

**CONTRACT FOR MODELING SERVICES FOR RATEMAKING AND POST EVENT LOSS  
ESTIMATES FOR THE FLORIDA HURRICANE CATASTROPHE FUND BETWEEN  
MOODY'S ANALYTICS, INC.  
AND THE STATE BOARD OF ADMINISTRATION OF FLORIDA**

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This Contract is made as of November 1, 2025, by and between the State Board of Administration of Florida (the "SBA"), which administers the Florida Hurricane Catastrophe Fund (FHCF) and Moody's Analytics, Inc. (Moody's or "Modeler").

WHEREAS, in developing the premium formula for the FHCF, the SBA must "to the extent feasible, employ actuarial methods, principles, standards, models, or output ranges found by the [Florida Commission on Hurricane Loss Projection Methodology] to be accurate or reliable." (s. 627.0628(3)(c), F.S.), and

WHEREAS the SBA issued a Request for Quote (RFQ) on April 1, 2025, for Modeling Services for Ratemaking and Post Event Loss Estimates to the FHCF, and

WHEREAS Moody's responded to the RFQ and was selected to provide Modeling Services for Ratemaking and Post Event Loss Estimates to the FHCF, and

WHEREAS the SBA desires to obtain the services of the Modeler and Moody's is willing and able to provide Modeling Services for Ratemaking and Post Event Loss Estimates, as set out in this Contract.

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties agree as follows:

1. TERM. —This contract takes effect on November 1, 2025, and terminates on October 31, 2030, unless extended in writing by mutual agreement of the parties or terminated according to paragraph 7.

2. SERVICES. —Moody's will provide the services set forth in Schedule A to this Contract and will carry out the terms and conditions of this Contract as set forth herein. These services will consist primarily of hurricane modeling services as set forth in Schedule A, which is attached hereto and incorporated into this Contract by reference. In addition, Moody's hereby authorizes the SBA's reinsurance broker to provide aggregate information from its reinsurance placement support analysis for use in FHCF ratemaking.

3. COMPENSATION. —Moody's shall be paid the compensation specified in Schedule A for the services specified in Schedule A at the time and in the manner specified therein. Moody's is not entitled to compensation for any work that does not materially conform with Schedule A.

4. ADDITIONAL SERVICES. —Upon mutual agreement of the parties, Moody's may perform other services for the SBA or FHCF as requested by the SBA in writing. The scope of the services and the compensation shall be agreed upon between the parties before such additional services are rendered.

5. ORGANIZATIONAL AND RESOURCE CHANGES. — Moody's must notify the SBA at its earliest reasonable opportunity of any organizational or resource changes that materially affect Moody's provision of the services. After reviewing the changes, the SBA may request a renegotiation of the fees and/or terms of this Contract if the SBA determines that a renegotiation is required to address adverse impacts on the quality of services.

6. CONFIDENTIALITY. —

a. To the extent permitted by state and federal law, Moody's and the SBA will hold all records provided by Moody's relating to the FHCF as confidential data and information and will not release them to third parties other than Paragon Strategic Solutions, Inc. ("Paragon") which provides administrative and actuarial services to the FHCF. As used in this paragraph, the term "third parties" includes, but is not limited to, business affiliates, subsidiaries, or the parent corporation, if any, of Paragon. Nothing in this Contract is intended to supersede or modify the requirements of the public records provisions of Chapter 119, Florida Statutes, or the trade secret protections provided in sections 688.002, Florida Statutes.

b. The data and information provided by Moody's to the SBA and Paragon are obtained for the purposes of producing the FHCF premium formula under section 215.555(5), Florida Statutes, documenting that process, and supporting such additional analyses as may be requested by the SBA, and also for use in connection with Additional Services provided for in paragraph 4. The SBA agrees that none of the data or information provided by Moody's pursuant to this Contract may be used directly or indirectly for any other purposes. The data and information may not be released to any employees of Paragon or its affiliates other than Paragon employees working directly in support of the FHCF and may be used by those employees only in support of the FHCF. Excluding any mandatory disclosures under Florida public records laws, the SBA agrees not to share any of the data or information provided by Moody's pursuant to this Contract with any third party.

c. The SBA and Moody's agree that loss frequency and severity information provided by Moody's, including such information in summarized form when used as part of the ratemaking documentation process, is confidential as described in subparagraphs 6.a. and 6.b.

d. The confidentiality provisions and limitations on the use of information specified in this paragraph do not apply to data or information that is not otherwise confidential under the public records provisions of Chapter 119, Florida Statutes, or the trade secret protections provided in sections 668.002, Florida Statutes, and:

- (i) is in or becomes part of the public domain.
- (ii) was in possession of the SBA prior to receipt from Moody's or was in possession of Moody's prior to receipt from the SBA.
- (iii) is compelled to be disclosed by law or pursuant to an order or requirement of a court, administrative agency, or other governmental body, without restrictions on subsequent use or disclosure, provided that the receiving party notifies the disclosing party promptly upon receipt of such order or requirement and in any event

prior to such disclosure (unless such notification would be unlawful) to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

(iv) was lawfully disclosed to Moody's by a third party having the right to make the disclosure.

e. This section does not affect Moody's ownership rights as to administrative records, pre-existing intellectual property, or intellectual property developed by Moody's unrelated to the scope of services under this Contract.

