

MASTER INFORMATION ACCESS AGREEMENT

This Master Information Access Agreement (“**Agreement**”), entered into as of the Effective Date, is made by and between **Markit On Demand, Inc.**, a **Delaware** corporation whose principal office is located at 5775 Flatiron Pkwy Suite 100, Boulder, CO 80301, on behalf of itself and its Affiliates (“**Markit On Demand**”), and

NAME:	MidnightTrader, Inc (“ PROVIDER ”)
STREET ADDRESS:	5604 McKinley Street
CITY:	Bethesda
STATE:	Maryland
COUNTRY:	USA
POSTAL CODE:	20817
TYPE OF ENTITY:	Corporation
PLACE OF FORMATION:	Delaware
EFFECTIVE DATE:	March 15, 2024 (“ Effective Date ”)

WHEREAS, PROVIDER has developed and/or is fully licensed to distribute certain information, products, software, and/or services and desires to make such products and services available to Markit On Demand for Markit On Demand’s use as provided herein and as set forth in each Order Schedule attached hereto and made a part hereof (each, an “**Order Schedule**”); and

WHEREAS, Markit On Demand desires to access PROVIDER’s information, products, related software and/or services to use internally and provide to its customers through various Markit On Demand Products and Services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by both parties as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings given below:

“**Affiliate**” means any current or future entity directly or indirectly Controlled by, under common Control with, or Controlling a party.

“**Authorized Users**” means those Persons that receive, with the express authority of Markit On Demand, a licensed right to use the PROVIDER Service.

“**Control**” (and all of its variations) means having greater than fifty percent (50%) equity interest (or other comparable interest for an entity other than a corporation) or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.

“**Data**” means any data used in connection with this Agreement, including Markit On Demand Data.

“**Delivery Specifications**” means the specifications for delivery of the PROVIDER Services to Markit On Demand, as described in the applicable Order Schedule.

“**Derivative Works**” means any and all works, content, derived data, and/or calculations developed by a party and/or its Affiliates utilizing Data, PROVIDER

Services, and/or other information from the other party under the terms of this Agreement.

“Person” means any corporation, general or limited partnership, limited liability company, trust, or other form of legal entity.

“PROVIDER Service(s)” means the information, product(s), software, and/or service(s) provided by PROVIDER to Markit On Demand, as described in the applicable Order Schedule.

“PROVIDER Trademarks” means the trademark(s), service mark(s), logo(s), alone or in any combination, and/or Internet domain name(s) of PROVIDER set forth in the applicable Order Schedule and/or as otherwise provided by PROVIDER to Markit On Demand that specifically pertain to the PROVIDER Services (as designated by PROVIDER) or that include “Midnight Trader,” “MT Newswires,” “MT,” and variations thereof.

“Markit On Demand Data” means data provided by Markit On Demand to PROVIDER in its performance of the PROVIDER Service, as well as any Markit On Demand Confidential Information as defined in Section 15(C), expressly excluding PROVIDER Service(s) or any component thereof.

“Markit On Demand Products and Services” means any and all product(s) and/or service(s) developed and/or licensed by Markit On Demand and/or its Affiliates currently or in the future (including, without limitation, any replacement or successor product(s) now in existence or hereafter developed) to its customers and/or potential customers, expressly excluding PROVIDER Service(s) or any component thereof.

2. ACCESS GRANT

A. During the Term and subject to the terms and conditions of this Agreement and as may be further set forth in the applicable Order Schedule(s), PROVIDER hereby grants to Markit On Demand a limited, non-transferable (in accordance with this Agreement), revocable, and non-exclusive right and license to access, store, process, reformat, reproduce, disseminate, display, distribute, market, and/or utilize each PROVIDER Service in countries, regions, or other geographic designations as set forth in Exhibit A (collectively, the **“Territory”**) and only in the **“Licensed Language(s)”** as set forth in Exhibit A: (i) for Markit On Demand’s own internal use by Authorized Users including, without limitation, for research and development purposes for improvements in delivering PROVIDER Service; (ii) as part of the Markit On Demand Products and Services in the media and method set forth in the Order Schedule(s); and/or (iii) for each Markit On Demand customer’s personal or internal use by its Authorized Users to read or view the PROVIDER Service, provided that such access and use are properly obtained. For clarity, the foregoing license in this Section permits Markit On Demand to use a third party hosting service to facilitate the distribution of PROVIDER Service in accordance with the terms of this Agreement and applicable Order Schedule; provided that Markit On Demand is responsible for the acts and omissions of any third party and/or designated Affiliate(s) permitted or licensed under this Section and any breach of this Agreement or applicable Order Schedule(s) by any such third party and/or designated Affiliate(s) will be deemed a breach by Markit On Demand.

B. PROVIDER shall furnish Markit On Demand with the PROVIDER Services described in the applicable Order Schedule(s) in accordance with the terms and conditions of this Agreement and the applicable Order Schedule(s).

