

**STATEMENT OF WORK #10:  
Mutual Fund Screener – Hypothetical Growth of 10K  
Chart**

This Statement of Work (“SOW”) is entered into between Markit On Demand, Inc. (“S&P”) and Fidelity Brokerage Services LLC (“Customer”) pursuant to, and incorporating by reference all terms and conditions of the Master Agreement between Markit On Demand, Inc. and Customer dated January 1, 2003 (the “Agreement”). References to “MOD” / “Markit” / “IHS Markit” and “Subscriber”/“Client” (as the case may be in the Agreement) shall be read, for the purpose of this SOW, to mean “S&P” and “Customer” as defined herein.

This SOW constitutes a separate agreement between S&P and Customer for the services described herein. The parties agree that this SOW and the services provided hereunder are subject to the terms and conditions of the Agreement, incorporated into this SOW by reference. In case of inconsistency between the terms of the Agreement and the terms of this SOW, the terms of this SOW shall prevail. All capitalized terms used but not defined in this SOW shall have the meanings given to such terms in the Agreement.

This SOW commences on October 31, 2023 (“Effective Date”).

**1 Project Description**

**1.1 Customized Solution**

S&P will replace the current Hypothetical Growth of 10K chart with Fidelity’s current charting solution S&P’s ChartIQ (the “Customized Solution”) to remedy a vulnerability identified by Customer’s cyber security team.

The Customized Solution will include the features listed below:

- Replace Fidelity’s current chart implementation with S&P’s ChartIQ solution.
- Support similar already existing chart and current functionality for the Hypothetical Growth of 10K chart:
  - Allow comparison of up to five (5) mutual funds and four (4) indices to be added to the chart simultaneously.
  - Legend
  - Dynamic hover over data
  - Timeframes and frequencies
  - Allow zooming to the chart (in/out)

**1.2 Assumptions**

- S&P has not been aware of the specifics of the security vulnerability Customer has observed. S&P cannot guarantee that a ChartIQ solution will solve the underlying issue.
- S&P will continue to use Customer’s API for data to power the chart. The data set retrieval from Fidelity through current API integration will remain as is and may require some manipulation and transformation.
- Existing authentication will be reused – the chart does not require authentication as it is powered by the data set passed in the configuration.

**1.3 Browser Support**

S&P will provide support for the Customized Solution in the following browsers. S&P will use reasonable efforts to support the most recent browser versions after they become available. Legacy versions will be retired in due course.

OS	Browser
Windows	Internet Explorer
Windows/Mac	Firefox
Mac	Safari
Windows/Mac	Chrome

**1.4 Operation System and Hardware Support**

S&P will provide support for the Customized Solution in the following mobile operating systems and hardware platforms:

- Apple iOS 9.0 and greater
- Google Android 6.x (Marshmallow) and greater

S&P will use reasonable efforts to support the most recent operating system version for both Apple iOS and Google Android after they become available. Support for legacy versions (typically 2 major (e.g. 1.x vs 2.x) versions back from current) will be retired over time.

For S&P QA, the Customized Solution will be optimized for the following hardware devices:

- Apple iPad 2 and greater
- Any Android device running Marshmallow (6.0) or greater

The version and hardware support may be reviewed and adjusted if mutually agreed upon by the parties.

**2 Redundancy**

The Customized Solution will be operational in all of S&P managed data centers.

**3 Reporting**

S&P will provide its standard reporting package when the Customized Solution is running in production.

**4 Content**

Customer will be responsible for licensing and providing all data, content and fonts required for this project. S&P can recommend and make introductions to appropriate providers, but Customer will be responsible for all agreements with and payments to such providers.

**5 Term**

This SOW shall commence on the Effective Date and remain in effect for one (1) year thereafter (“Initial Term”). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to

renew the term no later than thirty (30) days prior to the expiration of the then current term.

## 6 Acceptance

Commencing on the Launch Date (defined as when project functionality is moved to a S&P production environment) or as otherwise agreed by the parties in writing, Customer shall conduct testing on the Customized Solution within five (5) business days (the "Acceptance Period"). Within the Acceptance Period, Customer shall provide written notice of acceptance or rejection. In the event Customer rejects any part of the Customized Solution, Customer shall provide adequate explanation regarding the material defects. If Customer fails to provide written notice of rejection within the Acceptance Period, S&P may deem the Customized Solution accepted. The date upon which the Customer accepts the Customized Solution, or the Customized Solution has been deemed accepted, shall be referred to as the "Acceptance Date."