7. TERMINATION. —This Contract may be terminated, with or without cause, at the election of either party upon 60 days' advance written notice. Termination of this Contract does not affect the right of either party to bring an action against the other with respect to the Contract. In addition to any other provisions for termination of this Contract, the SBA may unilaterally and immediately terminate this Contract upon the insolvency or bankruptcy of Moody's.

8. INSTRUCTIONS FOR THE FURNISHING OF INFORMATION. —All information required by this Contract to be provided to Paragon shall be sent by email to [FHCFModeler@sbafla.com](mailto:FHCFModeler@sbafla.com).

9. SBA DISCRIMINATION AND HARASSMENT PREVENTION AND COMPLAINT PROCESS POLICY. —Moody's hereby affirms its receipt of SBA Policy No. 10-254, Discrimination and Harassment Prevention and Complaint Process Policy, from the SBA and hereby agrees to avoid harassment, as that term is defined in Policy No. 10-254, of any individual whom Moody's comes into contact with while working on matters pursuant to this Contract.

10. SBA COMMUNICATIONS, EXTERNAL AFFAIRS, AND SOCIAL MEDIA POLICY. —Moody's hereby affirms its receipt of SBA Policy No. 10-004, Communications, External Affairs, and Social Media Policy, from the SBA. Moody's agrees that it shall comply with the Communications, External Affairs and Social Media Policy, and such modifications to the policy as may be provided to Moody's from time to time, to the fullest extent that the Communications, External Affairs, and Social Media Policy applies to Moody's. All communications from external parties regarding the SBA or the SBA's affairs are to be referred to the SBA's Director of External Affairs. This paragraph shall not prevent Moody's from telling external parties that it provides Modeling Services for Ratemaking and Post Event Loss Estimates to the FHCF.

11. CONFLICTS OF INTEREST. —

(a). Moody's and the SBA acknowledge the existence of the potential for a conflict of interest between Moody's duties under this Contract and Moody's other business activities or those of its subsidiaries. Moody's shall exercise its obligation and responsibilities to the SBA with a continuing awareness of the possibility of a conflict of interest.

(b). Moody's agrees to promptly notify the SBA should a conflict of interest, arise between its duties under this Contract and Moody's other business activities or those of its subsidiaries. Moody's shall promptly provide information regarding any such situations as requested by the SBA.

(c). The fact that Moody's or its subsidiaries may provide services to one or more FHCF participants shall not in and of itself require disclosure pursuant to this paragraph.

(d). The disclosures required pursuant to this paragraph shall be made in good faith and to the best of Moody's ability.

12. FLORIDA INDEMNIFICATION AND LIMITATION OF REMEDY. —

(a). Moody's shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the SBA and its officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees and costs, arising from or relating to bodily injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors during the provision of the services, provided, however, that Moody's shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the SBA. Moody's shall fully indemnify, defend, and hold harmless the SBA from any third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees and costs, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to (i) the SBA's misuse or modification of Moody's products, (ii) use of other than the then-most recent version of Moody's products provided to Client the use of Moody's products not contemplated by this Contract.

(b). Moody's indemnification obligations under subparagraph (a) above with respect to any legal action is contingent upon the SBA giving Moody's written notice of any action or threatened action, the opportunity to take over and settle or defend any such action at Moody's sole expense, and assistance in defending the action at Moody's sole expense. Moody's shall not be liable for any cost, expense, or compromise incurred or made by the SBA in any legal action without Moody's prior written consent which shall not reasonably withheld.

(c). Except for Moody's gross negligence, willful misconduct or fraud, Moody's total liability and SBA's exclusive remedy under or related to this Contract is limited to direct money damages not exceeding the amount paid by the SBA to Moody's under this Contract during the 12 months preceding the event or circumstance giving rise to such claim.

(d). In no event will Moody's be liable for incidental, special, or consequential damages, including lost revenues or profits, even if Moody's has been advised of the possibility of such damages. Further, in no event will Moody's be liable by virtue of this Contract for any claim made by any third party related to the modeling services or other services performed under this Contract.

(d). Notwithstanding any other provision of this Contract, the SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. (For the avoidance of doubt, the SBA does not agree to arbitration). See Florida Attorney General Opinion 85-66, dated August 23, 1995. This paragraph shall be enforced to the fullest extent permitted under Florida law.

