
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October1, 2018



SS&C TECHNOLOGIES HOLDINGS, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34675
(Commission
File Number)

71-0987913
(IRS Employer
Identification No.)

80 Lamberton Road, Windsor, CT
(Address of Principal Executive Offices)

06095
(Zip Code)

Registrant's telephone number, including area code: (860) 298-4500

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

- ☐ Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement .

The information set forth under Item 2.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

On October 1, 2018, concurrently with the consummation of the previously announced acquisition (the “Acquisition”) by SS&C Technologies, Inc. (“Technologies”), a subsidiary of SS&C Technologies Holdings, Inc. (the “Company”), of Eze Software, the Company and certain of its subsidiaries entered into a Commitment Increase Amendment (the “Amendment”) to the existing amended and restated credit agreement, dated April 16, 2018 (the “Credit Agreement”), among the Company, Technologies, SS&C European Holdings S.a R.L, SS&C Technologies Holdings Europe S.a R.L., certain of the Company’s other subsidiaries, Credit Suisse AG, Cayman Islands Branch, acting as administrative agent, and certain lenders and letter of credit issuers party thereto.

Pursuant to the Amendment, a new \$875 million senior secured incremental term loan B facility (the “Incremental Term Loan Facility”) was made available to Technologies for purposes of financing a portion of the consideration for the Acquisition. The Incremental Term Loan Facility matures on April 16, 2025 and bears interest at the rate applicable to the incremental term loan B facilities currently outstanding under the Credit Agreement.

Except as described above, the terms, covenants and events of default applicable to the Incremental Term Loans are materially consistent with the terms, covenants and events of default applicable to loans incurred under the Credit Agreement and which are described in the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on April 16, 2018.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

A copy of the Company’s press release dated October 1, 2018 announcing completion of the Acquisition is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in this Item 7.01 (including Exhibit 99.1) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	<u>Commitment Increase Amendment, dated as of October 1, 2018, among SS&C Technologies Holdings, Inc., certain of its subsidiaries and Credit Suisse AG, Cayman Islands Branch, as administrative agent and lender.</u>
99.1	<u>Press release issued October 1, 2018.</u>

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SS&C TECHNOLOGIES HOLDINGS, INC.

Date: October 5, 2018

By: /s/ Patrick J. Pedonti

Patrick J. Pedonti

Senior Vice President and Chief Financial Officer

COMMITMENT INCREASE AMENDMENT

THIS COMMITMENT INCREASE AMENDMENT, dated as of October 1, 2018 (this “Agreement”), by and among the Person identified as an Incremental Term B-5 Lender (the “Incremental Term B-5 Lender”) on the signature pages hereto, SS&C TECHNOLOGIES, INC., a Delaware corporation (the “Company”), the other Loan Parties party hereto and Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent (in such capacity, the “Administrative Agent”).

R E C I T A L S:

WHEREAS, the Company, the Designated Borrowers, the Parent, the Guarantors from time to time party thereto, the Lenders from time to time party thereto, Morgan Stanley as an L/C Issuer, and Credit Suisse, as Administrative Agent and as an L/C Issuer are party to the Amended and Restated Credit Agreement dated as of April 16, 2018 (such credit agreement as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”).

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of July 30, 2018 (the “Acquisition Agreement”), by and among the Company, certain subsidiaries of the Company party thereto (the “Merger Subs”), Convoy Diamondback Holdings, LP, Convoy Diamondback Holdings II, LP, Convoy Diamondback Holdings GP, Inc., TPG VI Convoy, LLC, TPG VI Convoy II, LLC (collectively, the “Acquired Companies” and, together with their respective subsidiaries, the “Acquired Business”) and the other parties party thereto, the Merger Subs will merge with and into the Acquired Companies, with the Acquired Companies as the surviving entities, on the Incremental B-5 Effective Date (as defined below) in accordance with the terms and conditions set forth in the Acquisition Agreement (the “Acquisition”).

WHEREAS, pursuant to and in accordance with Section 2.01(f) of the Existing Credit Agreement, the Company has requested that the Incremental Term B-5 Lender provide Incremental Term Loans as Term B-5 Loans (the “Incremental Term B-5 Loans”, and the commitments related thereto, the “Incremental Term B-5 Commitments”), on the Incremental B-5 Effective Date.

WHEREAS, in furtherance thereof, each party hereto hereby consents to the modifications to the Existing Credit Agreement as set forth in Section 2 below (the Existing Credit Agreement, as modified hereby, the “Amended Credit Agreement”) (capitalized terms used but not defined herein having the meanings provided in the Amended Credit Agreement).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Institution of Incremental Term Loans.

- (a) Subject to the terms and conditions set forth herein and in the Amended Credit Agreement, the Term B-5 Lender hereby agrees to commit to provide its Incremental Term B-5 Commitments on the Incremental B-5 Effective Date, in the aggregate principal amount set forth opposite its name on Part A of Schedule A annexed hereto (and the existing Schedule 2.01 to the Existing Credit Agreement shall be deemed to be amended to include the information set forth on Schedule A annexed hereto).

