

Contract ID No. CW280805

MASTER AGREEMENT

This MASTER AGREEMENT (together with the Exhibits attached hereto or incorporated into this document, this "Agreement") is entered into as of the effective date indicated in the signature box below (the "Effective Date") by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association ("**JPMC**") and the supplier named in the signature box below ("Supplier").

JPMC and Supplier, by signing in the signature blanks below, agree to the terms set forth in this Agreement.

Master Contract ID Number: CW280805

Effective Date: February 6th, 2009

Wall Street on Demand, Inc.

By: James Tanner

Name: James Tanner

Title: President & CEO

Date: 2/6/09

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: Lonnie Glassman

Name: Lonnie Glassman

Title: Vice President

Date: April 2, 2009

For JPMC, a copy of each notice must be sent to the following addresses:

JPMorgan Chase Bank, N.A.
Contracts Management
Mail Code OH1-0638
1111 Polaris Parkway, Suite 1N
Columbus, Ohio 43240-0638
Attn: Contracts Manager
Reference: Contract ID No. CW280805
Fax: (614) 213-9455

JPMorgan Chase Bank, N.A.
Legal Department
Mail Code NY1-A425
1 Chase Manhattan Plaza, 25th Floor
New York, New York 10081
Attn: Workflow Manager
Reference: Contract ID No. CW280805
Fax: (212) 383-0800

For Supplier, notices will be sent to the following address:

Wall Street on Demand, Inc.
5718 Central Avenue
Boulder, CO 80301
Attention: James Tanner
Fax: (303) 444 2586

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

1. AGREEMENT STRUCTURE.

1.1 Schedules.

The parties will agree on the goods, licensed materials or services that Supplier will provide (each, a **“Deliverable”**), the prices that JPMC will pay and other transaction-specific terms through schedules to this Agreement (**“Schedules”**). Each Schedule will either be (a) a separate document that is signed by both JPMC and Supplier; or (b) a JPMC purchase order, electronic (“Procure to Pay”) or otherwise, that is accepted by Supplier and references either this Agreement or a Schedule. Each Schedule will be deemed to incorporate all of the terms of this Agreement. If a term in a Schedule conflicts with a term in this Agreement, the provisions of this Agreement will prevail unless the Schedule specifically states that the term in the Schedule will prevail. If a term in a Schedule conflicts with a term in a purchase order that is issued pursuant to that Schedule, the provisions of the Schedule will prevail unless the purchase order specifically states that the term in the purchase order shall prevail and Supplier accepts the purchase order. If terms in this Agreement conflict, the term most closely describing the type of transaction giving rise to the issue will prevail. The terms of this Agreement will supersede any click-wrap, shrink-wrap or browse-wrap agreements or any other document containing terms and conditions related to the Deliverables as well as any conflicting provision in any purchase order or order acknowledgement unless such agreements, terms and conditions, that purchase order or order acknowledgement (each, a **“Conflicting Document”**) is signed by both parties and the provision in the Conflicting Document indicates with specificity which provision in this Agreement it takes precedence over.

1.2 Entities Entering into Schedules.

JPMC or any of its Affiliates (each, a **“JPMC Entity”** and collectively, **“JPMorgan Chase & Co.”**) may enter into Schedules. The term **“Affiliate”** means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a party. For this purpose, one entity “controls” another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract). The benefits of any Schedule extend to the JPMC Entity that signs the Schedule and to other JPMC Entities, customers, employees, suppliers, business partners and divested companies (each, a **“Recipient”**).

1.3 Each Schedule Is a Separate Agreement.

Each Schedule will be a separate agreement between Supplier and the JPMC Entity that signs the Schedule. All subsequent references to **“JPMC”** in this Agreement will be deemed references to the JPMC Entity that signed the Schedule. Only the JPMC Entity that signs a Schedule will be liable for such JPMC Entity’s obligations under that Schedule. Notwithstanding anything to the contrary contained in this Agreement or any Schedule, in no event will any JPMC Entity that is a bank be deemed to be a guarantor of, or otherwise liable for, any performance or payment obligation of any other JPMC Entity in connection with this Agreement or any Schedule.

1.4 Schedule Term.

A Schedule may state a term for that Schedule (the **“Schedule Term”**). A Schedule that does not state a Schedule Term will be effective from its effective date until the termination of this Agreement, unless otherwise terminated in accordance with this Agreement or the Schedule. Following the Schedule Term stated in any Schedule, JPMC will have the right to renew the Schedule Term with respect to services for up to five additional one year renewal terms, provided that Supplier does not provide JPMC

with notice of its intent not to enter into any subsequent renewal terms not less than one hundred twenty (120) days prior to the expiration of the current term.

1.5 Interpretation of Certain Terms.

“**Including**” means including without limitation. The term “**days**” refers to calendar days. “**Business Day**” means Monday through Friday, excluding any official JPMC holidays. “**Agent**” means third party consultants, outsourcers, contractors and other service providers.

1.6 Country Specific Terms.

JPMC and Supplier agree that outside of the United States, the Deliverables may be subject to mutually acceptable country unique terms and conditions which may require amending or supplementing this Agreement as appropriate. To the extent possible, the JPMC Entity located outside of the United States will order Deliverables directly from Supplier entity in the applicable country; Supplier entity in the applicable country will supply the Deliverables and invoice such JPMC Entity in United States Dollars and such JPMC Entity will pay Supplier entity in United States Dollars.

2. **COMMUNICATIONS.**

2.1 Relationship Managers.

Each party will name one of its employees as the primary liaison with the other party for each Schedule (each, a “**Relationship Manager**”). The Relationship Managers will serve as the parties’ points of contact.

2.2 Notices.

All notices must be in writing and in the English language and will be deemed given only when sent by mail or post (return receipt requested), hand-delivered or sent by documented overnight delivery service to the party to whom the notice is directed, at its address indicated in the signature box on the first page of this document or if different, its address indicated in the applicable Schedule. In addition, where this Agreement states that notice will be given “immediately” after an event occurs, the notifying party will also send an immediate e-mail message to the other party’s Relationship Manager. Notices to be given “promptly” will be given, in any event, within five days. A party may change its address for notices by sending a change of address notice using this notice procedure.