13. NOTICES. —All notices required under this Contract, except notices of termination, may be made by e-mail, U.S. Mail or by a commercial delivery service such as United Parcel Service or Federal Express. Notices of termination shall be in writing and sent by certified mail to the other party. Notices to the SBA which are mailed are to be addressed as follows:

Florida Hurricane Catastrophe Fund  
State Board of Administration of Florida  
P.O. Box 13300  
Tallahassee, FL 32317-3300

Notices to the SBA which are delivered by commercial delivery service are to be addressed as follows:

Florida Hurricane Catastrophe Fund  
State Board of Administration of Florida  
1801 Hermitage Blvd., Suite 100  
Tallahassee, FL 32308

Notices to Moody's which are mailed or delivered by commercial delivery service are to be addressed as follows:

General Counsel  
Moody's Analytics, Inc.  
7 World Trade Center  
250 Greenwich Street  
New York City, NY 10007

14. SEVERABILITY. —If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and this Contract shall be construed and enforced as if such provision had not been included.

15. DUE DATE. —If any due date in Schedule A or Appendix B falls on a Saturday, Sunday, or legal State of Florida or federal holiday, then the actual due date will be the day immediately following the applicable date which is not a Saturday, Sunday, or legal State of Florida or federal holiday.

16. ENTIRE UNDERSTANDING. —This Contract, including Schedule A and Appendix B incorporated herein, embody the entire understanding of the parties, supersedes any prior agreements or understandings with respect to the subject matter hereof, and cannot be altered, amended, supplemented, or abridged or any provisions waived except by written agreement of the parties as herein provided.

17. APPENDIX B. – (General Terms and Conditions) is attached hereto and incorporated by reference into this Contract. In the event of a conflict between this Contract and Appendix B, the terms of Appendix B will prevail and control.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:



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**SCHEDULE A  
SERVICES AND COMPENSATION**

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For all services under this Contract, Moody's must use the most current hurricane model found acceptable by the Florida Commission on Hurricane Loss Projection Methodology at the time services are performed to be accurate and reliable. For ratemaking analysis, Paragon will provide Moody's with data detailing the FHCF's hurricane exposure as of June 30 of the most recent FHCF Contract Year reported, with values trended to June 30 of the following year. This data will be aggregated by type of business, ZIP Code, construction, and year of construction. Further, Paragon will provide Moody's with exposure values and deductible codes for each record. Analyses and services to be performed by Moody's on behalf of the FHCF and the payment for such services are set forth as follows:

**Base Services:**

Provide event set assuming per occurrence policy deductibles, including:

(1) Provide an explanation of how Moody's will use the characteristics of the catastrophe model to analyze the FHCF data. This explanation will include:

- (a) verification of ZIP Codes for which loss costs will be submitted; and
- (b) a mapping of FHCF construction classes to Moody's construction classes; and
- (c) confirmation that deductibles will be modeled correctly.

The details of these and other issues to be addressed are to be included by Moody's in a Modeling Specification Document provided by Paragon. The Modeling Specification Document will include an Explanation of Codes in the FHCF Exposure Data section.

(2) Provide modeled insured losses (net of actual deductibles, capped at policy limits) by event and by type of business. Reported policy deductibles shall be treated as per-occurrence deductibles. Results shall be in the form of a file detailing loss amounts by event and shall include, at a minimum:

- (a) For each event:
  - 1. An event identifier.

2. The probability of this event occurring in any given year, or if losses are simulated by years, then the simulation year.
3. Mean loss amounts for each event and for each FHCF type of business (e.g., Commercial Residential, Residential, Mobile Home, etc.).

(b) For the modeling run:

1. Control totals: Average annual insured total losses and loss costs per \$1,000 exposure by FHCF type of business; and
2. Comparison of control totals to the prior year's control totals with explanations of type of business loss costs changes that exceed +/- 5 %; and
3. Copy of model input exposure base data module (EDM). The EDM must be delivered through an appropriate secure method. The EDM is the intellectual property of Moody's. The parties acknowledge and agree that this Contract does not grant to the SBA, Paragon or the FHCF any license or right of any nature with respect to any intellectual property of Moody's or software or other tool made available to the SBA, Paragon or the FHCF by Moody's.
4. Exhibit of modeled values of specified historical events.

FHCF exposure data will be provided to Moody's and modeling results shall be sent to Paragon according to the dates in the table in paragraph (7) below.