- (b) The Incremental Term B-5 Loans shall be incurred as Term B-5 Loans under the Amended Credit Agreement and shall have all of the terms and conditions applicable to Term B-5 Loans under the Amended Credit Agreement.
- (c) Each of the Administrative Agent, the Company and the other Loan Parties agrees that, as of the Incremental B-5 Effective Date, the Incremental Term B-5 Lender shall (a) be a party to the Amended Credit Agreement and the other Loan Documents, (b) be a “Lender”, a “Term Lender” and a “Term B-5 Lender”, as applicable, for all purposes of the Amended Credit Agreement and the other Loan Documents and (c) have the rights and obligations of a Lender under the Amended Credit Agreement and the other Loan Documents.
2. Amendments to the Existing Credit Agreement. The Company, the other Loan Parties, the Incremental Term B-5 Lender and the Administrative Agent each agree that, on the Incremental B-5 Effective Date:
- (a) Section 1.01 of the Existing Credit Agreement shall be amended by adding the following defined terms in appropriate alphabetical order:
- i. ““ Eze ” means the “Acquired Business” as such term is defined in the Incremental B-5 Amendment.”;
 - ii. ““ Eze Acquisition ” means the acquisition by the Company of Eze pursuant to the Eze Acquisition Agreement.”;
 - iii. ““ Eze Acquisition Agreement ” means the “Acquisition Agreement” as such term is defined in the Incremental B-5 Amendment.”;
 - iv. ““ Eze Transactions ” means, collectively, (a) the consummation of the Eze Acquisition on the Incremental B-5 Effective Date and the other transactions contemplated by the Eze Acquisition Agreement on or prior to the Incremental B-5 Effective Date, (b) the effectiveness of the Term B-5 Loans under this Agreement pursuant to the Incremental B-5 Amendment and (c) the payment of the fees and expenses incurred in connection with the consummation of the foregoing.”;
 - v. ““ Incremental B-5 Amendment ” means that certain Commitment Increase Amendment, dated as of the Incremental B-5 Effective Date, among, *inter alios* , the Company, the other Loan Parties party thereto, the Term B-5 Lender party thereto and the Administrative Agent.”;
 - vi. ““ Incremental B-5 Effective Date ” has the meaning assigned to such term in the Incremental B-5 Amendment.”;
 - vii. ““ Term B-5 Commitment ” means, as to each Term B-5 Lender, its obligation to make Term B-5 Loans to the Company pursuant to the Commitment Increase Amendment in the principal amount stated therein pursuant to which such Term B-5 Lender becomes a party hereto, as such amount may be adjusted from time to time in accordance with this Agreement.”;
 - viii. ““ Term B-5 Facility ” means the aggregate principal amount of the Term B-5 Loans of all Term B-5 Lenders outstanding at such time.”;

- ix. ““ Term B-5 Lender ” means each Lender with a Term B-5 Commitment or holding a Term B-5 Loan.”;
- x. ““ Term B-5 Loan ” has the meaning set forth in Section 2.01(d). ”;
- xi. ““ Term B-5 Note ” means a promissory note made by the Company in favor of a Term B-5 Lender evidencing Term B-5 Loans made by such Term B-5 Lender, substantially in the form of Exhibit 1.01(d). ”;

(b) Section 1.01 of the Existing Credit Agreement shall be amended as follows:

- i. The first clause of Clause (d) of the definition of “Applicable Rate” is hereby amended and restated in its entirety to read as follows:

“with respect to the Term B-3 Loans, Term B-4 Loans and Term B-5 Loans,”;
- ii. The definition of “Commitment” is hereby amended and restated in its entirety to read as follows:

““ Commitment ” means with respect to each Lender (i) as to each Revolving Lender, the Revolving Commitment of such Revolving Lender, (ii) as to each Term B-3 Lender, the Term B-3 Commitment of such Term B-3 Lender, (iii) as to each Term B-4 Lender, the Term B-4 Commitment of such Term B-4 Lender, (iv) as to each Term B-5 Lender, the Term B-5 Commitment of such Term B-5 Lender, (v) as to any Incremental Term Loan, the Incremental Term Loan Commitment of such Lender, (vi) as to any Extended Revolving Loans or Extended Term Loans, the Extended Revolving Commitments or the Commitments to provide such Extended Term Loans (as applicable) of such Lender, (vii) as to any Refinancing Revolving Loans or Refinancing Term Loans, the Refinancing Revolving Commitments or the Commitments to provide such Refinancing Term Loans (as applicable) of such Lender and (viii) as to any Replacement Term Loans, the Commitments to provide such Replacement Term Loans of such Lender.”;
- iii. The definition of “Consolidated Net Secured Funded Indebtedness” is hereby amended by inserting the words “Term B-5 Loans,” after the words “Term B-4 Loans,” therein;
- iv. The definition of “Credit Agreement Refinancing Indebtedness” is hereby amended by replacing each instance of the words “the 2017 Refinancing Term B-1 Loans or the Term B-3 Loans” therein with the words “the 2017 Refinancing Term B-1 Loans, the Term B-3 Loans or the Term B-5 Loans”;
- v. The definition of “Loan” is hereby amended by inserting the words “each Term B-5 Loan,” after the words “each Term B-3 Loan,” therein;
- vi. The definition of “Maturity Date” is hereby amended and restated in its entirety to read as follows:

“Maturity Date” means (a) as to the Revolving Loans and Letters of Credit (and the related L/C Obligations), the earlier of (i) the fifth anniversary of the Restatement Effective Date and (ii) the Springing Maturity Date, if any (the “Revolving Loan Maturity Date”), (b) as to the 2017 Refinancing Term B-1 Loans, the seventh anniversary of the Original Closing Date, (c) as to the 2017 Refinancing Term B-2 Loans, the seventh anniversary of the Original Closing Date, (d) as to the Term B-3 Loans, the seventh anniversary of the Restatement Effective Date, (e) as to the Term B-4 Loans, the seventh anniversary of the Restatement Effective Date, (f) as to the Term B-5 Loans, the seventh anniversary of the Restatement Effective Date, (g) as to an Incremental Term Loan, the final maturity date for such Incremental Term Loan as set forth in the applicable Incremental Term Loan Agreement, (h) as to any Extended Term Loans or Extended Revolving Loans, the final maturity date therefor as set forth in the applicable Extension Amendment and (i) as to any Refinancing Term Loans or Refinancing Revolving Loans, the final maturity date therefor as set forth in the applicable Refinancing Amendment; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.”;

vii. The definition of “Note” is hereby amended by inserting the words “, a Term B-5 Note” after the words “a Term B-4 Note” therein;

viii. The definition of “Repricing Transaction” is hereby amended and restated in its entirety to read as follows:

“Repricing Transaction” means (a) the incurrence by either Borrower or any Subsidiary thereof of any Indebtedness (including, without limitation, any new or additional term loans under this Agreement) (i) having an Effective Yield for the respective Type of such Indebtedness that is less than the Effective Yield for the 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans of the respective Type, and (ii) the proceeds of which are used to prepay (or, in the case of a conversion, deemed to prepay or replace), in whole or in part, outstanding principal of 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans or (b) any amendment, waiver or other modification to this Agreement which would have the effect of reducing the Effective Yield for the 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans (other than, in each case, any such transaction or amendment or modification in connection with a Change of Control or Transformational Event). Any such determination by the Administrative Agent and the Company as contemplated by preceding clauses (a) and (b) shall be conclusive and binding on all Lenders holding 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans.”;

ix. The definition of “Term B Facilities” is hereby amended and restated in its entirety to read as follows:

““ Term B Facilities ” means, collectively, the Term B-1 Facility, the Term B-2 Facility, the Term B-3 Facility, the Term B-4 Facility and the Term B-5 Facility.”;

- x. The definition of “Term Commitment” is hereby amended by inserting the words “a Term B-5 Commitment,” after the words “a Term B-4 Commitment,” therein;
- xi. The definition of “Term Lender” is hereby amended by inserting the words “a Term B-5 Lender,” after the words “a Term B-4 Lender,” therein;
- xii. The definition of “Term Loans” is hereby amended by inserting the words “Term B-5 Loans,” after the words “Term B-4 Loans,” therein;

(c) Section 2.01(d) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:

“(d) Term B-5 Facility. The Company shall obtain up to \$875,000,000.00 of Incremental Term Loans (the “ Term B-5 Loans ”) provided for in Section 2.01(f) on the Incremental B-5 Effective Date; provided that (i) such Incremental Term Loans shall be effected pursuant to the Incremental B-5 Amendment, which shall be recorded in the Register and the Lenders in respect of which shall be subject to the requirements set forth in Section 3.01(f), (ii) the Company shall make any payments required pursuant to Section 3.05 in connection with the Term B-5 Loans, (iii) the Term B-5 Loans shall be denominated in Dollars and (iv) the Incremental B-5 Effective Date shall have occurred or shall occur substantially contemporaneously with the effectiveness of such Incremental B-5 Amendment. Such Term B-5 Loans established pursuant to this clause (c) shall be effected by the Incremental B-5 Amendment, which amendment may, for the avoidance of doubt, contain conditions to the effectiveness thereof different from those set forth in Section 2.01(f), which conditions may be amended, modified or waived by the holders of such Term B-5 Loans and without the consent of any other Lender and shall not be subject to the conditions described in Section 2.01(f).”;

(d) Section 2.01(f)(x) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:

“(x) subject to clause (xvi) below, the interest rate margins and, subject to Section 2.01(f)(ix), the amortization schedule applicable to any Incremental Term Loan shall be determined by the Company and Lenders providing such Incremental Term Loan; provided, however, that if the Effective Yield applicable to such Incremental Term Loan incurred within 12 months of the Restatement Effective Date is more than 0.50% higher than the corresponding Effective Yield for the existing 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans or Term B-5 Loans, the Applicable Rate with respect to the existing 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans or Term B-5 Loans, as the case may be, shall be increased by an amount equal to the difference between the Effective Yield with respect to the Incremental Term Loan and the corresponding Effective Yield with respect to 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans or Term B-5 Loans, as applicable, minus 0.50%.”;