2.3 Notice of Change of Status.

Supplier will notify JPMC promptly of any actual or threatened occurrence of any event described in Section 13.3 or any other event that materially affects in an adverse manner, or that could reasonably be expected to materially affect in an adverse manner, Supplier’s ability to perform fully its obligations to any Recipient.

2.4 Financial Information.

Upon JPMC’s request, Supplier will provide JPMC with adequate information to assess Supplier’s financial status and its ability to perform its obligations to JPMC, including any relevant financial information or reports that at a minimum should include an annual audited financial statement and any filings made with any regulatory or governmental bodies asserting jurisdiction over JPMorgan

Chase & Co. Supplier will promptly notify JPMC of any material adverse changes in Supplier's financial stability.

2.5 Audits.

Upon JPMC's request with reasonable notice, Supplier will permit technical, financial and operational audits of Supplier and its Affiliates, related to the subject matter of this Agreement, by the internal and external auditors and personnel of JPMorgan Chase & Co. and regulators (collectively, "**Auditors**"). Audits by internal or external auditors and personnel of JPMorgan Chase & Co. will not occur more than twice in any calendar year. During each audit, Supplier will grant the Auditors reasonable access to Supplier's books, records, third-party audit and examination reports, systems, facilities, controls, processes, procedures, service level measurement systems, and actual service levels related to Supplier's performance of its obligations to JPMC. Supplier will, in a timely manner, fully cooperate with the Auditors and provide the Auditors all assistance as they may reasonably request in connection with the audit. The Auditors will seek to avoid disrupting Supplier's operations during the audit. If the Auditors document either an overcharge of more than two percent of the fees for the audited period or a material breach of Supplier's obligations, Supplier will (a) reimburse JPMC for its reasonable cost of performing the audit, (b) reimburse JPMC for any overcharge and (c) promptly correct any identified breach.

2.6 Publicity.

Supplier will not: (a) use the name, trademark, logo or other identifying marks of JPMorgan Chase & Co. in any sales, marketing or publicity activities or materials, or (b) issue any press release, interviews or other public statement regarding this Agreement or the parties' relationship without the prior written consent of both the JPMorgan Chase & Co. Global Media Relations Department and an SVP within JPMorgan Chase & Co.'s sourcing organization.

3. DELIVERY, INSTALLATION AND TRAINING.

3.1 Pre-Delivery Testing.

Before Supplier delivers any Deliverable to a JPMC Entity or a Recipient, Supplier will verify that the Deliverable is in compliance with all applicable specifications, including functional, performance and operational characteristics described in this Agreement, the applicable Schedule and/or Supplier's written proposals, all related documentation ("**Documentation**") or other written information provided to JPMorgan Chase & Co. about the Deliverable ("**Compliance**"). Upon JPMC's request, Supplier will permit JPMC or any Recipient (or its designees) to observe that verification and obtain a report of all results.

4. TESTING, CORRECTION AND ACCEPTANCE.

Each Deliverable will be subject to acceptance by JPMC as follows:

4.1 Acceptance Testing.

After a Deliverable has been delivered, installed and configured and is ready for production in Recipient's environment in accordance with Section 4.1, JPMC will have 45 days (or another time period as may be agreed in writing by the parties in the applicable Schedule) (the "**Acceptance Testing Period**")

to verify that the Deliverable is in Compliance. Supplier will provide all reasonable assistance to JPMC or Recipient in connection with this testing.

4.2 Correction.

If, during the Acceptance Testing Period, JPMC or a Recipient finds that a Deliverable is not in Compliance, JPMC will describe to Supplier in reasonable detail why the Deliverable is not in Compliance ("Notice of Noncompliance"). Within ten Business Days (or another time period as may be agreed in writing by the parties in the applicable Schedule) after receipt of that description (the "**Correction Period**"), Supplier will, at no additional cost to JPMC, render the Deliverable in Compliance. If Supplier fails to render the Deliverable in Compliance within the Correction Period, JPMC may (a) extend the Correction Period; or (b) terminate the applicable Schedule, in whole or in part, for material breach immediately by notice and obtain from Supplier a full refund of all amounts paid by JPMC under the applicable Schedule(s).

4.3 Acceptance.

(a) Notice of Acceptance.

If JPMC determines that a Deliverable is in Compliance, JPMC will notify Supplier that the Deliverable has been accepted ("**Acceptance**" or "**Accepted**"). Acceptance will be implied: (i) if Supplier gives JPMC notice after the Acceptance Testing Period requesting JPMC provide a formal notice of Acceptance and JPMC fails to respond within five Business Days; or (ii) if JPMC puts the Deliverable into full production for 15 Business Days; or (iii) no Notice of Noncompliance is received within sixty (60) days after delivery to JPMC.

(b) No Waiver.

Acceptance does not waive any of JPMC's rights to warranty and maintenance service for the Deliverable, where applicable, even if JPMC knows of the problems prior to Acceptance.

4.4 Quiet Enjoyment.

Upon Acceptance, Supplier will not disturb JPMC's or Recipient's quiet enjoyment of the Deliverables.

5. COMPENSATION.

5.1 Invoices.

At the beginning of each month, Supplier will present JPMC with an invoice for the fees and expenses due and owing pursuant to each Schedule for the preceding month. Supplier will invoice JPMC only for Deliverables Accepted prior to the invoice date and only for hours spent actually performing authorized services for JPMC. Each invoice will be in a form reasonably acceptable to JPMC, including, if applicable, electronic ("Procure to Pay"). Each invoice will provide enough detailed information, including identification of charges that are and are not subject to taxation, to allow JPMC to verify all fees and expenses and to satisfy JPMC internal accounting requirements as may be described in the applicable Schedule. At a minimum, each invoice will include the following:

(a) General.