**Additional Services:**

(3) Provide loss costs by ZIP Code, deductible, construction type, and FHCF type of business for all FHCF rating cells. Reported policy deductibles shall be treated as per occurrence deductibles. Loss costs for rating cells with no exposure shall be included as 0.00 (i.e. not a blank cell). Loss costs shall be presented in separate files for each deductible, with all deductible files included as tabs in a single spreadsheet for each FHCF type of business. Moody's shall model deductibles as described by Paragon in the Modeling Specification Document. For locations with additional living expenses coverage included, the modeled deductible shall apply only to the sum of losses to building, appurtenant structure, and contents coverages. Rows of loss costs shall be for a single ZIP Code (in numerical order) and columns of loss costs shall be for a single construction type (in numerical order). Loss costs for each FHCF type of business shall be placed in separate files or may be combined as separate columns in a single deductible file (for example, placing all 2% deductible loss costs in a single file). The actual deductible and layer combinations required are:



<b>Deductible</b>	<b>Basis of Loss Cost Calculation</b>
A. Base deductibles (one for each FHCF type of business)	Losses to the excess layer
B. Each rated deductible (between 7 and 12 deductibles for each FHCF type of business; each is either a flat dollar amount or a percentage of one of the coverages)	Gross losses

The construction types and deductibles to be modeled, the identification of the base deductible for each type of business, and the retention and limit of the excess layer will be provided by Paragon in the Modeling Specification Document.

All ZIP Code level modeled loss costs shall be sent to Paragon according to the dates in table (7) below.

(4) Provide control totals for these loss costs in the form of average annual insured loss amounts for each deductible, layer basis and type of business combination. These totals shall be sent to Paragon according to the dates in table (7) below.

(5) Provide to the SBA or Paragon, as requested:

(a) Verification that the FHCF exposure data were modeled properly.

(b) Explanation of the modeled results in order to accurately and appropriately convert the modeled results into FHCF rates.

(c) Make appropriate adjustments to the modeled results in order to produce actuarially sound rates for the FHCF.

**Post Event Loss Estimates:**

(6) For a hurricane that makes landfall or is otherwise identified by the SBA as causing damage in Florida, Moody's shall provide at the request of the SBA:

(a) Within two business days after the SBA notifies Moody's that a hurricane has been identified by the SBA causing damage in Florida, Moody's shall provide an initial estimate of the minimum, the expected, and the maximum insured gross losses from the hurricane for FHCF exposures. Moody's may provide estimates

based on similar stochastic events or simulated event sets. Moody's shall also provide all event IDs and corresponding gross loss values used in developing the estimates.

(b) Within 15 calendar days after the SBA notifies Moody's that the hurricane has been identified by the SBA as causing damage in Florida, Moody's shall provide its best estimate at that time of the minimum, the expected, and the maximum insured gross losses from the hurricane for FHCF exposures. Moody's may provide estimates based on similar stochastic events or simulated event sets. Moody's shall also provide updated information with respect to all event IDs and corresponding gross loss values used in developing the estimates. If Moody's subsequently revises loss estimates for the hurricane, Moody's must also provide the revised loss estimates for FHCF exposure to the SBA. The estimates shall include statewide estimates of loss and tables of loss by ZIP Code and FHCF type of business.

(c) Each report or other communication from Moody's providing the information required in subparagraph a. or b. shall include Moody's statement that the loss estimates:

- i. are only for the peril of windstorm
- ii. exclude flood loss
- iii. include demand surge
- iv. are net of policy deductibles
- v. are capped at the policy limits
- vi. exclude loss adjustment expense
- vii. are based on the latest FHCF exposure data used for modeled year of ratemaking, with actual reported deductibles
- viii. used the same version of the model as used for the modeled year of FHCF ratemaking.
- ix. use the same law and ordinance assumption as used for modeled year of FHCF ratemaking.

(d) The estimates required by subparagraphs a. and b. shall be sent by electronic mail to:

FHCFModeler@sbafla.com

(7) The tasks specified in this Schedule have the following target dates for the applicable contract period. If any deadline falls on a Saturday, Sunday or on a legal State of Florida or federal holiday, then the actual due date will be the day immediately following the applicable due date listed.

	<b>Task</b>	<b>Paragon Target Date</b>	<b>Modeler Target Date</b>
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1	Moody's contact information for this Schedule provided to <a href="mailto:FHCFModeler@sbafla.com">FHCFModeler@sbafla.com</a> .		11/01/20XX
2	Valid ZIP Code list and Modeling Specification Document provided to Moody's (Item (1) of this Schedule).	11/4/XXXX	n.a.
3	FHCF exposure data delivered to Moody's.	11/16/XXXX	n.a.
4	Moody's response to the Modeling Specification Document described in Item (1) of this Schedule delivered to Paragon.	n.a.	11/23/20XX
5	Event loss files, control total comparison, and EDM delivered to Paragon (Items (2) of this Schedule).	n.a.	12/15/20XX
6	ZIP Code analyses and control totals delivered to Paragon (Items (3) and (4) of this Schedule).	n.a.	1/15/20XX
7	Loss estimates for hurricanes (Item (6) of this Schedule).	n.a.	2 days and 15 days after the event.