- (e) Clause (E) of Section 2.05(a)(i) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:
- “(E) any voluntary prepayment of 2017 Refinancing Term B-1 Loans, 2017 Refinancing Term B-2 Loans, Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans shall be accompanied by an additional fee payment to the extent required pursuant to Section 2.09(b).”;
- (f) Section 2.06(b) of the Existing Credit Agreement shall be amended by inserting the following new clause (iii) thereof:
- (iii) The aggregate initial Term B-5 Commitments (and the Term B-5 Commitment of each Lender with such a Commitment) shall terminate in its entirety (to the extent not theretofore terminated) on the Incremental B-5 Effective Date (after giving effect to any incurrence of Term B-5 Loans on such date).
- (g) Section 2.07 of the Existing Credit Agreement shall be amended by inserting the following new clause (ix) thereof:
- “(ix) Term B-5 Loans. The Company shall pay to each Term B-5 Lender (i) on the last Business Day of each fiscal quarter of the Parent occurring after the Incremental B-5 Effective Date (commencing with the fiscal quarter ending December 31, 2018) but prior to the Maturity Date, the principal amount of all Term B-5 Loans then outstanding in an amount equal to 0.25% of the sum of the aggregate principal amount of such Term B-5 Loans on the Incremental B-5 Effective Date (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05) and (ii) on the Maturity Date for Term B-5 Loans, the principal amount of all Term B-5 Loans in an amount equal to the aggregate principal amount of all Term B-5 Loans outstanding on such date; provided that the amount of any such prepayment set forth above shall be adjusted to account for the addition of any Extended Term Loans or Incremental Term Loans made to the Company to contemplate (A) the reduction in the aggregate principal amount of the Term B-5 Loans that were converted in connection with the incurrence of such Extended Term Loans and (B) any increase to payments to the extent and as required pursuant to the terms of any applicable Commitment Increase Amendment involving an increase to the Term B-5 Loans.”;
- (h) Section 2.09(b) of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:
- “(b) Repricing Transaction. At the time of the effectiveness of any Repricing Transaction that is consummated prior to the six-month anniversary of the Restatement Effective Date, the Borrowers agree to pay to the Administrative Agent, for the ratable account of each Term Lender with outstanding Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans (including each Term Lender that withholds its consent to such Repricing Transaction and is replaced as a Non-Consenting Lender under Section 11.13), a fee in an amount equal to 1.0% of (x) in the case of a Repricing Transaction of the type described in clause (a) of the definition thereof, the aggregate principal amount of all Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans prepaid in connection with such Repricing Transaction and (y) in the case of a Repricing Transaction described in clause (b) of the definition thereof, the aggregate principal amount of all Term B-3 Loans, Term B-4 Loans and/or Term B-5 Loans outstanding on such date that are subject

to an effective pricing reduction pursuant to such Repricing Transaction. Such fees shall be due and payable upon the date of the effectiveness of such Repricing Transaction.”;

- (i) Section 7.11 of the Existing Credit Agreement shall be amended and restated in its entirety to read as follows:

“7.11 Use of Proceeds. Use the proceeds of (a) the Term B-3 Loans and the Term B-4 Loans to finance (i) the Target Acquisition, (ii) the Refinancing, (iii) to the extent that the Existing Target Senior Notes have not been repaid on the Restatement Effective Date as part of the Refinancing, the Existing Target Senior Notes Escrow and (iv) fees and expenses incurred in connection with the Transaction; (b) the Term B-5 Loans to finance (i) the Eze Acquisition and (ii) fees and expenses incurred in connection with the Eze Transactions; and (c) the Revolving Loans to finance working capital, capital expenditures and other lawful corporate purposes, including to make permitted Restricted Payments, Permitted Acquisitions and Investments permitted by Section 8.02, provided that no Loans under the Revolving Facility may be utilized to finance the Target Acquisition, the Refinancing or the Existing Target Senior Notes Escrow or to pay the fees and expenses incurred in connection with the Transaction, except that the Company may use the proceeds of Revolving Loans on the Restatement Effective Date to pay (x) upfront fees and original issue discount in connection with the Transaction and related indebtedness incurred in connection therewith and (y) fees and expenses incurred in connection with the Transaction, in each case as a result of the Arrangers’ exercise of the Flex Provisions. Notwithstanding the foregoing, the Borrowers shall ensure that no proceeds of any Loans are on-lent directly or indirectly to the Swiss Guarantor or a subsidiary of the Swiss Guarantor resident in Switzerland for Swiss tax purposes.”

3. Conditions to Effectiveness and Availability. Notwithstanding anything to the contrary set forth herein or in the Existing Credit Agreement, the effectiveness of this Agreement and the Company’s receipt of the Incremental Term B-5 Loans hereunder are subject to the satisfaction of the following conditions (the first date on which each such condition has been satisfied, the “Incremental B-5 Effective Date”):

- (a) The due execution and delivery of this Agreement by the Company, the other Loan

Parties, the Administrative Agent and the Incremental Term B-5 Lender party hereto. Each party hereto agrees that their signature and consent to this Agreement, once delivered, are irrevocable and may not be withdrawn.