All invoices will identify: (i) the applicable Schedule and Agreement numbers, (ii) the applicable purchase order number (if any), (iii) dates when each Deliverable was provided and, if applicable, (iv) the taxing jurisdiction(s) in which each Deliverable was provided.

(b) Invoices for Licensed or Purchased Goods.

Invoices for licensed or purchased goods will also include: (i) the name and description of the good, (ii) the part number or other identifier of the good, (iii) the quantity of Deliverables being licensed or purchased, (iv) the unit price for the good, (v) if applicable, the level of discount being applied and (vi) the total dollar amount owed.

(c) Invoices for Services.

Invoices for services and maintenance will also include, if applicable: (i) a brief description of the services provided, (ii) the quantity of hours worked, (iii) the names and hourly rates of each individual performing the services, (iv) the tasks performed, (v) the dates of performance, (vi) the service code number or other identifier for the services (if any) and (vii) the total dollar amount owed.

(d) Address.

Unless otherwise specified by JPMC, Supplier will send all invoices to the address specified in the applicable Schedule.

5.2 Payments.

All payments will be made in U.S. Dollars. JPMC will pay all undisputed amounts on each invoice within 30 days after JPMC's receipt of an accurate invoice, *i.e.*, an invoice showing only undisputed amounts.

5.3 Prices and Rates.

(a) Rate Increases.

The rates and prices provided under any Schedule will not be increased by Supplier during the Schedule Term or any renewal term.

5.4 Expenses.

Only when agreed to in the applicable Schedule will JPMC pay reasonable and actual (meaning without mark-up or administrative fee), pre-approved in writing travel and communications expenses (for which Supplier can provide receipts) incurred by Supplier to perform services under this Agreement and only in accordance with JPMC's then-current travel and expense policy. For the avoidance of doubt, JPMC will benefit from any rebates provided to Supplier by the travel and communications service providers regardless of whether they are reflected on the receipts or are applied at some other time.

5.5 Credits.

Any credits due to JPMC will be applied on the next invoice for the applicable Schedule against amounts then due and owing. If any credit is due to JPMC after the termination or expiration of the applicable Schedule, Supplier will pay the amount of the credit to JPMC within 30 days after the credit accrues. All credits will be credited or paid in U.S. Dollars only.

5.6 Right to Set Off.

JPMC will have the right to set off amounts owed by Supplier or any of Supplier's Affiliates to JPMorgan Chase & Co. against amounts payable under this Agreement.

5.7 Invoice Disputes.

In the event of a good faith dispute with regard to one or more item(s) appearing on an invoice, JPMC may withhold the disputed amount while the parties attempt to resolve the dispute in accordance with Section 12. JPMC's withholding of that payment prior to resolution of the dispute will not constitute a breach of this Agreement or be grounds for Supplier to suspend its provision of Deliverables.

5.8 Taxes.

(a) Supplier will be responsible for any sales, service, value-added, use, excise, consumption and any other taxes and duties on the goods or services it purchases or consumes or uses in providing the Deliverables, including taxes imposed on Supplier's acquisition or use of such goods or services.

(b) Unless JPMC provides Supplier with a valid and applicable exemption certificate, within a commercially reasonable time, JPMC will pay all sales, use, excise, services, consumption and other taxes or duties (excluding value-added tax and analogous taxes which are addressed in Section 5.8(c) below) that Supplier is permitted or required to collect from JPMC and which are assessed on the purchase, license and/or supply of Deliverables. JPMC will not be responsible for any penalties related to the tax obligations of Supplier unless: (i) such penalties accrue solely based on the actions or inactions of JPMC. Where appropriate, Supplier will be responsible for remitting applicable taxes. If JPMC should pay any tax to Supplier and if it is later held that that tax was not due, Supplier will refund the amount paid to JPMC, together with all related interest paid by the applicable taxing authority.

(c) Except as otherwise provided in this Sections 5.8(c), JPMC will be responsible for self-assessing any value-added taxes that are due on the provision of services to JPMC by Supplier, its agents, representatives or subcontractor, or the charges for such services (including the reimbursement of expenses if any). If the assessment is due to a change in applicable Law, both parties will negotiate in good faith and agree on a commercial resolution to this issue to their mutual satisfaction. Failing an agreement between the parties on such adjustment, JPMC reserves the right to terminate the affected Schedule without penalty.

(d) (i) When services are specifically identified in a Schedule as being liable to value-added taxes, Supplier will be responsible for levying such taxes on the provision of the services where applicable, and JPMC will be responsible for paying said taxes in addition to the consideration payable subject to notification requirements on audit in Section 5.8(j) below.

(iii) If JPMC should pay to Supplier an amount by way of value-added tax (or analogous tax) and if it is later held that such tax was not due, Supplier will refund the amount paid to JPMC, together with all related interest paid by the applicable taxing authority.

(e) JPMC and Supplier (for itself and its agents, representatives and subcontractors) will each bear sole responsibility for all taxes, assessments and other real property related levies on its owned or leased real property, personal property (including software), franchise and privilege taxes on its business, and taxes based on its net income or gross receipts. A party's personnel will not be considered employees of the other party by reason of their provision or acceptance of Deliverables under this Agreement and each party will bear sole responsibility for all payroll and employment taxes relating to their own personnel.

(f) Any additional sales/use taxes assessed on Supplier's provision of goods or services resulting from Supplier's change in location originally contemplated pursuant to the Schedule which results from the relocation or redirection of the delivery including temporary storage, of such goods or services, either of which is made for Supplier's convenience, will be paid by Supplier.

(g) If any withholding taxes apply to Supplier or any Deliverable, both parties will negotiate in good faith and agree on a commercial resolution to this issue to their mutual satisfaction.

(h) JPMC and Supplier will cooperate to segregate the charges and fees payable hereunder into taxable and nontaxable categories to minimize to the extent legally permissible, sales, use, value added and excise taxes. Where taxable and nontaxable items must be separated on the Supplier's invoice, as required by applicable Law, to support the taxable and nontaxable classification, Supplier will so separately state the portion of the goods or services and associated charges and fees which are (i) subject to sales, use, value-added or excise taxes, and (ii) not subject to any sales, use, value-added or excise taxes. Supplier's invoice will state the total amount of sales, use, value-added or excise taxes applicable to the transaction that Supplier is collecting from JPMC for taxable items.