**Compensation:**

(8) Beginning November 1, 2025, Moody's compensation will be based upon completion of the services outlined in this Schedule, which includes base services, additional services and post event loss estimates. Compensation shall be based on the applicable FHCF Contract Year for which the ratemaking and post event loss estimates, if any, are provided. Payment shall be made in two installments. The invoice for the first installment, representing seventy-five percent (75%) of the total compensation for that contract period of services, must be submitted no earlier than April 1 of that year, and the invoice for the second installment, representing twenty-five percent (25%), shall be submitted no earlier than October 31 of that contract year of services. The invoice must be sent to [FHCF.Invoices@sbafla.com](mailto:FHCF.Invoices@sbafla.com). The compensation is as follows:

FHCF Contract Year	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Period of Services	11/1/25 to 10/31/26	11/1/26 to 10/31/27	11/1/27 to 10/31/28	11/1/28 to 10/31/29	11/1/29 to 10/31/30
Compensation	\$97,459	\$97,459	\$99,895	\$99,895	\$102,392

## Appendix B: General Terms

### 1.1. GENERAL TERMS

### 1.2. CONTRACT TRANSPARENCY

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

### 1.3. COUNTERPARTS

This Contract may be executed in one or more counterparts, and when each party has executed at least one counterpart, this Contract shall be deemed to be one and the same document.

### 1.4. FRAUD HOTLINE

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

### 1.5. GOVERNING LAW; VENUE

This Contract shall be governed by, construed under and interpreted in accordance with laws of the State of Florida without regard to conflict of law principles. Any proceedings to resolve disputes regarding or arising out of this Contract shall be conducted in the state courts located in Leon County, Florida, and the parties hereby consent to the jurisdiction and venue of those courts.

### 1.6. SUBCONTRACTOR/AGENTS

Moody's shall be responsible and accountable for the acts or omissions of Moody's Representatives (as defined in Section 2.5 of this Appendix B) to the same extent it is responsible and accountable for its own actions or omissions under this Contract. Moody's agrees to impose the requirements of this Contract on all Moody's Representatives.

### 1.7. RIGHT TO AUDIT

- a. During the term of this Contract, and for a period of three (3) years after the expiration or termination of the Contract, the SBA or any third party, including an independent public accountant or auditor and/or any federal or state auditor, designated by the SBA shall have the right to inspect, review and/or audit, any books, records and supporting documents relating to the Contract and/or the subject matter of the Contract (the "Records"). Any third party designated by the SBA in accordance with the preceding sentence shall not be a Moody's competitor and shall be subject to the confidentiality obligations set forth in this Contract. In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, Moody's agrees to permit reasonable access to its premises and the Records during Moody's normal business hours. The SBA 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 Contract and for a period of three (3) years after the expiration or termination of the Contract (or for any longer period of time that may be required by an applicable law relating to the retention of Records), Moody's shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the three (3)-year access and/or retention periods described herein,

then this Section 1.7. shall survive in its entirety until the conclusion of such inspection, review and/or audit, in the SBA's or the SBA designee's reasonable determination. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 19 may include, without limitation, Moody's compliance with the terms of the Contract, compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

- b. Moody's shall use best efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 19 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 SBA and/or its designees. Moody's shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to Moody's by the SBA and/or its designees, and Moody's shall provide a copy of all such responses to the SBA. Moody's acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.
- c. Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 19. However, in the event, the SBA and/or its designees conclude that Moody's overcharged the SBA or that Moody's engaged in or committed (including through acts of omissions) any fraud, misrepresentation and/or non-performance, then Moody's shall be obligated to reimburse the SBA for the total costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. Moody's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of Moody's additional reimbursement obligation thereof.

## **1.8. PUBLIC RECORDS**

Notwithstanding any provision in this Contract between the parties, Moody's acknowledges and agrees that the SBA is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of this Contract between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail. To the extent applicable, Moody's shall comply with Chapter 119, Florida Statutes. In particular, Moody's shall:

- a. Keep and maintain public records required by the SBA in order to perform the services under the 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;
- 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 Moody's 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 Moody's possession (if so directed by the SBA) or keep and maintain public records required by the SBA to perform the service. If Moody's transfers all public records to the SBA upon completion of the Contract, Moody's shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Moody's keeps and maintains public records upon completion of the Contract, Moody's shall meet all applicable requirements for retaining public records. Moody's 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 MOODY'S HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOODY'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, FL 32317-3300  
(850) 488-4406  
SBAContracts\_DL@SBAFLA.COM

## **1.9. E-VERIFY**

In accordance with section 448.095(5), Florida Statutes, Moody's shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor hired during the term of this Contract. Moody's acknowledges that SBA is subject to and Moody's agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable

## **1.10. INFORMATION SECURITY STANDARD**

This Information Security Standards Schedule ("Schedule") is made part of, and is hereby incorporated by reference into, the Contract between the parties. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract.

