

Markit Digital Addendum

BETWEEN

1. **Markit North America, Inc.**, a company incorporated in Delaware whose principal office is at 450 West 33rd Street, 5th Floor, New York, NY 10001 ("**Markit**") on behalf of itself and its affiliates; and
2. **Pacific Investment Management Company LLC**, a company organized under the laws of Delaware, and having its registered office at 650 Newport Center Drive, Newport Beach, CA ("**Customer**").

Reference is made to the **Master Data Services Agreement** signed by and between **Markit Group Limited** and **Pacific Investment Management Company LLC** dated September 16, 2005. This is an addendum to the Agreement, however it constitutes a separate agreement between Markit and Customer for the services subscribed herein (the "**Addendum**"). The parties hereby agree that this Addendum and the Services provided hereunder are subject to the terms and conditions of the Agreement (which, for purposes of this Addendum, includes the Managed Services Terms), all of which shall be incorporated by reference into this Addendum. The parties to this Addendum hereby agree that, for the purposes of this Addendum, the parties hereto shall be deemed to be "Markit" and "Customer" (as applicable) as such terms are used in the relevant sections of the Agreement. In case of any conflict or inconsistency between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail to the extent of any such conflict or inconsistency. All capitalized terms used but not defined in this Addendum shall have the meanings given to such terms in the relevant sections of the Agreement. Customer

Markit services will be documented in statements of work ("**SOW**"), signed by both parties and attached hereto regarding tasks to be performed and/or items to be delivered under this Addendum (the "**Services**"). SOW shall be controlling with regard to the specifications for each project, fee amounts, delivery dates, services to be performed, and the duration of each project. Otherwise, if the terms of this Addendum and any SOW conflict, the terms of the applicable SOW shall control to the extent of any such conflict.

The following additional terms shall apply to the Services for the purposes of this Addendum, which, in case of conflict, shall prevail over the Master Terms:

1. Term. This Addendum shall be effective from **September 25, 2017** (the "**Effective Date**") and remain in effect so long as the terms of any SOW are ongoing between Markit and Customer, or so long as any SOW has not reached completion. In the event that this Addendum should lapse due to a completion of services and all SOWs, the execution of an additional SOW by both parties shall automatically reinstate this Agreement.
2. Services.

2.1. Markit shall provide the Services to and for the benefit of Customer and its PIMCO-branded Affiliates in accordance with the applicable SOW, incorporated into this Addendum by reference.

2.2. Subscriber shall provide Markit with reasonable cooperation as far as is necessary to facilitate proper and prompt performance of the Services, including providing Markit with specific and detailed information as identified in a SOW concerning Customer's use of, and providing reasonable access to, any applicable software and providing Markit with adequate access to Customer's personnel who have sufficient experience and expertise to assist Markit in the provision of the Markit Services.

3. Fees

3.1. Customer shall pay to Markit the service fees as set forth in the applicable SOW(s). Unless otherwise specified, all services shall be billed by Markit to Customer monthly in arrears. Undisputed service fees shall be paid in United States dollars (unless the parties agree otherwise), and are payable thirty (30) days after the date of the relevant invoice. Client shall, promptly following discovery of a reason for dispute, provide written notice to Markit of any dispute setting forth in reasonable detail the reason for such dispute

4. Content and third party software

4.1 Subscriber will be responsible for licensing, payment and providing all data, software, applications and/or platforms required enable Markit to provide the Services (such data, software, applications and/or platforms as provided to perform the Services, the "Customer Provided Software").

5. Intellectual property.

5.1 The parties agree that the HTML design of the web pages, other tools or deliverables, and PDF reports, to the extent originated and prepared exclusively for Customer, and to the extent copyrightable under copyright law, shall belong exclusively to Customer. The parties agree that all right, title and interest in and to any other deliverables provided to Customer, including any and all object and source code, CGI, XML formatting, computer system designs, documentation, user interfaces, and all patent rights (including, without limitation, the exclusive right to make, use and sell), patent registrations and applications, trade secrets, contract and licensing rights, and methodologies, shall be owned by Markit. Nothing herein shall be construed to grant Customer any rights in or to any of the foregoing except as expressly set forth herein.