(i) If applicable, for all goods or services delivered, installed and/or performed, as the case may be, at certain JPMC locations described in the letter from the New York City Industrial Development Agency ("IDA"), a current copy of which Supplier hereby acknowledges receipt, JPMC will be deemed to have ordered such goods or services in its own name as agent for the IDA for the purposes of qualifying for exemption from New York State and New York City sales and use taxes.

(j) JPMC and Supplier will reasonably cooperate to more accurately determine each party's tax liability and to minimize such liability to the extent legally permissible. JPMC and Supplier will provide and make available to the other party any certificates or information reasonably requested by such other party. If Supplier comes under audit by any taxing authorities and an audit issue arises that would create liability for JPMC in connection with this Agreement, then Supplier will notify JPMC of such audit issue in accordance with Section 2.2 to allow JPMC to assist in challenging the potential assessment. If either party is assessed a deficiency for taxes, which are the responsibility of the other party pursuant to this Agreement, the assessed party will make a reasonable effort to notify the responsible party of such assessment. Each party also will have the right to challenge the imposition of taxes for which it is financially responsible under this Agreement or if necessary, to request the other party to challenge the imposition of such taxes. If either party requests the other party to challenge the imposition of any tax, such request will not be unreasonably denied, providing that the requesting party will be responsible for all fines, penalties, interest, additions to taxes or similar liabilities imposed in connection therewith plus any legal fees and other expenses related to such challenge. Each party will be entitled to any tax refunds or rebates granted, including any interest paid thereon, to the extent such refunds or rebates are of taxes that were paid by it.

(k) For the purposes of value-added tax and analogous taxes in Section 5.8(c), the term "goods" will mean tangible movable property provided by Supplier to JPMC, legal title to which passes from Supplier to JPMC, and the term "services" includes goods provided by Supplier to JPMC without title passing to JPMC.

5.9 Records.

Supplier will keep and maintain complete and accurate accounting records in accordance with United States generally accepted accounting principles consistently applied, to support and document all amounts payable to Supplier under any Schedule. In addition, if Supplier is designated as official record keeper for regulatory or other purposes in the applicable Schedule, Supplier will comply with the applicable JPMorgan Chase & Co. record retention policy as directed by JPMC.

6. CONTENT LICENSE TERMS.

6.1 Content License Grant.

If a Schedule indicates that static or streaming data, information or any other content is being licensed to JPMC ("**Content**"), Supplier hereby grants to JPMorgan Chase & Co. and Recipients a non-exclusive, worldwide, fully-paid right and license to use the Content for the term of the applicable Schedule and any renewal terms ("**Content License**"). If the Schedule describes or Supplier provides any documentation related to the Content ("**Content Documentation**"), then the Content License also permits JPMC to copy, modify, merge into JPMC materials and distribute the Content Documentation.

6.2 "Use" of Content.

For purposes of these Content License Terms, the term "**use**" means to access, store, copy, reformat, create derivative works based upon, install, transmit, display publicly and otherwise use. The Content License permits use through the Internet as well as any other technology means or methods now known or hereafter devised to enable interactions and communications between authorized users and JPMC.

6.3 Prompt Delivery of Content.

Supplier will provide the Content at the times, rate or frequency provided in the applicable Schedule or, if earlier, when the Content is provided to any other of Supplier's subscribers. If Supplier is unable to deliver the Content within the timeframes specified in the Schedule, then JPMC will be entitled to receive credits specified in the applicable Schedule (which are agreed to be price reductions reflecting a diminution in values of the Content delivery and which do not constitute either a penalty or liquidated damages). JPMC may retain, and concurrently use, any or all prior versions or editions of the Content provided by Supplier.

6.4 Prompt Notice of Content Delivery Problems.

If Supplier is at any time unable to provide the Content to JPMC or Recipients, Supplier will immediately notify JPMC of the existence and cause of the problem, as well as Supplier's good faith estimate of the time required to resolve the problem.

6.5 Use of Content for JPMC Products and Services.

If the Schedule indicates that the Content will be used with or for JPMorgan Chase & Co. products or Services, the Content License will permit JPMorgan Chase & Co. to market, promote, redistribute, and sublicense the Content to customers and end users of JPMorgan Chase & Co. products and services. However, any sublicense must be consistent with the provisions of this Agreement and restrict further marketing, promoting, sublicensing or redistribution of the Content.

6.6 Supplier Branding of Content.

If the Schedule indicates that the Content contains or will be marketed or promoted with trademarks, service marks, logos and other distinctive brand features of Supplier or its licensors ("**Supplier Branding**"), then the Content License will permit JPMorgan Chase & Co. to reproduce, distribute and display the Supplier Branding in connection with use of the Content, subject to reasonable usage guidelines provided by Supplier. As between Supplier and JPMC, use of the Supplier Branding will inure to the benefit of Supplier, and use of all other marks and branding will inure to the benefit of

JPMorgan Chase & Co. Supplier will have no right or interest in or to any JPMorgan Chase & Co. product or service or associated revenue.

6.7 Use of Content by JPMC Contractors.

The Content License will permit use by Agents, disaster recovery services providers, hosting services providers, resellers, distributors, representatives and other third parties involved in the distribution or delivery of the Content or any of JPMorgan Chase & Co.'s products or services and any Auditors. However, each third party (other than an Auditor) must agree: (a) to use the Content and Content Documentation solely for the benefit of JPMorgan Chase & Co., and (b) not to disclose the Content and Content Documentation to any third party without JPMC's approval.

6.8 Quality of Content.

Supplier represents and warrants that it will: (a) use all reasonable efforts to keep the Content current, accurate and complete (including with respect to a data feed, running reasonable control checks on the content to verify that any data transmitted by Supplier is the same as the data received from third party information providers), (b) notify JPMC immediately of any errors or omissions, and (c) correct any errors or omissions promptly. Supplier will not make any changes affecting the delivery, format, quality, accuracy or completeness of the Content without JPMC's prior written consent.