(b) Concurrently with the initial funding of the Term B-5 Loans, the Acquisition shall have been consummated in accordance with the terms and conditions of the Acquisition Agreement, and the Acquisition Agreement shall not have been altered, amended or otherwise changed or supplemented or any provision or condition therein waived, and neither the Company nor any affiliate thereof shall have consented to any action which would require the consent of the Company or such affiliate under the Acquisition Agreement, if such alteration, amendment, change, supplement, waiver or consent would be adverse to the interests of the Incremental Term B-5 Lenders in any material respect, in any such case without the prior written consent of the Lead Arrangers (as defined in the commitment letter dated July 30, 2018 (including the exhibits and other attachments thereto, the “Commitment Letter”) among the Company and the Commitment Parties (as defined therein)) (such consent not to be unreasonably withheld) (it being understood and agreed that any alteration, supplement, amendment, modification, waiver or consent that (a) decreases the purchase price in respect of the Acquisition by 10% or more other than purchase price adjustments pursuant to the express terms of the Acquisition Agreement shall be deemed to be adverse to the interests of the Incremental Term B-5 Lenders in a

material respect, unless any such purchase price reduction in excess of 10% is applied to reduce the amount of Incremental Term B-5 Commitments on a dollar-for-dollar basis, (b) any increase in the purchase price in respect of the Acquisition shall not be deemed to be adverse to the interests of the Incremental Term B-5 Lenders in any material respect, so long as such increase is funded solely by the issuance of the Parent of common equity) and (c) any change to the definition of Material Adverse Effect (as defined in the Acquisition Agreement as in effect on July 30, 2018) shall be deemed to be adverse to the interests of the Incremental Term B-5 Lenders in a material respect.

(c) Subject to the Funds Certain Provisions (as defined below), all Guarantees and Collateral Documents with respect to the Acquired Business required to create and perfect the security interest of the Administrative Agent in the Collateral shall have been executed and delivered, and if applicable, be in proper form for filing.

(d) Receipt by the Administrative Agent of a legal opinion of Simpson Thacher & Bartlett LLP, New York counsel to the Loan Parties, addressed to the Administrative Agent, each L/C Issuer and each Incremental Term B-5 Lender, dated as of the Incremental B-5 Effective Date, and in form and substance reasonably satisfactory to the Administrative Agent.

(e) Receipt by the Administrative Agent of a certificate of Parent in the form of Exhibit A hereto, dated as of the Incremental B-5 Effective Date, signed by the chief financial officer of the Parent.

(f) Receipt by the Administrative Agent of a certificate of each Loan Party, dated as of the Incremental B-5 Effective Date (the statements made in such certificate shall be true and correct on and as of the Incremental B-5 Effective Date), certifying as to each of the following:

- i. copies of the Organization Documents of each Loan Party certified to be true and complete as of the date of the resolutions referred to in clause (ii) below were adopted by the appropriate Governmental Authority of the state or other jurisdiction of its incorporation or organization, where applicable, and certified by a secretary or assistant secretary of such Loan Party to be true and correct as of the Incremental B-5 Effective Date;
- ii. such certificates of resolutions or other action, incumbency certificates (if applicable in the relevant jurisdiction) and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party; and
- iii. such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly incorporated, organized or formed, and is validly existing, in good standing and qualified to engage in business in its state or jurisdiction of incorporation, organization or formation (if applicable).

(g) Receipt by the Administrative Agent of completed customary searches dated on or before the Incremental B-5 Effective Date, including all effective financing statements filed in the jurisdictions of organization of each Loan Party that name such Loan Party as debtor, together with copies of such other financing statements.

(h) Receipt by the Administrative Agent of (1) audited consolidated balance sheets and related statements of income and cash flows of the Acquired Companies for the most recent two fiscal years ended at least 90 days prior to the Incremental B-5 Effective Date and (2) unaudited consolidated balance sheets and related statements of income and cash flows of each of the Acquired Companies for each fiscal quarter ended after the close of its most recent fiscal year (other than the last quarter of a fiscal year) and at least 45 days prior to the Incremental B-5 Effective Date .

(i) To the extent invoiced at least three Business Days prior to the Incremental B-5 Effective Date, all costs, fees, expenses (including, without limitation, legal fees and expenses) and other compensation contemplated by the Commitment Letter and the Fee Letter, dated as of July 30, 2018, among the Company and the Commitment Parties or as otherwise agreed by the parties thereto, payable to each Commitment Party and the Lenders shall have been paid to the extent due.

(j) The Company shall have delivered to the Administrative Agent a duly executed counterpart to the fee letter in respect of the ticking fee applicable to the Incremental Term B-5 Commitments.

(k) The Administrative Agent and the Lenders shall have received, at least three days prior to the Incremental B-5 Effective Date, all documentation and other information regarding Parent, each Borrower and each Guarantor, as required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the Act and the requirements of 31 C.F.R. § 1010.230, to the extent requested at least 10 days prior to the Incremental B-5 Effective Date.

(l) The Specified Representations and the Acquisition Agreement Representations (as defined below) shall be true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality, shall be true and correct in all respects). For the purposes of this clause (m), the “Acquisition Agreement Representations” means the representations made by (or relating to) the Acquired Business in the Acquisition Agreement as are material to the interests of the Incremental Term B-5 Lenders, but only to the extent that the Company has the right (or the Company’s applicable affiliate has the right) to terminate the Company’s (or the Company’s affiliate’s) obligations (or to refuse to consummate the Acquisition) under the Acquisition Agreement as a result of a breach of such representations.

(m) Since July 30, 2018, there shall not have occurred and be continuing any event, occurrence, revelation or development of a state of circumstances or facts which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect (as defined in the Acquisition Agreement in effect on July 30, 2018).

(n) The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Company certifying that the conditions specified in Section 3(l) and Section 3(m) have been satisfied.