## **1.11. INFORMATION SECURITY PROGRAM**

1.11.1. Moody's has established and maintains a comprehensive written information security program that implements reasonable administrative, technical and physical safeguards intended to (i) protect SBA Data from unauthorized access, disclosure, use, modification, loss or destruction; (ii) protect against any anticipated threats to the confidentiality, security or availability or integrity of the SBA Data; and (iii). Moody's may modify its information security program from time to time, provided that such modifications, either individually or in the aggregate, will not materially reduce the overall level of protection for SBA Data. Moody's maintains its information security program and applicable safeguards at all Moody's sites at which an information system that stores or otherwise processes SBA Data is located. As used herein, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by Moody's in the course of performing the Contract and, and all derivatives of such data, excluding, in any case, any data owned or licensed by Moody's or Moody's licensors, or any derivatives or modifications of the same.

a. Moody's physical security measures will include securing business facilities and data centers, and all paper files, servers, back-up systems and computing equipment contained therein. Moody's will maintain commercially reasonable physical security controls at all facilities at which an information system that stores, accesses or otherwise processes SBA Data is located. Moody's appropriately restricts physical access to such facilities and information systems. Physical access controls have been implemented for all data centers where SBA Data is stored, including 24x7 onsite staff, biometric scanning, and security camera monitoring on entry doors. Data center physical security is audited by an independent firm.

b. Moody's information security program will require the following: (i) segregation of SBA Data from information of Moody's or its other customers so that SBA Data is not commingled with any other types of information, (ii) encryption, using industry standard encryption tools, of all records and files containing SBA Data that Moody's (A) transmits or sends wirelessly or across public networks in the United States; (B) stores on laptops or removable storage media; (C) where technically feasible, stores on portable devices; and (D) stores on any device that is transported outside of the physical or logical controls of Moody's; (iii) safeguarding of the security and confidentiality of all encryption keys associated with encrypted SBA Data; (iv) implementation of processes and procedures intended to authenticate, monitor and report on access to and use of SBA Data; (v) processes, procedures and technology intended to maintain network security and to detect a breach or other failure of such security measures, such processes and procedures to include, among other things, (A) access controls, (B) firewalls; (C) audit logs and monitoring reports that are designed to identify unauthorized activities, detect intrusions, reconstruct events and promote accountability by any and all persons who access or use Business Data, (D) restricted access privileges, and (E) a written incident response plan; (vi) ensuring its information systems and associated technologies are monitored by authorized personnel to detect intrusions and

unauthorized activities; and (vii) multi-factor authentication for all individuals accessing Moody's internal networks from an external network.

c. If Moody's is using or supplying devices or other technology assets in the performance of Products and Services to the SBA, Moody's must, where applicable, have documented standards and procedures to ensure such are appropriately secured prior to deployment, including complying with the following requirements: (i) devices must be running supported firmware provided by the applicable manufacturer; (ii) access to device firmware or BIOS must be protected by password where available; (iii) network ports, services and protocols that are not used or are prohibited by policy must be disabled; (iv) applicable security and vulnerability management software must be installed, including, but not limited to, anti-virus, firewall, log collection, intrusion prevention and software patching; (v) logging of security events is enabled and at a minimum, logging must capture access policy changes, software installation/updates, failed logins and the creation of accounts with elevated privileges; security event logs must be retained for at least ninety (90) days; (vi) default passwords for built-in administrative accounts must be changed and must comply with strong password requirements, and built-in administrative accounts should be renamed where practical; and (vii) guest and anonymous account access must be disabled unless required for device operation.

1.11.2. Asset Management. Moody's has implemented policies and procedures to identify, classify and manage information assets, including both software and hardware assets, and their designated owner. Moody's performs regular asset inventories. Moody's has processes to classify data and identify sensitive, valuable and critical data that Moody's stores, processes or transmits.

1.11.3. Personnel Security. Moody's has clearly defined roles and responsibilities for employees, including with respect to information security. In accordance with applicable laws to Moody's and its provision of its Products and Services to its customers, Moody's conducts appropriate and thorough pre-employment screening to protect against security-related or other potential risks presented by personnel. Moody's will only allow persons to have access to SBA Data who have undertaken background security checks of a type and scope that are normal and customary for the financial services industry and comply with applicable laws. Such background checks shall include address and employment history verification, the right to work in the relevant jurisdiction, screening against databases of individuals subject to economic sanctions and, if permitted by applicable laws, criminal records checks. Moody's will exclude any of its personnel from accessing the SBA Data (i) whose background check reveals they have been convicted of any criminal offense involving dishonesty or breach of trust, including money laundering or any criminal offense concerning the illegal manufacture, sale or distribution of or trafficking in controlled substances, (ii) who appear on any sanctions database or (iii) who are not authorized to work in the relevant jurisdiction.