6.9 No Injurious Content.

Supplier will not provide any Content that is illegal, obscene, indecent, pornographic, discriminatory, fraudulent, deceptive, misleading, defamatory, trade libelous, slanderous, libelous, unlawfully harassing or otherwise injurious to any third party.

6.10 Security of Content.

Supplier will use all commercially reasonable security measures to prevent unauthorized access to the telecommunications systems used by Supplier to deliver the Content to JPMC or Recipients. Supplier will immediately notify JPMC of any actual or reasonably suspected security breach in or unauthorized or suspicious access to the telecommunications systems that would adversely affect the delivery of the Content or JPMorgan Chase & Co. or Recipient's systems.

6.11 Ownership of Content.

As between Supplier and JPMC: (a) Supplier will retain all Intellectual Property Rights in the Content, Content Documentation and Content Branding, subject to the Content License, and (b) JPMC will retain all Intellectual Property Rights in all additions and modifications to the Content or Content Documentation made by JPMorgan Chase & Co., all JPMorgan Chase & Co. products and services, and all software not developed by Supplier or any Recipient that is used to interface with or process the Content.

6.12 Ownership of Supplier Technology

JPMC and Supplier acknowledge that performance of any Schedule may result in the development by Supplier of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to Supplier prior technology, which may be embodied in the Services. Unless otherwise agreed in the applicable Schedule, the parties agree that the same shall belong to Service Provider exclusively.

7. CONFIDENTIALITY.

7.1 Confidential Information.

Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("**Confidential Information**"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. JPMC's Confidential Information includes JPMorgan Chase & Co.: (a) business plans, strategies, forecasts, projects and analyses; (b) financial information and fee structures; (c) business processes, methods and models; (d) employee, customer and supplier information; (e) hardware and system designs, architectures, structure and protocols; (f) product and service specifications; and (g) manufacturing, purchasing, logistics, sales and marketing information, as well as the terms of this Agreement.

7.2 Obligations.

The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the disclosing party as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Supplier will, and will ensure that each of its or its subcontractor's employees, agents, consultants or any other individuals acting on Supplier's behalf ("**Supplier Personnel**"), use JPMC's Confidential Information only to perform its obligations under this Agreement. JPMC may disclose Supplier's Confidential Information to any Affiliates, contractors, consultants, Auditors and other third parties that have a need to know and are obligated to maintain the confidentiality of Supplier's Confidential Information upon terms similar to those contained in this Agreement. The receiving party will be liable for any unauthorized disclosure or use of Confidential Information by any of its personnel, agents, subcontractors or advisors. The receiving party will promptly report to the disclosing party any breaches in security that may materially affect the disclosing party and will specify the corrective action to be taken. Supplier will not commingle the Confidential Information of JPMC with the confidential information of any other person or entity.

7.3 Exceptions to Confidential Treatment.

(a) Exclusions.

The obligations set forth in Section 7.2 do not apply to any Confidential Information that the receiving party can demonstrate: (i) the receiving party possessed prior to disclosure by the disclosing party, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by the receiving party, other than nonpublic customer or employee information; (iii) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party other than in connection with Supplier's services; or (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party or its Affiliates.

(b) Legally Required Disclosure.

If the receiving party is legally required to disclose any Confidential Information of the disclosing party in connection with any legal or regulatory proceeding, the receiving party will endeavor to notify the disclosing party within a reasonable time prior to disclosure and to allow

the disclosing party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of this Agreement. If these protective measures or other remedies are not obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded to that Confidential Information. However, nothing contained in this Agreement will restrict JPMC's ability to disclose Supplier's Confidential Information to regulatory or governmental bodies asserting jurisdiction over JPMorgan Chase & Co.

7.4 Return or Destruction.

Supplier will return or destroy, as required by JPMC, any of JPMC's Confidential Information within 30 days after the earlier of: (a) JPMC's request, or (b) the date Supplier no longer requires that Confidential Information to perform its obligations to JPMC. If JPMC so requests, Supplier will provide JPMC with a certificate, signed by an officer of Supplier, certifying that all of that Confidential Information has been returned or destroyed.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Authority.

Each party represents and warrants that it has: (a) all requisite legal and corporate power to execute and deliver this Agreement and each Schedule, (b) taken all corporate action necessary for the authorization, execution and delivery of this Agreement and each Schedule, (c) no agreement or understanding with any third party that interferes with or will interfere with its performance of its obligations under this Agreement and each Schedule, (d) obtained and will maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted under this Agreement and each Schedule, and (e) taken all action required to make this Agreement and each Schedule a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 No Defects; Compliance.

Supplier represents and warrants that each Deliverable will: (a) be free from errors and defects in workmanship and materials, and (b) be in Compliance for the term of the applicable Schedule. Within ten days after JPMC informs Supplier that a Deliverable does not conform to this warranty, Supplier will, at its own expense, replace the nonconforming Deliverable with a Deliverable that is in Compliance, and that replacement will be considered a new Deliverable. If Supplier fails to do so within that period, JPMC may, at its option: (i) extend the correction period or (ii) obtain a full refund of all fees paid to Supplier for the Deliverable and any other Deliverables that JPMC is unable to use as a consequence of the nonconformity.

8.3 No Inducements.

Supplier represents and warrants that Supplier has not provided, and will not provide, to any JPMorgan Chase & Co. employee or contractor any gift, gratuity, service or other inducement or favor to influence or reward that employee or contractor in connection with any Schedule. By way of example and for the avoidance of doubt, other than those of *de minimis* value, meals, tickets and gifts are considered inappropriate under this Section 8.3.

8.4 Compliance with Laws.

Supplier represents and warrants that Supplier will perform all of its obligations to JPMorgan Chase & Co. in compliance at all times with all foreign, federal, state and local statutes, orders and regulations, including those of any governmental agency (collectively, "Laws") that are applicable to Supplier in performing its obligations to JPMorgan Chase & Co. or that would be applicable to JPMorgan Chase & Co. if JPMorgan Chase & Co. were performing those obligations using its own employees and assets.