Notwithstanding anything to the contrary set forth in this Section 3, to the extent any Collateral may not be perfected either by (x) the filing of a UCC financing statement (or the equivalent thereof in any applicable jurisdiction), or (y) taking delivery and possession of a stock certificate of the Acquired Companies, as well as each material direct or indirect wholly-owned domestic subsidiary of the Acquired Companies (other than a domestic subsidiary that is a Foreign Holdco) (provided that such certificates of the Acquired Companies’ material wholly-owned domestic restricted subsidiaries will be required to be delivered on the Incremental B-5 Effective Date only to the extent received from the Acquired Companies after the Company’s use of commercially reasonable efforts to do so), if the

perfection of the Administrative Agent's security interest in such Collateral may not be accomplished prior to the Incremental B-5 Effective Date after the Company's use of commercially reasonable efforts to do so and without undue burden and expense, then the perfection of the security interest in such Collateral shall not constitute a condition precedent to the availability and funding of the Incremental Term B-5 Loans on the Incremental B-5 Effective Date but, instead, may be accomplished within 90 days after the Incremental B-5 Effective Date (which date may be extended by the Administrative Agent in its reasonable discretion); provided that nothing in preceding clause (ii) shall be construed to limit the applicability of the individual conditions expressly set forth in this Section 3). The provisions of this paragraph are referred to as the "Funds Certain Provisions".

4. Effect of Amendment. Except as expressly set forth in this Agreement or in the Amended Credit Agreement, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Existing Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other provision of the Existing Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations or Foreign Obligations (as applicable) of the applicable Loan Parties under the Loan Documents, in each case, as amended by this Agreement. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Existing Credit Agreement or any other Loan Document in similar or different circumstances.

On and after the Incremental B-5 Effective Date, each reference in the Existing Credit Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import, and each reference to the "Credit Agreement" in any other Loan Document, in each case shall be deemed a reference to the Amended Credit Agreement. This Agreement shall constitute a "Loan Document" for all purposes of the Amended Credit Agreement and the other Loan Documents.

The parties hereto confirm that no novation of any kind has occurred as a result of, or in connection with, this Agreement or otherwise, any such novation being hereby expressly disclaimed.

5. Amended Credit Agreement Governs. Except as set forth in this Agreement, the Incremental Term B-5 Loans shall otherwise be subject to the provisions of the Amended Credit Agreement and the other Loan Documents.
6. Notice. The address of the Incremental Term B-5 Lender for purposes of all notices and other communications is as set forth on the Administrative Questionnaire delivered by the Incremental Term B-5 Lender to the Administrative Agent in connection with this Agreement.
7. Amendment, Modification and Waiver. This Agreement may not be amended, modified or waived except by an instrument or instruments in writing signed and delivered on behalf of each of the parties hereto.
8. Reaffirmation

. By executing and delivering a counterpart hereof, (i) each Borrower and each Guarantor hereby agrees that all Loans incurred by the applicable Borrowers shall be guaranteed by the applicable Guarantors pursuant to the Guaranty set forth at Article IV of the Amended Credit Agreement in accordance with the terms and provisions thereof and shall be secured pursuant to the Collateral Documents in accordance with the terms and provisions thereof and (ii) each Borrower and

each other Loan Party hereby (A) agrees that, notwithstanding the effectiveness of this Agreement, after giving effect to this Agreement, the Collateral Documents continue to be in full force and effect and (B) affirms and confirms all of its obligations and liabilities under the Existing Credit Agreement and each other Loan Document, in each case after giving effect to this Agreement, including, with respect to the Guarantors, the guaranty of the Obligations or Foreign Obligations (as applicable) by each Guarantor and, with respect to each Loan Party, the pledge of and/or grant of a security interest in its assets as Collateral pursuant to the Collateral Documents to secure such Obligations or Foreign Obligations (as applicable), and acknowledges and agrees that such obligations, liabilities, guarantee, pledge and grant continue in full force and effect in respect of, and to secure, such Obligations or Foreign Obligations (as applicable) under the Existing Credit Agreement and the other Loan Documents, in each case after giving effect to this Agreement.

9. Entire Agreement. This Agreement, the Amended Credit Agreement and the other Loan Documents constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties or any of them with respect to the subject matter hereof.
10. GOVERNING LAW; JURISDICTION; ETC. **SECTION 11.14 OF THE AMENDED CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS.**
11. WAIVERS OF JURY TRIAL. **SECTION 11.15 OF THE AMENDED CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT AND SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS.**
12. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
13. Counterparts. This Agreement may be executed in any number of counterparts and by the various parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one contract. Delivery of an executed counterpart of this Agreement by telecopier or other secure electronic format (including .pdf format) shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall constitute a "Loan Document" for purposes of the Amended Credit Agreement.

The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused its duly Authorized Officer to execute and deliver this Agreement as of the date first set forth above.

