

STATE OF TEXAS §

COUNTY OF TRAVIS §

<b>Division Number:</b>	110	<b>Program Name:</b>	Permanent School Fund
<b>Org. Code:</b>	701	<b>Legal/Funding Authority:</b>	Texas
<b>Speed Chart:</b>	5A011	<b>Constitution, Article VII</b>	
<b>Payee Name:</b>	Standard & Poor's Financial Services LLC	<b>Payee ID:</b>	26-3740348
<b>ISAS Contract #:</b>	2883	<b>PO #:</b>	33380

Amendment A

**AMENDMENT A TO  
THE MASTER SUBSCRIPTION AGREEMENT and ITS ADDENDUM (TEX7306)  
BETWEEN TEXAS EDUCATION AGENCY (TEA) AND**

Standard & Poor's Financial Services LLC

NAME OF CONTRACTOR

55 Water Street New York, NY 10041

MAILING ADDRESS INCLUDING ZIP CODE

WHEREAS, the above referenced parties have entered into the Standard & Poor's Master Subscription Agreement (the "MSA") and its Addendum (TEX 7306 - TEA STANDARD CONTRACT) (the "Addendum"), both effective as of September 1, 2011, (collectively, the "Prior Contract");

WHEREAS, the parties now desire to further amend and modify the Prior Contract.

NOW THEREFORE, the parties hereby agree to amend the Prior Contract effective December 1, 2014, as follows:

1. Appendix 1 "Services and Fees" shall be amended in the following manner:

(a) Section B Description of Services shall be deleted in its entirety and the following shall be substituted:

"Contractor grants to TEA a non-exclusive, non-transferable limited license to permit Authorized Users (defined in the MSA) to access and use internally the information products, services and software (referred to individually as a "Service" and collectively as the "Services") identified in the Service Attachments to the MSA, which include the Index Data Services Attachment (the "ID SA"), the RatingsDirect on the Global Credit Portal Services Attachment (the "RD SA") and the S&P Credit Ratings Services Attachment (the "Credit Ratings SA"). Specifically, TEA desires to license from Contractor the Services as described in the applicable Services Attachments and corresponding Pricing Schedules. TEA reserves the right to add additional Services as needed at prevailing prices, subject to obtaining the necessary licenses from Contractor."

(b) Section C Fee Schedule shall be amended by adding the following:

Fees for Services as described in the Credit Ratings SA and applicable Pricing Schedule:

CONTRACTOR SERVICE	FEE	TERM
RATINGS ON XPRESSFEED RATINGS GISF CURRENT DAILY	\$21,000.00 annual pro-rated for 9 months = \$15,750.00	December 1, 2014 – August 31, 2015.

2. Special Provisions –A shall be amended in the following manner:

(a) Section D shall have added to it under the list of documents the following:

- "Services Attachment to the Master Subscription Agreement S&P Credit Ratings"
- "Pricing Schedule for Ratings on XPressFeed"

(b) The last paragraph of Section D shall be deleted and the following shall be substituted:

"In the event of an irreconcilable conflict among the provisions of the TEA Standard Contract, the MSA and the other documents listed above, the terms of the MSA and the other documents listed above (the Index Data Services Attachment to the Master Subscription Agreement, the Index Data Services Pricing Schedule, the RATINGSDIRECT @Services Attachment to the Master Subscription Agreement, the RATINGSDIRECT @Services authorized User Attachment, the RATINGSDIRECT @Services Pricing Schedule, the Services Attachment to the Master Subscription Agreement S&P Credit Ratings, Pricing Schedule for Ratings on XPressFeed) will prevail."

Except as amended herein, all other terms and conditions of the Prior Contract shall remain in full force and effect and are incorporated herein as if specifically written. In the event of any conflict between the terms and conditions of this Amendment A and the terms and conditions of the Prior Contract, the terms and conditions of this Amendment A shall prevail.

It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective commencing on the above date.

Typed Name:

Derick A. Hostler

Typed Title:

Marketing Director

Derick A. Hostler

Authorized Signature

**This section reserved for Agency use.**

I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this 25<sup>th</sup> day of November 2014 (month/year) by a person authorized to bind Agency.