Notwithstanding the remainder of this section, Customer's right to accept the Customized Solution is applicable solely to completion of listed project milestones and overall completion of development services. Hosting Services are not subject to Customer's acceptance. Customer agrees that the usage of hosting services by Customer constitutes acceptance of the hosting services.

## 7 Service Fee

The Service Fee for the work enumerated in this SOW shall consist of: (1) a one-time development fee of \$10,000, due on the Acceptance Date and (2) a monthly fee of \$3,500, commencing upon the Acceptance Date. The monthly fee may increase upon the renewal term and annually thereafter by four percent (4%). For any other fee increases, S&P will provide Customer at least ninety (90) days' prior written notice.

S&P will invoice Customer monthly.

Customer shall pay S&P for any reimbursable expenses incurred by S&P that have been agreed to in advance between the parties within thirty (30) days of the date of the relevant invoice from S&P.

## 8 Enhancement Budget

Customer is entitled to an enhancement budget equal to fifteen percent (15%) of the monthly service fee to fund enhancements to the Customized Solution, which may include design changes, addition of new features, or integration of new data (the "Enhancement Budget"). The Enhancement Budget shall be accrued on a rolling twelve (12) month basis. S&P will multiply its standard rate of \$175 an hour by the number of hours worked on any enhancement and subtract the resulting product from the accrued Enhancement Budget.

## 9 Bug Fixes and Material Changes

S&P will not charge any additional fees for work done to address any material defects in the Customized Solution so it conforms to the original requirements set out in this SOW and its functional documentation ("Bug Fixes") to the extent that we are hosting the Customized Solution.

S&P will make any changes beyond Bug Fixes and if applicable, changes covered by the Enhancement Budget, at the rate of \$175 an hour.

Should the Customer want S&P to perform additional work, the parties will enter a separate SOW.

## 10 Representations and Warranties

Each party represents and warrants that: (i) when executed and delivered, this SOW shall constitute the legal, valid and binding obligation of such party, enforceable against it pursuant to its terms; (ii) it shall comply with all applicable federal and state laws, regulations and statutes in the performance of its obligations hereunder; (iii) it has full power and authority to enter into and perform its obligations under this SOW; (iv) it has obtained all necessary corporate approvals to enter into and execute this SOW; and (v) its performance under this SOW does not and shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.

## 11 Data Protection

Customer represents and warrants to S&P that those individuals or entities for which they provide Personal Data to S&P have consented to the processing and transfer of their Personal Data as contemplated by this SOW, including but not limited to individuals authorized to access the Services on its behalf ("**Designated Users**"). This information may include personal data such as but not limited to names, titles and work contact information, ("**Personal Data**").

Each party agrees that it shall comply with all applicable data privacy laws including implementing appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data. S&P will handle all Personal Data in accordance with S&P's Privacy Policy which can be found at <https://ihsmarkit.com/legal/privacy-policy.html>. In order to provide the Services S&P may use, collect, store, disclose and process the Personal Data and transfer the Personal Data inside of, and outside of, the United States and the European Economic Area.

## 12 Change Management

S&P reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the services from time to time to maintain operations and as required for problem management and/or system security. S&P will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, Customer will be notified in advance of any expected outages.

## 13 Invoices

All invoices for S&P services provided under this SOW shall be sent to the following representative of Customer:

Fidelity Investments  
[FidelityInvestmentsINVOICES@fmr.com](mailto:FidelityInvestmentsINVOICES@fmr.com)  
 245 Summer Street  
 Boston, MA 02110

<b>ACCEPTED</b> <b>MARKIT ON DEMAND, INC.</b>	<b>ACCEPTED</b> <b>FIDELITY BROKERAGE SERVICES LLC</b>
<b>SIGNATURE</b> <small>DocuSigned by:</small> <i>Renee Spampinato</i>	<b>SIGNATURE</b> <small>DocuSigned by:</small> <i>Leslie Panek</i>
<b>PRINT NAME</b> <small>FF1C9DED2D584A8...</small> Renee Spampinato	<b>PRINT NAME</b> <small>9603072BCB15483...</small> Leslie Panek
<b>TITLE</b> Head of Fincentric	<b>TITLE</b> VP, Procurement
<b>DATE OF SIGNATURE</b> 12/1/2023   1:12:19 PM EST	<b>DATE OF SIGNATURE</b> 12/1/2023   1:54:17 PM EST