8.5 Adequate Documentation.

Supplier represents and warrants that the Documentation will reasonably describe the features and functions of the version(s) of the Deliverables then in use by JPMC or Recipient well enough to allow a reasonably skilled JPMC or Recipient user to effectively use all of its features and functions without assistance from Supplier. If Supplier provides source code, the Documentation will also include all information that a reasonably skilled programmer needs to maintain, modify and implement the applicable Deliverables without assistance from Supplier.

8.6 Disabling Code.

Supplier will make commercially reasonable efforts to ensure that the Deliverables will not contain any virus, Trojan horse, self-replicating or other computer instructions that may, without JPMC's consent: (a) alter, destroy, inhibit or discontinue JPMC or Recipient's effective use of the Deliverables or any JPMorgan Chase & Co. resource; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by JPMorgan Chase & Co.; (c) store any data, programs, materials or information on JPMorgan Chase & Co.'s computers; or (d) bypass any internal or external security measure to obtain access to JPMorgan Chase & Co.'s resources.

8.7 Pass Through of Third Party Warranties.

In addition to its other representations and warranties given in the Agreement, Supplier will provide to JPMC and Recipients the full benefit of all covenants, warranties, representations and indemnities granted to Supplier by third parties in connection with any Deliverables. Where the third party prohibits Supplier from passing through any indemnities, representations or warranties to JPMC, Supplier shall enforce them against the third party and provide the benefits of that enforcement to JPMC.

8.8 Disclaimer.

EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY SCHEDULE, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNITY.

9.1 Supplier will indemnify, defend and hold harmless JPMorgan Chase & Co. and all of its direct and indirect officers, directors, employees, agents, successors and assigns (each, an “**Indemnified Person**”) from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, “**Losses**”), and threatened Losses due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to: (a) Supplier’s actual or alleged breach of any warranties in this Agreement; (b) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by (i) any Deliverables provided by Supplier or (ii) JPMC or a Recipient’s use of those Deliverables; (c) Supplier’s actual or alleged breach of any of the confidentiality or privacy provisions in this Agreement; or (d) willful or reckless acts or omissions of or by Supplier or any Supplier Personnel (each, an “**Indemnified Claim**”). No settlement or compromise that imposes any liability or obligation on any Indemnified Person will be made without the Indemnified Person’s prior written consent (not to be unreasonably withheld). If Supplier fails to defend an Indemnified Person as provided in this Section 9 after reasonable notice of an Indemnified Claim, Supplier will be bound: (i) to indemnify and reimburse the Indemnified Person for any Losses incurred by any Indemnified Person, in its sole discretion, to defend, settle or compromise the Indemnified Claim, and (ii) by the determination of facts common to an action and subsequent action to enforce the Indemnified Person’s reimbursement rights.

9.2 Supplier’s indemnification obligation under item 9.1 (b) in the preceeding Section shall not apply to the extent that any claim of infringement that is based upon (i) any features, functionality, or designs undertaken at JPMC’s direction or request (“JPMC Requested Features”), (ii) any use of the Services or a Deliverable by JPMC of devices, data, programs or other resources furnished by Supplier in a manner contrary to this Agreement, including Service Provider’s instructions or documentation provided pursuant to this Agreement; (iii) an assertion that any portion of the Services or any Deliverable infringes any “Fundamental Public Element” of the Internet (defined below), but only in such instances where the Fundamental Public Element is not unique either to the Deliverable or Online Service as delivered to Customer and is not otherwise being utilized by Customer in any way. As used herein, (“**Fundamental Public Element**”) means any technology, method or invention that is in such widespread unlicensed use in the industry as to be considered a common and essential element of the Internet, including but not limited to, the hyperlink, email alerts, charts, images, server/client communications and protocols, and common file type.

9.3 JPMC will indemnify, defend and hold harmless Supplier and all of its direct and indirect officers, directors, employees, agents, successors and assigns (each, an “**Supplier Indemnified Person**”) from any and all losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, “**Losses**”), and threatened Losses due to, arising from or relating to third party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding) arising from or relating to: (a) JPMC’s actual or alleged breach of any warranties in this Agreement.

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All negotiations pursuant to this Section 12.1 will be confidential and therefore treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions.

12.2 Immediate Injunctive Relief.

Supplier acknowledges that JPMC will be irreparably harmed and Section 12.1 will not apply if Supplier breaches (or attempts or threatens to breach): (a) its obligation to provide critical services to JPMC or Recipients (provided that all critical services are first identified as such in an applicable Schedule), (b) its obligation respecting continued performance in accordance with Section 12.3, or (c) its obligations with respect to JPMC's Confidential Information or JPMC Data. If a court of competent jurisdiction finds that Supplier has breached (or attempted or threatened to breach) any of those obligations, Supplier agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief, it will not oppose the entry of an appropriate order compelling performance by Supplier and restraining it from any further breaches (or attempted or threatened breaches).

12.3 Continued Performance.

If a dispute is being resolved before the applicable Schedule expires, each party will, unless otherwise directed by the other party, continue performing its obligations to the other party (other than JPMC's obligation to pay amounts disputed in good faith). Notwithstanding the foregoing, this Section shall not apply in the event of an actual breach by JPMC of this agreement.

12.4 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles of that state relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in the State of New York, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in the State of New York, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States. The United Nations Convention on the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Agreement or any Schedule regardless of when and howsoever adopted, enacted and further amended under the laws of the State of New York or any other state. If UCITA is adopted and enacted in the State of New York or any other state and, as a result of such adoption and enactment or any subsequent amendment thereto, the parties are required to take any action to effectuate the result contemplated by this Section 12.4, including amending this Agreement, the parties agree to take such action as may be reasonably required, including amending this Agreement accordingly.

12.5 Waiver of Jury Trial.

BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

13. TERM AND TERMINATION.

13.1 Term.

This Agreement is effective from the Effective Date until terminated in accordance with this Agreement.