SS&C TECHNOLOGIES, INC., as a Borrower

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Senior Vice President
and Chief Financial Officer

SS&C TECHNOLOGIES HOLDINGS EUROPE, as a Borrower

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Type A Manager

By: /s/ Marjorie Allo
Name: Marjorie Allo
Title: Type B Manager

SS&C EUROPEAN HOLDINGS, as a Borrower

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Type A Manager

By: /s/ Marjorie Allo
Name: Marjorie Allo
Title: Type B Manager

[Signature Page to Commitment Increase Amendment]

SS&C FINANCING LLC, as a Borrower

By: SS&C TECHNOLOGIES HOLDINGS EUROPE S.À.R.L., its sole member

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Type A Manager

By: /s/ Marjorie Allo
Name: Marjorie Allo
Title: Type B Manager

SS&C TECHNOLOGIES HOLDINGS, INC., as Parent and a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Senior Vice President, Chief
Financial Officer and Treasurer

ADVENT SOFTWARE, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Vice President and Treasurer

[Signature Page to Commitment Increase Amendment]

SS&C FINANCIAL SERVICES LLC, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Member of the Management Committee

FINANCIAL MODELS COMPANY LTD., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Vice President and Treasurer

HUB DATA INCORPORATED, as a Guarantor

By: /s/ Patrick J. Pedonti Name: Patrick J. Pedonti
Title: Vice President and Treasurer

SS&C TECHNOLOGIES CONNECTICUT, LLC, as a Guarantor

By: /s/ Patrick J. Pedonti Name: Patrick J. Pedonti
Title: Senior Vice President

SS&C SOLUTIONS LIMITED, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Director

ADVENT SOFTWARE LUXEMBOURG, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Type A Manager

By: /s/ Marjorie Allo
Name: Marjorie Allo
Title: Type B Manager

[Signature Page to Commitment Increase Amendment]

SS&C TECHNOLOGIES CANADA CORP., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Director and Senior Vice President

GLOBEOP FINANCIAL SERVICES (SWITZERLAND) GMBH, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Managing Officer

FINANCIAL MODELS CORPORATION LIMITED, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Director

SS&C FINANCIAL SERVICES LIMITED, as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Director

[Signature Page to Commitment Increase Amendment]

DST SYSTEMS, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Executive Vice President and
Treasurer

DST PHARMACY SOLUTIONS, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Senior Vice President and Treasurer

DST HEALTHCARE HOLDINGS, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Vice President and Treasurer

DST ASSET MANAGER SOLUTIONS, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Vice President and Treasurer

WEST SIDE INVESTMENT MANAGEMENT, INC., as a Guarantor

By: /s/ Patrick J. Pedonti
Name: Patrick J. Pedonti
Title: Vice President and Treasurer

[Signature Page to Commitment Increase Amendment]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

By: /s/ Vipul
Dhadda

Vipul Dhadda

Authorized Signatory

Title:

By: /s/ Brady
Bingham

Brady Bingham

Authorized Signatory

Title:

[Signature Page to Commitment Increase Amendment]

LENDERS :

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the Incremental
Term B-5 Lender

By: /s/ Vipul
Dhadda

Vipul Dhadda

Authorized Signatory

Title:

By: /s/ Brady
Bingham

Brady Bingham

Authorized Signatory

Title:

[Signature Page to Commitment Increase Amendment]

SCHEDULE A
TO COMMITMENT INCREASE AMENDMENT

Part A – Incremental Term B-5 Commitments

Incremental Term B-5 Lender	Incremental Term B-5 Commitments
Credit Suisse AG, Cayman Islands Branch	\$875,000,000.00
Total	\$875,000,000.00

**SOLVENCY CERTIFICATE
SS&C TECHNOLOGIES HOLDINGS, INC.**

OFFICER'S CERTIFICATE

[DATE]

Reference is made to that certain Credit Agreement, dated as of [], 201[] (the “Credit Agreement”), among SS&C TECHNOLOGIES, INC., a Delaware corporation, SS&C TECHNOLOGIES HOLDINGS EUROPE S.A.R.L., a company organized under the laws of Luxembourg, SS&C TECHNOLOGIES HOLDINGS, INC., a Delaware corporation (the “Parent”), the other Guarantors, the Lenders and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and L/C Issuer. Capitalized terms used but not otherwise defined herein have the meanings set forth in the Credit Agreement.

For purposes of this certificate, the terms below shall have the following definitions:

1. “Fair Value”

The amount at which the assets (both tangible and intangible), in their entirety, of the Parent and its Subsidiaries (including Target and its Subsidiaries, the “Target Group”) taken as a whole would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, with neither being under any compulsion to act.

2. “Present Fair Salable Value”

The amount that could be obtained by an independent willing seller from an independent willing buyer if the assets of the Parent and its Subsidiaries (including the Target Group) taken as a whole are sold with reasonable promptness in an arm's-length transaction under present conditions for the sale of comparable business enterprises insofar as such conditions can be reasonably evaluated.

3. “Liability” or “Stated Liabilities”

The recorded liability or liabilities (including contingent liabilities that would be recorded in accordance with GAAP) of the Parent and its Subsidiaries (including the Target Group) taken as a whole, as of the date hereof after giving effect to the consummation of the Transactions, determined in accordance with GAAP consistently applied.

4. “Identified Contingent Liabilities”

The maximum estimated amount of liabilities reasonably likely to result from pending litigation, asserted claims and assessments, guaranties, uninsured risks and other

contingent liabilities of the Parent and its Subsidiaries (including the Target Group) taken as a whole after giving effect to the Transactions (including all fees and expenses related thereto but exclusive of such contingent liabilities to the extent reflected in Stated Liabilities), as identified in terms of their nature and estimated magnitude by responsible officers of the Parent based (in the case of Contingent Liabilities of the Target Group) on the diligence information provided by Target prior to the date of this Certificate.