1.11.4. Confidentiality Obligation. Moody's imposes confidentiality obligations on its personnel who will be provided access to, or will otherwise process, SBA Data, including the obligation to protect SBA Data in accordance with the requirements of this Schedule (including during the term of their employment or engagement and thereafter).

1.11.5. Information Security Training and Awareness. Moody's implements a security awareness program to train personnel about their security obligations, including in relation to information classification and handling, acceptable use, physical security controls, best practices, and security incident reporting, as well as training product personnel on secure application development.

1.11.6. Disciplinary Actions. Moody's has formal disciplinary processes that apply in the event that any personnel violate their confidentiality or other information security obligations in relation to SBA Data.

1.11.7. Software Vulnerability Management. Moody's defines and maintains standards for patch management, and vulnerability management designed to ensure that software on any of Moody's assets is regularly updated to mitigate security gaps, including addressing the following: (i) periodic vulnerability scans on all Moody's systems that host, access or otherwise process Business Data; (ii) identification of software that will be updated; include all software components (i.e., client, server and database) where appropriate; (iii) identification of authorized source(s) for the software updates; and (iv) maintaining a process for authorizing and tracking software patching exceptions. The scope of the software vulnerability management program shall also cover security software (e.g., anti-virus and anti-malware), which shall be installed and enabled on each host that is capable of running such software and on gateways, and Moody's shall ensure that the scanning engine and signature or pattern files are kept current; and block access to known malicious domains.

1.11.8. Application Security. Moody's maintains a security software development program that includes the use of (i) industry best practices that are in compliance with OWASP principles and, conducts regular application security testing; and (ii)

third-party penetration testing. Upon SBA's request, Moody's will make available to the SBA up to once per year a copy of a penetration testing executive summary report, if Moody's has conducted penetration testing for the applicable services. Except as set forth in the Agreement, Moody's must support any production hardware or software used in connection with or which form part of the Products and Services, including updates to address known security flaws and vulnerabilities, in support of which, Moody's maintains internal timeframes for vulnerability remediation in accordance with Moody's internal policies.

1.11.9. Change Management. Moody's is responsible for implementing system change management procedures ensuring that any system modifications affecting the Products and Services are consistent with the Moody's information security program and other security requirements specified in this Schedule

1.11.10. Access Control. Moody's maintains policies and procedures that define the requirements for access to information, including approvals, onboarding and offboarding requirements, password requirements, segregation of duties, periodic user access recertification, and the logging/monitoring requirements and mechanisms.

- a. Only authorized personnel can grant, modify or revoke access to an information system.
- b. All personnel are assigned unique user IDs.
- c. Access rights are implemented adhering to the "least privilege" approach.
- d. Moody's implements commercially reasonable password management requirements, including in relation to password length, complexity, expiration, and reuse.
- e. System access for terminated personnel is promptly removed.

1.11.11. Control of Media. When media are to be disposed of or reused, procedures have been implemented to prevent subsequent retrieval of any SBA Data stored on them before they are withdrawn from the inventory. When media are to leave the premises at which the files are located as a result of maintenance operations, procedures have been implemented to prevent undue retrieval of SBA Data stored on them.

1.11.12. Third Party Risk Management. Moody's maintains a Third Party Risk Management program that involves review of the information security practices and controls of subcontractors and, as necessary, required remediation and monitoring of each such subcontractor's control gaps.

1.11.13. Incident Response. Moody's maintains an Incident Response Plan that includes incident handling responsibilities and delegation of authority, and guidelines for forensics, evidence collection, post incident review, reporting, and testing. Moody's reviews this plan at least annually considering organizational changes, past incidents, current and emerging threats and other factors. Moody's also performs tabletop exercises to test the teams and their processes, and to identify any gaps in the plan or associated response scenarios. Moody's will provide notice to the SBA no later than 72 hours after Moody's becomes aware of an incident of unauthorized access to SBA Data. The notice shall contain the following: (i) a description of the incident, (ii) the type of information subject to the unauthorized access, and (iii) the measures taken by Moody's to protect the SBA from further unauthorized access. In the event lost or damaged data is suspected, in addition to Moody's obligations above, Moody's, SBA will resend to Moody's all applicable SBA data and Moody's will reperform the analytics of the SBA data.

1.11.14. Audit. Upon Client's request, Moody's will make available to the SBA up to once per year a copy of a third-party assessment, such as an SOC (System and Organization Controls) report or comparable report ("Third-Party Report"), if Moody's has obtained such a Third-Party Report for the applicable services.