Return three (3) copies with original signature to:

Catherine A. Civileto  
Texas Permanent School Fund  
Texas Education Agency  
400 West 15<sup>th</sup> Street, Suite 1100  
Austin, Texas 78701  
512.463.9201

Shirley Beaulieu

Shirley Beaulieu, Associate Commissioner Finance/ CFO

## PRICING SCHEDULE

**Subscriber Name:** Texas Education Agency  
**Address:** 1701 N CONGRESS AVE Austin TX 78701 United States  
**Sales Representative:** Michael Gomez  
**Internal Contract Number of the Master Subscription Agreement:** 00007157.0  
**Effective Date of the Master Subscription Agreement:** September 1, 2011  
**Internal Contract Number of this Pricing Schedule:** 00319565.0  
**Commencement Date of this Pricing Schedule:** December 1, 2014  
**Initial Term of this Pricing Schedule:** 9 month(s)

The Initial Term of this Pricing Schedule shall begin on the Commencement Date of this Pricing Schedule and shall continue for a period as set forth above. And may be renewed for one additional two (2) year term commencing on the first day following the end of this Initial Term, unless either party notifies the other in writing of its decision not to extend the term of such Pricing Schedule at least thirty (30) days prior to the expiration of the term then in effect.

### 1. CONTRACT DESCRIPTION FOR SERVICE: RATINGS ON XPRESSFEED RATINGS GISF CURRENT DAILY

Credit Ratings Services. Authorized Use: Shared Content Use; Reporting and Infrastructure applies

Service/Product Code: X4CD

Annual Fee: \$21,000.00

Authorized Unit/License Type: Authorized Site(s)

Description of Authorized Sites/Depts:

Number of Authorized Units/Users: 1

Delivery Method: Distributor (Third Party), Aladdin

Product Details: 17% discount due to existing relationship and Gov't Agency

Commencement Date of Attachment: December 1, 2014

Internal Contract # of Services Attachment: 00319566.0

Services Attachment Name: S&P Credit Ratings Services Attachment

**Fees: Initial Term – December 1, 2014 – August 31, 2015 : \$21,000.00 annual fee pro-rated = \$15,750.00**

**\*\*Plus postage, handling and sales tax, if applicable.**

### Additional Terms and Conditions:

1. For purposes of the following Services(s) only, and notwithstanding anything to the contrary in the Attachment, the following Additional Terms and Conditions shall apply:

Ratings On Xpressfeed Ratings GISF Current Daily.

1.1. System Administrator: Subscriber shall identify an individual that has been designated to serve as "System Administrator" on behalf of Subscriber. The System Administrator shall be responsible for supporting Authorized Users of the designated Services via Subscriber's internal network, assuring compliance with terms and conditions, and communicating with S&P regarding these issues. Subscriber will notify S&P in writing within thirty (30) days if a different person assumes these responsibilities.

2. Authorized Use:

2.1. Shared Content Use. If Shared Content Use is identified as the Authorized Use, Authorized User(s) located in the Territory and within the Authorized Unit (for example, Department) may access and use the Services. Shared Content Use Authorized Users within the Authorized Unit may download, store, copy and transfer content from the Services to a centralized, shared, or departmental device, directory, database or other repository; provided that such device, directory, database or repository can only be accessed by other Authorized Users within the Authorized Unit.

2.2. Individual Content Use: If Individual Content Use is identified as the Authorized Use, only the Individual Authorized User within the Authorized Unit that has been issued a user ID/password may access and use the Services on, and/or download content from the Services to, such individual's desktop/computing device. For the avoidance of doubt, Individual Content Use Authorized Users may not share, store, copy or transfer content from the Services to any device, directory, database or other repository that is accessible by, or otherwise made available to, any other person.

2.3. Individual Content Use with Sharing Privileges: If Individual Content Use with Sharing Privileges is identified as the Authorized Use, only the individual Authorized User within the Authorized Unit that has been issued a user ID/password may access the Services, provided, however, such individual Authorized User with Sharing Privileges may make available or provide content from the Services to other employees within the Authorized Unit and may download, store, copy and transfer content from the Services to a centralized, shared, or departmental device, directory, database or other repository; provided that such device, directory, database or repository can only be accessed by other employees within the Authorized Unit.

3. Notwithstanding anything to the contrary in the Agreement, the Attachment or this Pricing Schedule, fees for all Credit Ratings Services delivery options are billed annually in advance, with the exception of Excel® Plug-in delivery, which is billed monthly in arrears.

