for reference data feeds, external master data services and data import/export as required.
- E. Provide implementation services and User Acceptance Testing ("UAT") support.
- F. Provide training and materials to assist in training exercises.

2. Scope

A. In Scope

- i. Configuration of:
 1. Personal Account Dealing Pre-Clearance and Surveillance
 2. Private Investments
 3. Documents, Attestations, and Certifications
 4. One each of Initial, Quarterly, and Annual certification
 5. Mobile Application
 6. Alerts related to the above product lines and file imports
 7. Standard Reporting
 8. Data Retention Archiving and Destruction
 - a. Personal Account Dealing Records
- ii. Technical Integrations:
 1. Client Data Feeds/ File Imports
 - a. Restricted List
 - b. Client Trade/ Blackout List
 2. [REDACTED]
 3. [REDACTED]
 - a. Employee Insider Trading
 - b. Firm Insider Trading
 4. Configuration of Single Sign On
 5. Setup of up to [REDACTED] supported broker feeds

B. Out of Scope

- Any other product line or service which is not explicitly mentioned above as in scope.

3. Implementation Services and Deliverables

A. Configuration Requirements

StarCompliance will conduct one or more requirements gathering session(s) and document the configuration requirements (the "Configuration Requirements Matrix") for acceptance of the implemented Client site. The Configuration Requirements Matrix will focus on any product lines that are in scope of this SOW. Client will provide sign-off of the Configuration Requirements Matrix by signing the Requirements Acceptance Certificate.

B. Project Plan

StarCompliance will produce a high-level implementation plan ("Project Plan") that is mutually agreed to between the parties.

The implementation services will be carried out in one phase.

C. Site Installation

StarCompliance will install and deploy the Client production site and testing site within the StarCompliance hosting infrastructure. The locations as of the date of this SOW are:



D. Site Configuration

StarCompliance will provide a configured system as specified in the Configuration Requirements Matrix ("Site Configuration").

E. StarCompliance Provided Training

StarCompliance will provide in the context of the training:

- Up to [REDACTED] hours of StarCompliance provided training for a maximum of [REDACTED] Client Compliance representatives to introduce Compliance/ System Administrators to the general system navigation, user management focusing on the delivered product lines and configuration
- StarCompliance experienced trainer(s).
- The format, location, and timing of training will be agreed as part of the project planning. Training will be completed remotely.

F. User Acceptance Testing

It is the responsibility of Client to produce the User Acceptance Test Plan ("User Acceptance Test Plan"), which will contain details of the tests that will be carried out in order to confirm that the site configuration performs in accordance with the Configuration Requirements Matrix. Client will have

■ business days to complete User Acceptance Testing ("User Acceptance Testing Period"). StarCompliance will provide guidance to Client regarding creation of acceptance criteria and will review Client test plan and associated test scripts upon request. Client will provide sign-off upon completion by signing the User Acceptance Testing Certificate.

G. System Deployment

Following completion and sign off of User Acceptance Testing, StarCompliance will deploy the final configuration to Production ("System Deployment").

H. Production Validation & System Acceptance

Client will have ■ business days following System Deployment to validate any configuration and data in the production site ("Production Validation") and to provide System Acceptance ("System Acceptance") by signing the System Acceptance Certificate. The system is considered accepted by Client upon (i) signature of the System Acceptance Certificate or (ii) upon activation of the first set of employee users (whichever comes first).

4. Integration Deliverables

A. Client Data Migration and Implementation

It is the responsibility of Client to develop the logic, tools and processes for the extraction, transformation and provision of all data required to support the Configuration Requirements Matrix. StarCompliance will provide Client with the format specifications and minimum necessary required information for any data being sent to StarCompliance. The minimum necessary data is a dependency on the migration or import of any data to StarCompliance. Client and StarCompliance will mutually agree when data is ready for production. Only data agreed as in scope will be migrated per the timeline agreed in the Project Plan. StarCompliance will complete integration testing prior to handover to Client for system validation. Timing of testing will be agreed per Project Plan.

B. Broker Feed Implementation

Client will pursue the necessary agreements between Client and the Broker/Dealers to initiate or migrate required broker feeds. StarCompliance will setup the infrastructure for the receipt and processing of existing supported brokers. Establishment of broker feeds will be subject to Broker time schedules as to the creation or migration of the feeds to StarCompliance. Delays or scheduling by the Brokers are not a factor for StarCompliance System Acceptance and cannot be considered as criteria for System Acceptance; The StarCompliance system can go live without broker data, and this can be added subsequently.

5. Assumptions & Risks

A. Provided Resources

StarCompliance will provide ■ resources as required to complete the project.

B. Compliance Management Structure

Policies and operational controls are managed by a single central compliance function.

C. Policy Status

The Client's compliance policies and processes pertaining to the scope of the implementation are published, and no major changes are planned prior to, or during the implementation phase.

6. Implementation Timeline

A. Project Start

All work under this Statement of Work will commence within [REDACTED] after signature of this SOW ("Project Start Date") and as agreed between the Parties.

B. User Activation

All users will be activated in a single wave. Client will schedule the activation of its users on a mutually agreed upon date, not to exceed two weeks past the date of System Acceptance.

C. Project Exit

The System Acceptance and Support Transition is expected to complete [REDACTED] following the Project Start date, at which point the implementation will be considered concluded. Client commits to providing adequate resources to complete the Project within this timeframe. All StarCompliance resources assigned to the project will be released no later than [REDACTED] after System Acceptance, [REDACTED] after the activation of the first set of users, [REDACTED] after the project start date (whichever comes first) unless otherwise agreed in writing between the Parties ("Project Exit Date").

D. Support Transition

[REDACTED] after System Acceptance, or [REDACTED] after the activation of the first set of users (whichever comes first), Client will transition to the StarCompliance Support and Relationship Management team as the primary contacts for all ongoing assistance and inquiries ("Support Transition").

7. Change Control

Any material changes to (i) the agreed upon Configuration Requirements Matrix; (ii) project milestones; (iii) Implementation Scope; (iv) deliverables; (v) timelines; (vi) rollout schedules will be managed via the Change Control Procedure detailed in Schedule B of the Agreement.

8. Implementation Service Fees

The total fixed professional services fees are [REDACTED] subject to the scope, deliverables and assumptions contained herein.

| Payment Milestone | Fees payable (USD) |
|---|--------------------|
| SOW Execution | [REDACTED] |
| Total Professional Services Fees | [REDACTED] |

By signing below Client and StarCompliance acknowledge acceptance of this Statement of Work. StarCompliance will invoice Client for the above fees upon confirmation that the relevant payment milestones have been achieved as set forth above. Payment is due per the terms of the Agreement.

This Statement of Work is governed by and incorporated by reference, into the terms and conditions of the Software License and Services Agreement and all schedules and exhibits attached thereto (collectively, the "Agreement") between SBAFLA ("Client") and StarCompliance Operating, LLC ("StarCompliance") dated May 10, 2021. Client and StarCompliance may each be referred to as "Party" or collectively as "Parties". In accordance with the terms and conditions of the Agreement, this SOW is incorporated therein by reference. To the extent the terms and conditions of the Agreement conflict with the terms and conditions of this SOW, the terms and conditions of the SOW govern. The Parties may, in a writing signed by the Parties, amend the terms of the SOW without amending the terms of the Agreement.

The SOW and associated costs are valid for a period of 30 days from the date the proposed SOW or any amendments thereto are issued.