1.11.15. Business Continuity and Disaster Recovery. Moody's shall maintain throughout the provision of Products and Services an appropriate disaster recovery and business continuity plan (the "BCP") in compliance with applicable laws and consistent with industry standards. Moody's reviews its BCP and risk assessment regularly. The BCP is tested and updated regularly to ensure that it is up to date and effective. Upon SBAs written request, Moody's will furnish the SBA with an executive summary of the BCP, including operating procedures, integrity of service, test



objectives and results of annual tests of the BCP. Moody's will use commercially reasonable efforts to modify the BCP as needed to comply with changes in legal or regulatory requirements and industry standard.

#### **1.12. OWNERSHIP OF DATA**

Moody's shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. Moody's will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. Moody's will not possess or assert any lien or other right against or to any SBA Data in any circumstances. For avoidance of doubt, SBA owns all the data provided in its original format and this data is and shall remain the exclusive property of the SBA. Additionally, for the term of this Contract, Moody's grants to the SBA, a non-exclusive, limited, non-transferable, non-sublicensable, worldwide, paid-up right and license to use the work product to be delivered by Moody's to the SBA for the purposes specified in this Contract only. Except as set forth in this Contract, the SBA may not disclose the any work product delivered by Moody's to the SBA to any third party. Notwithstanding anything to the contrary in this Contract, Moody's and the SBA may disclose the work product delivered by Moody's to the SBA with Paragon, which provides administrative and actuarial services to the FHCF, in accordance with Section 6 of the Contract.

#### **1.13. RETURN/DESTRUCTION OF SBA DATA**

Moody's shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Contract, Moody's will transfer SBA data to the SBA (if so directed by the Contract), or, unless otherwise required by any applicable law (including, for the avoidance of doubt, Florida's record retention laws), destroy all SBA data possessed by Moody's. Moody's shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by Moody's. Notwithstanding the foregoing, Moody's may, in accordance with applicable legal, disaster recovery and professional requirements, store copies of SBA Data in an archival format which may not be immediately returned or destroyed but which would remain subject to the confidentiality obligations set forth in the Contract.

#### **1.14. BUSINESS CONTINUITY PLAN/DISASTER RECOVERY**

Moody's 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 Contract. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services and will be tested regularly to validate that the recovery strategies, requirements and protocols are viable and sustainable. Moody's shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. The BCP is tested and updated regularly to verify that it is up to date and effective. Moody's will use commercially reasonable efforts to modify the BCP as needed to comply with changes in legal or regulatory requirements and industry standard.



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ATTORNEY GENERAL

CHRIS SPENCER  
EXECUTIVE DIRECTOR

## MEMORANDUM

**Date:** October 23, 2025

**To:** Paul Groom  
Deputy Executive Director

**From:** Chris Spencer  
Executive Director

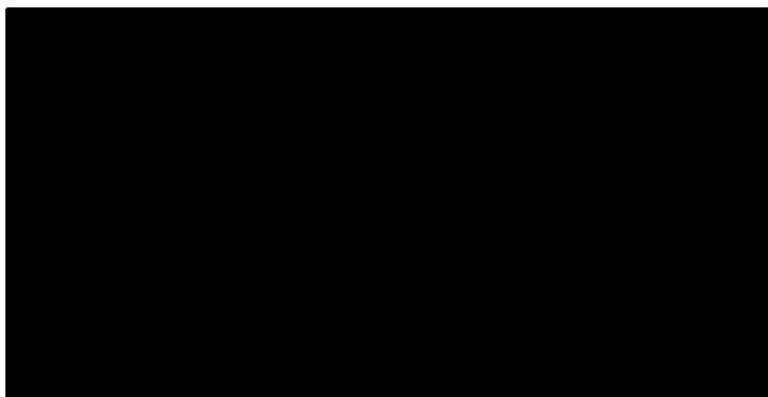
**Subject:** Delegation of Authority

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I will be out of the office from **8:00 a.m. on Wednesday, October 29, 2025, through 5:00 p.m. on Friday, October 31, 2025**. I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Friday, October 31, 2025**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.



### AFFIDAVIT

I, Michael Richitelli, hereby declare, under penalty of perjury, as follows:

1. I am Managing Director-Sales Manager at Moody's Analytics, Inc. ("Company").
2. I submit this Affidavit pursuant to Section 787.06(13), Florida Statutes, in connection with a contract between the Company and the Florida State Board of Administration.
3. Section 787.06(13), Florida Statutes, requires a nongovernmental entity executing, renewing, or extending a contract with a governmental entity to provide the governmental entity with an affidavit signed by an officer or representative of the nongovernmental entity attesting under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
4. As used herein, "coercion" means:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.
5. As used herein, "labor" means work of economic or financial value.
6. As used herein, "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
7. The Company does not use coercion for labor or services as those terms are defined herein and by Section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing is true and correct to the best of my personal knowledge and belief.

EXECUTED this 15<sup>th</sup> day of July, 2025 in New York, NY.