4. One complimentary User ID/Password for Excel® Plug-in is available to Subscriber who receives Credit Ratings on an intra-day basis. The Authorized Use for this complimentary Excel® Plug-in User ID/Password is Individual Content Use only. Additional Excel Plug-in User ID/Passwords maybe obtained for a Fee of nine thousand (\$9,000) dollars per User ID/Password. Any complementary User ID/Passwords for Ratings accessed through the Excel® Plug-in will be subject to the following daily download caps: (1) 500 issuers; and/or (2) 2000 securities. If an Authorized User exceeds either of the foregoing caps at any time, S&P, in its sole discretion and in addition to any other available legal or equitable remedies, may charge Subscriber fees for such use and/or modify the annual fees upon automatic extension of the term then in effect. If delivered via Excel® Plug-in, Credit Ratings includes Credit Ratings History for GI and SF since 1922.

**Special Instructions:**

- S&P shall bill the above referenced fees on a(n) annual basis in advance.

**Notices.** Pursuant to the Notice section of the Agreement.

If to S&P: Standard and Poor's Financial Services, LLC., 55 Water Street, New York, NY 10041 Attn: Product Management


If to Subscriber: 1701 N CONGRESS AVE, Austin TX 78701 United States Attn: Catherine Civileto

Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement or the Attachment. This Pricing Schedule supersedes all previous Pricing Schedules/agreements between the parties with respect to its subject matter. In the event of any conflict between the terms of this Pricing Schedule and those of the Attachment, or the Agreement, the terms of this Pricing Schedule shall control with respect to this Pricing Schedule only. The signatures below are evidence of each party's agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the Attachment, and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Subscriber is not a party to the Attachment, or the Agreement, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in such documents.

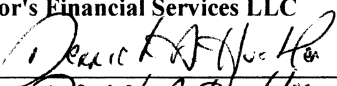
Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of the respective parties. The parties agree that execution of this document via an electronic signature process shall constitute valid execution hereof.

**ACCEPTED AND AGREED TO BY:**

**Texas Education Agency**

Signature:   
Name: Shirley Beaulieu  
Title: Associate Commissioner of Finance &CFO  
Date: 11-25-14  
Email: \_\_\_\_\_

**Standard & Poor's Financial Services LLC**

Signature:   
Name: Derrick A. Fox  
Title: Managing Director  
Date: 11/25/14

## SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT

### S&P CREDIT RATINGS

This Services Attachment (this “Attachment”) and the accompanying Pricing Schedule(s) entered into by and between Subscriber (as set forth in the Pricing Schedule) and S&P (as set forth in the accompanying Pricing Schedule), is issued pursuant to and incorporates by this reference the terms and conditions (unless expressly modified herein) set forth in the Standard & Poor’s Master Subscription Agreement with the Effective Date stated below (the “Agreement”) by and between the entities identified as “TEXAS EDUCATION AGENCY or TEA” and “Contractor” under the Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement

Commencement Date of this Services Attachment: December 1, 2014

Client under the Master Subscription Agreement: Texas Education Agency

Effective Date of the Master Subscription Agreement: September 1, 2011

Internal Contract Number of the Master Subscription Agreement: 00007157.0

1. **Description of Services.** For purposes of this Attachment, all references herein to “Services” shall mean credit ratings, issue descriptions and related identifiers (including any additional functionality, data, and/or capabilities) or any content set or product package a part thereof, as more specifically identified in the relevant Pricing Schedule(s).

2. **Use and Restrictions on Use.** Authorized Users may access and use the Services solely as permitted by the terms of authorized use set forth in the Pricing Schedule.

2.1. Unless otherwise set forth in this Attachment or the Pricing Schedule, access to and use of the Services shall be limited to those Authorized Units identified on the attached Pricing Schedule(s). The maximum number of Authorized Units through which Subscriber accesses the Services shall not exceed in the aggregate the number of Authorized Units specified on the attached Pricing Schedule(s).

2.2. Notwithstanding anything to the contrary in the Agreement, subject to the terms and conditions set forth in this Attachment (including without limitation Sections 2.4-2.6 below), and provided Shared Content Use or Individual Content Use with Sharing Privileges is identified on the applicable Pricing Schedule, TEA, as part of and in the ordinary course of its internal operations, may provide and distribute (in hard copy or in a non-manipulable electronic format only) on an infrequent, ad-hoc, incidental and no-charge basis, to customers and prospective customers, information, reports, presentations and other publications (individually and collectively, “TEA Materials”) that display de minimis amounts (both in terms of the amount of material obtained from the Services and the proportionate amount of such material used within the TEA Materials) of information or data from the Services (“Excerpts”) without prior written consent from and without payment of additional fees to S&P. The rights granted in this Section shall not apply to any third party information or data contained within the Services (e.g. Moody’s ratings).