5.2 The parties acknowledge that providing the Services may result in the development of new software, in addition to Markits' prior technology, which may be embodied in the Services provided pursuant to this Agreement and/or the intellectual property underlying such solution. The parties agree that such property shall belong to Markit exclusively except that a perpetual license shall be granted to Customer to any such materials to the extent in any deliverables provided to Customer. Markit will, and will procure that its Affiliates will, at the Customer's request promptly do all reasonable acts and things and execute all documents and deeds which

the Customer considers are necessary or desirable for giving full effect to the assignment contained in paragraph 5.1.

5.3 In the event Customer contributes any information, including (but not limited to) articles, text, images, logos, icons, audio footage, video footage, models, research, data, know how, technology, concepts, ideas, inventions or other content, documents, materials or property to Markit to enable Markit to perform the Services ("Customer Content"), as between Markit and Customer, Customer shall retain ownership of all such Customer Content and the Intellectual Property in them or that may be derived from them exclusively for the life of such rights.

5.4 Customer grants to Markit a non-exclusive, royalty-free, fully-paid, non-transferable, revocable, limited license to use the Customer Content and the Intellectual Property in them solely to the extent required by Markit to provide the Services to Customer. Except as set out in this paragraph 5.4, no license is granted by the Customer to Markit to use Customer's Intellectual Property under this Addendum.

6. Governance

6.1. Each party will notify the other of its point of contact for the purposes of communicating decisions and resolving disputes concerning the provision of the Services under this Addendum.

6.2. The points of contact will meet as often, and as promptly as the parties decide is necessary to discuss any information required, any decisions to be made and any disputes that have arisen that need to be resolved that relate to the Services performed under this Addendum.

7. Indemnity.

7.1. Customer agrees to indemnify and hold harmless Markit (including for reasonable attorney fees), against third party claims that Customer Content or Customer Provided Software that is used in connection with the Services under the SOW breaches a third party's intellectual property, except to the extent caused by Markit's or its representatives wilful, reckless or gross negligence or willful misconduct, provided that Customer is promptly alerted to the existence of any such claim, Customer is provided with sole control over any such claim, and Markit reasonably cooperates with Customer in the defense of any such claim.

8. [RESERVED]

9. Notices. Customer must send all 'Notices' to the following address at Markit or as may be notified by Markit from time to time:

Markit North America, Inc.
450 West 33rd Street, 5th Floor
New York, NY 10001
Attention: Legal Department

Customer:
Pacific Investment Management Company LLC
650 Newport Center Drive
Newport Beach, CA 92660
(Attn: General Counsel)

SIGNED for and on behalf of
Markit North America, Inc. by:

X 

Signature

X BRAD MEDD

Print Name

X MANAGING DIRECTOR

Title

SIGNED for and on behalf of
Pacific Investment Management Company LLC by:

X 

Signature

X Peter Strelaw

Print Name

X Managing Director

Title



INFORMATION SHEET

Contract Information

Contact Details for return of countersigned hardcopy contract to the client

Company Name	
Contact Name	
Contact Number	
Email address	

Note: A signed original contract will be returned to the client if at least two signed hardcopies of the contract are provided to Markit Finance. If only one original or an electronic original is returned to Markit then the client will be emailed an electronic countersigned contract.

Please print, sign and return contract in duplicate to Markit Finance at:

Markit North America, Inc.
450 West 33rd St. 5th Floor
New York, NY 10001
Attention: Finance Department

Service Delivery Information

VAT Registration Number (If applicable)	
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Special Instructions

(e.g. Internal Customer Invoicing Reference Number etc)

Markit Internal Use Only:

Received by Finance	Date		By		In duplicate?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Returned to client	Date		By		Delivery	<input type="checkbox"/> Fedex <input type="checkbox"/> Post <input type="checkbox"/> Email

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York