13.2 Termination.

(a) Termination for Cause.

Either party may terminate this Agreement or any Schedule(s), in whole or in part, as of the date specified in a notice of termination if the other party materially breaches its obligations under this Agreement or any Schedule and does not cure that breach within 30 days after receiving notice of breach.

13.3 Termination for Financial Insecurity.

Either party may terminate this Agreement or any Schedule, in whole or in part, for cause as of the date specified in a termination notice if the other party: (a) files for bankruptcy, (b) becomes or is declared insolvent, (c) is the subject of any proceedings (not dismissed within 30 days) related to its liquidation, insolvency or the appointment of a receiver or similar officer for that party, (d) makes an assignment for the benefit of all or substantially all of its creditors, (e) takes any corporate action for its winding-up, dissolution or administration, (f) enters into an agreement for the extension or readjustment of substantially all of its obligations, or (g) recklessly or intentionally makes any material misstatement as to financial condition.

13.4 Termination Assistance Services.

In connection with the termination of any Schedule, Supplier will provide any and all services reasonably requested by JPMC, or as otherwise provided in the Schedule, to make a smooth transition from the use of Deliverables provided under the applicable Schedule to internal functions or alternate providers. JPMC will pay Supplier the rates set forth in the Pricing Schedule Exhibit, or the most applicable rates in any Schedule, in consideration of those services.

13.5 Survival.

(a) Agreement.

After this Agreement terminates, the terms of this Agreement will remain in effect with respect to any Schedule entered into before the termination. However, no Schedule may be entered into under this Agreement after it terminates.

(b) Schedule.

After a Schedule terminates or expires, the terms of that Schedule (including those of this Agreement) that expressly or by their nature contemplate performance after the Schedule terminates or expires will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting Confidential Information, permitting audits, providing for rights of quiet

numerous third parties having business relationships with JPMorgan Chase & Co. No limitation of liability, whether contractual or statutory, will apply to a breach of this Section 14.5.

14.6 Nature of Licenses.

All rights and licenses granted by Supplier pursuant to this Agreement by Supplier are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (or any replacement Law) (the “Code”), licenses to rights to “intellectual property” as defined in the Code. The parties agree that each licensee, as licensee of those rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, if bankruptcy proceedings are brought by or against Supplier under the Code, each licensee will be entitled to retain all of its rights under this Agreement.

14.7 JPMC Delays.

If a failure of JPMC to perform any of its obligations within the timeframes set forth in this Agreement or any Schedule prevents Supplier from timely performing its obligations, then the relevant dates of Supplier’s performance will be extended by an amount equal to the delay caused by JPMC.

14.8 Headings.

The headings in this Agreement are for convenience of reference only. They are not to affect the interpretation of this Agreement.

14.9 Independent Contractors.

Supplier and JPMC will at all times be independent contractors. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Except as set forth in the applicable Schedule, each party’s employees, methods, facilities and equipment will at all times be under its exclusive direction and control.

14.10 Insurance.

Supplier will, at its own cost and expense, maintain in full force and effect throughout the Schedule Term the insurance policies listed in the Insurance Exhibit attached hereto.

14.11 No Liens.

Supplier will not and will not permit Supplier Personnel to file, any mechanic’s or materialman’s liens or any security interests on or against property or realty of JPMC to secure payment under this Agreement. If any liens or interests arise as a result of Supplier’s action or inaction, Supplier will remove the liens at its sole cost and expense within ten Business Days.

14.12 No Modification.

No supplement, alteration, amendment, modification or change of this Agreement will be valid or binding unless in writing and signed (not in electronic form) by an authorized representative of the party to be bound. No pre-printed information on invoices, purchase orders, click-wrap, shrink-wrap or

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14.18 Time is of the Essence.

Supplier acknowledges that time is of the essence with respect to the performance of Supplier's obligations to JPMC.

14.19 Waivers.

The failure of either party to enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver to any extent of that party's right to assert or rely upon any provision of this Agreement or right in that or any other instance. A delay or omission by JPMC or Supplier to exercise any right or power under this Agreement will not be construed to be a waiver of that right or power. Waiving one breach will not be construed to waive any succeeding breach. All waivers must be in writing and signed (not in electronic form) by the party waiving rights.

14.20 English Language.

The official language of the Agreement, its Exhibits and Schedules will be the English language.

14.21 Entire Agreement.

This Agreement, including the Exhibits attached to this document (which are hereby incorporated into this Agreement by reference), and every Schedule executed under this Agreement, constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made.

END OF BODY OF AGREEMENT

PRICING SCHEDULE EXHIBIT

For purposes of determining volume discounts and other benefits and bonuses made available by Supplier to JPMC, all Schedules will be consolidated and the total amount of purchases under those Schedules will be referred to in this Agreement as the “**Consolidated Purchases**”. In addition, any software, hardware or other goods or services being provided by Supplier to JPMorgan Chase & Co. as of, or provided prior to, the Effective Date will be included in the Consolidated Purchases and counted for purposes of determining volume discounts and other benefits and bonuses made available by Supplier to JPMC. At JPMC’s option, the pricing provided under any Schedule will be available to JPMC under any subsequent Schedules.

The pricing set forth in this Pricing Exhibit will remain in effect and be available to JPMC until the [REDACTED] anniversary of the Effective Date. Thereafter, the parties will negotiate a revised pricing schedule.

SUPPLIER DIVERSITY DIRECT METHOD ONLINE REPORT FORM EXHIBIT

JPMorgan Chase Bank, N.A.
Supplier Diversity Reporting of M/WBE ParticipationJPMorgan Chase 2nd Tier Supplier Diversity Reporting
[Site Home](#)
[Feedback](#) | [Help](#) | [Logout](#)

New Report Form

Instructions

Complete the requested information for each certified minority/women-owned business enterprise (M/WBE) that you used during the reporting period. Please do not include data from any other report period. **If you did not purchase through a direct supplier or M/WBE for this report period, please check the "Report \$0 for this Period?" box and click "Submit Report". No other action is required.**

* = Required Fields

Legal Company Name: General Services

Date Report Saved: 8/26/04

Report Period: 2Q04: April 1 - June 30, 2004

Report \$0 for this period? ☐

*Total Sales to JPMorgan Chase: Report Period	YTD
\$0	\$0

*Reporting Methodology

JPMorgan Chase accepts the direct or indirect method of reporting M/WBE participation. Please indicate the method you choose by checking the appropriate box below.