2.3. In addition to the rights set forth in Section 2.2 above, notwithstanding anything to the contrary in the Agreement or herein, subject to the terms and conditions set forth in this Attachment (including without limitation Sections 2.4-2.6 below), and provided Reporting and Infrastructure is identified on the applicable Pricing Schedule, TEA as part of and in the ordinary course of its internal operations, may provide and distribute (in hardcopy or non-manipulable electronic format only) to its clients, statements (“Client Statements”) that display on a no-charge basis, selected data items from the applicable Service(s) for the securities that are held in TEA’s clients respective portfolios (“Statement Data”) without prior written consent from and without payment of additional fees to S&P. The rights granted in this Section shall not apply to any third party information or data contained within the Services (e.g. Moody’s ratings).

2.4. TEA shall include (a) a credit to S&P as the source of the Excerpt and/or Statement Data; and (b) in a clear and conspicuous manner, the disclaimer notice set forth below (which may be updated by S&P with written notice to TEA) on all materials that contain the Excerpts and Statement Data. TEA shall provide S&P with copies of sample materials that contain Excerpts and/or Statement Data upon S&P’s request. Disclaimer notice:

“This may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor’s. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. THIRD PARTY CONTENT PROVIDERS GIVE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THIRD PARTY CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, COMPENSATORY,

PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, LEGAL FEES, OR LOSSES (INCLUDING LOST INCOME OR PROFITS AND OPPORTUNITY COSTS OR LOSSES CAUSED BY NEGLIGENCE) IN CONNECTION WITH ANY USE OF THEIR CONTENT, INCLUDING RATINGS. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.”

2.5. TEA acknowledges and agrees that recipients of Excerpts and/or Statement Data may not further distribute such Excerpts or Statement Data. In furtherance of the foregoing, TEA shall provide S&P reasonable support, which shall include, upon S&P’s request, immediately ceasing distribution of Excerpts or Statement Data to any such recipient that has engaged in such further distribution.

2.6. Notwithstanding anything in this Attachment or the Agreement to the contrary, TEA shall not use the Services, in whole or in part in any manner that competes with S&P or its affiliates, including without limitation, any distribution of the Services or derivative works based thereon.

3. **Miscellaneous.** The following Contractor obligations in Section 6(a) through (d) below shall apply to the extent required by applicable law:

- (a) Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies, to the best of its knowledge, that it (1) is not a former employee of TEA and (2) Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this Amendment No. 2.
- (b) Pursuant to Section 2252.901 of the Texas Government Code, Contractor shall, subject to its reasonable confidentiality requirements, use reasonable efforts to make full disclosure of its intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Pursuant to Section 2252.901 of the Texas Government Code, within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not (1) perform services on a project or (2) fill a position that the former employee/retiree held while s/he was employed at TEA.
- (c) Excluded Parties List System: Contractor certifies, to the best of its knowledge, that Contractor is in compliance with State of Texas statutes and rules relating to its provision of the Service hereunder and that Contractor is not listed on the federal government terrorism watch list as described in Executive Order 13224.
- (d) Audit. This provision 3(d) is included herein pursuant to Section 2262.154 of the Texas Government Code: Contractor understands and agrees that (1) the Texas state auditor may conduct an audit or investigation of Contractor in connection with its receipt of funds from the state of Texas directly under this Attachment or indirectly through a subcontract under this Attachment; (2) acceptance of said funds directly under this Attachment or indirectly through a subcontract under this Attachment acts as Contractor’s acceptance of the authority of the Texas state auditor, under the direction of its legislative audit committee, to conduct an audit or investigation in connection with said funds; and (3) under the direction of said legislative audit committee, if Contractor is the subject of such an audit or investigation by said Texas state auditor, Contractor shall provide the Texas state auditor with access to any information the Texas state auditor considers relevant to such investigation or audit.

For the avoidance of doubt, the parties agree that in the event of the occurrence of an audit or investigation, as referenced in this Section 3(d), such audit or investigation shall be conducted pursuant to the terms of applicable law.

4. **Country Conditions.** The terms and conditions set forth in this Section (the “Country Conditions”) are the result of various regulatory and/or legal requirements relating to usage of the Services. TEA’s use of the Services in the specified jurisdictions is subject to these Country Conditions. This Section may be amended by Contractor at any time upon thirty (30) days prior written notice to TEA.