5. “Are able to pay their debts and other Liabilities, contingent obligations and other commitments as they mature”

For the period from the date hereof through the Maturity Date, the Parent and its Subsidiaries (including the Target Group) taken as a whole will have sufficient assets and cash flow to pay their respective Stated Liabilities and Identified Contingent Liabilities as those liabilities mature or (in the case of contingent liabilities) as they otherwise become payable.

6. “Unreasonably Small Capital”

For the period from the date hereof through the Maturity Date, the Parent and its Subsidiaries (including the Target Group) taken as a whole after consummation of the Transactions is a going concern and has sufficient capital to ensure that it will continue to be a going concern for such period.

The undersigned does hereby certify, in his capacity as [Senior Vice President, Chief Financial Officer and Treasurer] of Parent and not individually, on behalf of Parent and pursuant to Section [] of the Credit Agreement, that after giving effect to consummation of the Transactions (assuming for such purpose that the consummation of the Transactions occurred on the Effective Date) (a) the Parent and its Subsidiaries (including the Target Group), taken as a whole, are able to pay their debts and other Liabilities, contingent obligations and other commitments as they mature in the ordinary course of business, (b) the Parent and its Subsidiaries do not intend to, and do not believe that they will, incur debts or Liabilities beyond such Parent and its Subsidiaries ability, taken as a whole, to pay such debts and Liabilities as they mature, (c) the Parent and its Subsidiaries (including the Target Group) are not engaged in a business or a transaction, and are not about to engage in a business or a transaction, for which such Parent and its Subsidiaries (including the Target Group) property, taken as a whole, would constitute Unreasonably Small Capital, (d) the Fair Value of the property of the Parent and its Subsidiaries (including the Target Group), taken as a whole, is greater than the total amount of Liabilities, including Contingent Liabilities, of the Parent and its Subsidiaries (including the Target Group), and (e) the Present Fair Salable Value of the assets of the Parent and its Subsidiaries (including the Target Group), taken as a whole, is not less than the amount that will be required to pay the probable Liability of the Parent and its Subsidiaries (including the Target Group) on its debts as they become absolute and matured. The amount of Identified Contingent Liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured Liability.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Officer's Certificate as of the date first written above.

**SS&C TECHNOLOGIES
HOLDINGS, INC.**

By:

Name:

Title:



ssctech.com

Exhibit 99.1

SS&C Completes Acquisition of Eze Software

WINDSOR, CT, October 1, 2018 (PR NEWswire) – SS&C Technologies Holdings, Inc. (Nasdaq: SSNC), a global provider of financial services software and software-enabled services, today announced that it has completed the acquisition of Eze Software, a leading global provider of investment management solutions.

Eze Software serves asset managers, including a mix of hedge fund, long-only asset manager, multi-manager and asset owner clients. As a result of the acquisition, SS&C adds 1,050 employees in 15 offices and more than 2,500 clients across five continents.

“We are pleased to welcome Eze clients and employees,” said Bill Stone, Chairman and Chief Executive Officer, SS&C Technologies. “The addition of

Eze aligns with SS&C's innovation strategy to transform investment operations. SS&C gives Eze the global scale and services infrastructure to accelerate its already impressive momentum."

"With the combined power of our complementary offerings, a strong commitment to customer service and SS&C's leadership in the alternatives space, we are confident that together we can deliver even better technology and service," said Jeff Shoreman, CEO and President of Eze Software.

Under the terms of the agreement, as announced on July 31, 2018, SS&C purchased Eze Software in an all-cash transaction of \$1.45 billion. In 2017, Eze Software had total revenues of \$280 million and Adjusted EBITDA of \$105 million. As previously announced, SS&C expects \$30 million of run-rate costs savings, achieved by 2021. SS&C funded the acquisition with a combination of cash and \$875 million in incremental term loan debt. The transaction is expected to be immediately accretive to adjusted earnings per share.



ssctech.com | solution@sscinc.com

About Eze Software

Eze Software is a global leading provider of investment management software solutions designed to optimize operational and investment alpha throughout the entire investment process. Eze Software provides the platform for growth for the entire investment management community, maximizing efficiencies across order management, trade execution & analytics, portfolio analytics & modeling, compliance & regulatory reporting, commission management, and portfolio & investor accounting. For more than 20 years Boston-based Eze Software has been driving innovation in financial technology. Today, Eze Software partners with more than 2,500 buy- and sell-side institutions in 45 countries from their 15 offices worldwide. For more information, visit www.ezesoft.com.

About SS&C Technologies

SS&C is a global provider of investment and financial software-enabled services and software for the global

financial services and healthcare industries. Founded in 1986, SS&C is headquartered in Windsor, Connecticut and has offices around the world. Some 13,000 financial services and healthcare organizations, from the world's largest institutions to local firms, manage and account for their investments using SS&C's products and services.

SOURCE: SS&C

Additional information about
SS&C (Nasdaq:SSNC) is available at www.ssctech.com.
Follow SS&C on [Twitter](#), [LinkedIn](#) and [Facebook](#).

For more information

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