☒ **Direct Method:** Use this reporting method when the M/WBE's expenditures are directly related to fulfilling a specific JPMorgan Chase invoice, traceable to the invoice, and the direct expenditures are paid to the M/WBE. (Primary suppliers are encouraged to use this method of reporting.)

☐ **Indirect Method:** Use this reporting method when you cannot track M/WBE supplier's expenditures to a specific JPMorgan Chase invoice.

*Direct Method Detail

List actual M/WBE firms used and total direct dollars for JPMorgan Chase business.

Add a New Direct Supplier

Supplier Information	Classification	Amount Paid	YTD
Delete this Direct Supplier			
*Company Name: <input type="text"/> *Address: <input type="text"/> *City: <input type="text"/> *State: <input type="text"/> (Select One) Zip Code: <input type="text"/> *Phone Number: <input type="text"/> (###-###-####) *Contact Name: <input type="text"/> *Product/Service: <input type="text"/> *Certified?: <input type="radio"/> Yes <input type="radio"/> No Certifying Agency: <input type="text"/>	* = Required Section <input type="radio"/> Women-Owned Non-minority <input type="radio"/> Minority Gender: <input type="radio"/> Male <input type="radio"/> Female Ethnicity: <input type="radio"/> African American <input type="radio"/> Asian American <input type="radio"/> Hispanic American <input type="radio"/> Native American	* \$ <input type="text"/>	\$0
Women-Owned Non-minority Total		\$0	\$0
Minority Total		\$0	\$0
GRAND TOTAL		\$0	\$0
Percentage (M/WBE Purchases Against JPMorgan Chase Sales)		0.00%	0.00%

SUPPLIER DIVERSITY INDIRECT METHOD ONLINE REPORT FORM EXHIBIT

JPMorgan Chase Bank, N.A.
Supplier Diversity Reporting of M/WBE ParticipationJPMorgan Chase 2nd Tier Supplier Diversity Reporting
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New Report Form

Instructions

Complete the requested information for each certified minority/women-owned business enterprise (M/WBE) that you used during the reporting period. Please do not include data from any other report period. If you did not purchase through a direct supplier or M/WBE for this report period, please check the "Report \$0 for this Period?" box and click "Submit Report". No other action is required.

* = Required Fields

Legal Company Name: General Services

Date Report Saved: 8/26/04

Report Period: 2Q04: April 1 - June 30, 2004

Report \$0 for this period? ☐

*Total Sales to JPMorgan Chase: Report Period	YTD
\$0	\$0

*Reporting Methodology

JPMorgan Chase accepts the direct or indirect method of reporting M/WBE participation. Please indicate the method you choose by checking the appropriate box below.

☐ **Direct Method:** Use this reporting method when the M/WBE's expenditures are directly related to fulfilling a specific JPMorgan Chase invoice, traceable to the invoice, and the direct expenditures are paid to the M/WBE. (Primary suppliers are encouraged to use this method of reporting.)

☒ **Indirect Method:** Use this reporting method when you cannot track M/WBE supplier's expenditures to a specific JPMorgan Chase invoice.

*Indirect Method Detail

Indirect Detail	Current Quarter	YTD
a) Total primary supplier sales/revenues	* \$	\$0
b) Total contract sales to JPMorgan Chase	\$0	\$0
c) Percentage of sales to JPMorgan Chase (b/a)	0.00%	0.00%
Per Quarter (MBE):	Current Quarter	YTD
d) Total MBE primary supplier purchases	\$	\$0
e) Pro-rate MBE purchases against JPMorgan Chase sales (c*d)	\$0	\$0
f) Percentage of MBE purchases to JPMorgan Chase sales (e/b)	0.00%	0.00%
Per Quarter (WBE):	Current Quarter	YTD
g) Total WBE primary supplier purchases	\$	\$0
h) Pro-rate WBE purchases against JPMorgan Chase sales (c*g)	\$0	\$0
i) Percentage of WBE purchases to JPMorgan Chase sales (h/b)	0.00%	0.00%
Grand Total (M/WBE Primary Supplier Purchases)	\$0	\$0
Grand Total (M/WBE Purchases Against JPMorgan Chase Sales)	\$0	\$0

[Save without Submit](#)
[Submit Report](#)
[Cancel](#)

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Any self-insurance retentions maintained by Supplier must be approved in writing by JPMC.

B. CERTIFICATES OF INSURANCE.

Certificates of insurance listing the required coverages and any self-insurance retentions maintained by Supplier, both in a form acceptable to JPMC, shall be filed with JPMC upon execution of this Agreement (but no later than the provision of Deliverables) and upon the renewal of such policies. Such certificates of insurance shall be sent by Supplier to JPMC at "JPMorgan Chase Bank, National Association, General Services, Contracts, 1111 Polaris Parkway Columbus OH 43240 OH1-0638, Attention: Contracts Manager, Reference: Contract ID No. _____". Such certificates shall provide that JPMC shall be given at least 30 days written notice prior to cancellation or material any change to restrict the coverage or reduce the limits afforded.

In the event that Deliverables are performed or provided by persons other than Supplier who are not parties to any Agreement with JPMC, Supplier shall arrange to have such subcontractors furnish to Supplier evidence of insurance, subject to terms and conditions determined adequate to satisfy Supplier, at least two weeks prior to commencing with the performance or provision of such Deliverables. It is understood and agreed Supplier's determination of adequate insurance carried by subcontractors in no way relieves Supplier from liability assumed by Supplier or insurance required of Supplier.

END OF DOCUMENT