4.1. **Australia.** To the extent that Standard & Poor’s credit ratings (“S&P Ratings”) are included as part of the Services, Standard & Poor’s (Australia) Pty Limited (ABN 62 007 324 852), being the holder of Australian Financial Services License No: 337565 issued pursuant to the Corporations Act of 2001 (Cth) (“SPA”), whose registered office is located at Level 45, 120 Collins Street, Melbourne Vic 3000 Australia, shall provide such portion of the Services to TEA and S&P shall license the TEA the right to use the intellectual property in such portion of the Services and, as owner of such intellectual property, shall receive all fees with respect thereto. SPA expressly agrees to be bound by the terms and conditions of this Attachment to the extent it applies to the provision of the S&P Ratings. To the extent that Moody’s credit ratings (“Moody’s Ratings”) are included as part of the Services, Moody’s Analytics Australia Pty Ltd (ABN 94 105 136 972)(“MA Australia”) being the holder of Australian Financial Services License No. 383569 issued pursuant to the Corporations Act of 2001(Australia), shall provide such portion of the Services to TEA. Moody’s Ratings and S&P Ratings collectively referred to herein as “Ratings.” TEA accepts and acknowledges that the provision of the Ratings as part of the

Services to TEA is based on, and conditional on, the veracity and accuracy of TEA's representation that it is a "Wholesale Client" (as such is defined in Chapter 7 of the Corporations Act of 2001 (Australia)). In addition, TEA acknowledges that the Ratings and/or related research licensed to TEA pursuant to the terms of this Attachment, are not intended for, and should not be distributed to, any person other than a Wholesale Client (to the extent such distribution is permitted by this Attachment). In furtherance of the foregoing, TEA undertakes that (i) it will not pass on any Rating and/or related research to a party who is not a Wholesale Client and (ii) that TEA will obtain the same undertaking from its own Wholesale Clients (to the extent such distribution is permitted by this Attachment). Contractor represents that it is authorized to bind SPA to the terms and conditions set forth in this Attachment to the extent such terms and conditions pertain to the provision of S&P Ratings. Moody's and MA Australia have entered into an arrangement under which MA Australia has assumed responsibility for any acts or omissions by Moody's in relation to any financial product advice provided hereunder by Moody's.

4.2. All countries located in Europe, the Middle East or Africa ("EMEA"). In the event TEA disseminates the Ratings to, or uses Ratings in, any country located in EMEA, TEA further acknowledges and agrees to the following: the Ratings shall not in any circumstances be used by TEA where, as part of an effort to sell securities to Retail Investors (as defined below), TEA uses the Ratings: (a) to create a type of recommendation, (b) to create its own interpretation of the Ratings or (c) in some other form of "risk classification". For the purposes of this Attachment, "Retail Investor" shall mean an individual investor who buys and sells securities or other financial products for his/her personal account, and not for another company, individual or organization.

5. **Securities Disclosures.**

5.1. Moody's Investors Service, Inc. ("MIS") hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MIS have prior to assignment of any rating, agreed to pay to MIS for the appraisal and rating services rendered by its fees ranging from \$1,500 to \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on Moody's website at [www.moody's.com](http://www.moody's.com) under the heading "Shareholder Relations-Corporate Governance-Director and Shareholder Affiliation Policy."

5.2. TEA expressly agrees, on behalf of itself and each other person or entity that it permits to use any Ratings or other information (to the extent TEA is authorized to permit such use), that (a) credit ratings and other opinions contained in the Services are, and will be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, hold or sell any securities, (b) each rating or other opinion will be weighed solely as one factor in any investment decision made by or on behalf of TEA or any User, and (c) it will accordingly make its own study and evaluation of each security, and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling.

6. **Complete Agreement.** This Attachment and the accompanying Pricing Schedule(s) and Agreement supersede all previous agreements between the parties with respect to its subject matter. Where TEA and S&P are not parties to the Agreement, TEA and S&P, respectively, each expressly acknowledge and agree that, by entering into this Attachment and the accompanying Pricing Schedule, each shall be bound by, and shall comply in all respects with, the terms and conditions contained in the Agreement. In the event of any conflict between the terms of the Agreement, the Attachment or the Pricing Schedule, the terms of the foregoing documents shall control in the following order: the Pricing Schedule, the Attachment and the Agreement.