Use of each individual PROVIDER Service is subject to any restrictions set forth herein and in the applicable Order Schedule for that individual PROVIDER Service. Markit On Demand may add additional PROVIDER Services if Markit On Demand and PROVIDER each execute additional Order Schedule(s) to this Agreement substantially in the form attached hereto. When executed by Markit On Demand and PROVIDER, each Order Schedule shall constitute a separate agreement and, except for any provisions herein that are specifically excluded or modified in such Order Schedule, shall incorporate therein the terms and conditions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Order Schedule, the terms of the Order Schedule shall prevail with respect to that Order Schedule only. Except as may be specifically provided for in an Order Schedule, any modifications contained in any Order Schedule shall not modify this Agreement with respect to any other Order Schedule.

C. Except for the rights provided pursuant to this Agreement, Markit On Demand owns and retains all intellectual property rights in and to the Markit On Demand Data and Derivative Works thereof and reserves all right, title and interest in the Markit On Demand Data and Derivative Works thereof.

D. During the Term and subject to the terms and conditions of this Agreement, PROVIDER hereby grants to Markit On Demand a limited, non-exclusive, non-transferable, revocable right and license to use the PROVIDER Trademarks solely in connection with its marketing, promotion, and distribution of the PROVIDER Services as part of the Markit On Demand Products and Services in the Territory. PROVIDER Trademarks must be used in accordance with guidelines (i.e., usage and specifications (color, font, logo dimensions, etc.)) provided by PROVIDER to Markit On Demand. Markit On Demand shall not undertake any act that would impair the PROVIDER Trademarks, or the goodwill associated therewith. Markit On Demand shall not contest the validity of or PROVIDER's ownership rights in the PROVIDER Trademarks. In particular, Markit On Demand shall not use the PROVIDER Trademarks or any confusingly similar or diluting mark, term, or design except as expressly authorized in this Agreement, and Markit On Demand shall not attempt to use or register any PROVIDER Trademarks, in any search engine or keyword advertising, as a part of any domain name or web address, or any application for registration.

E. Ownership of PROVIDER Service(s). Markit On Demand acknowledges and agrees that, as between PROVIDER or its licensors, on the one hand, and Markit On Demand, on the other hand: (i) all proprietary rights in and to the PROVIDER Service(s), including without limitation, any update(s) thereto and Derivative Works thereof and any intellectual property rights pertaining thereto, are exclusively owned by and reserved to PROVIDER (or its licensors), (ii) Markit On Demand's use of the PROVIDER Service(s) and PROVIDER Trademarks shall inure to the benefit of PROVIDER (or its licensors), (iii) Markit On Demand shall only make use of the PROVIDER Service(s) as permitted in this Agreement, and (iv) Markit On Demand shall not assert or acquire any proprietary rights in the PROVIDER Service(s).

F. PROVIDER's Reserved Rights. PROVIDER reserves all rights not expressly granted to Markit On Demand, and no further right, implied or

otherwise, is granted hereby to Markit On Demand for any reason and with respect to any right, title, information, or material.

G. Preservation of PROVIDER's Goodwill. Markit On Demand shall not engage in actions that would impair the legal status, or detract from, or impugn the public acceptance and popularity of PROVIDER or its services or products. Without limiting the foregoing, Markit On Demand agrees to refrain from any action or inaction that would reduce or negatively affect the goodwill of PROVIDER or its licensors.

H. Assistance From Markit On Demand. Markit On Demand shall reasonably assist PROVIDER or its licensors in the prosecution, assertion, or defense of the rights of PROVIDER or its licensors in the PROVIDER Service(s), and shall provide, at reasonable cost to be borne by PROVIDER or its licensors, any evidence, documents, and testimony in connection therewith. Markit On Demand shall not oppose or seek to cancel or challenge, in any forum, any intellectual property ownership, application, or registration of PROVIDER or its licensors regarding the PROVIDER Service(s).

3. DELIVERY OF THE PROVIDER SERVICES BY PROVIDER TO MARKIT ON DEMAND & MARKIT ON DEMAND PERFORMANCE OBLIGATIONS

- A. PROVIDER shall provide Markit On Demand with access to the PROVIDER Services and updates thereto in accordance with the Delivery Specifications in the applicable Order Schedule. PROVIDER will provide all PROVIDER Services in a professional manner consistent with generally accepted industry standards for companies engaged in services of similar complexity. PROVIDER shall ensure that all personnel involved in providing the PROVIDER Services shall have sufficient experience, skills and expertise for the applicable PROVIDER Services.
- B. PROVIDER shall devote sufficient resources to the PROVIDER Services.
- C. PROVIDER and Markit On Demand shall adhere to the terms of each Order Schedule and its Annexes with regard to delivery and functionality of each PROVIDER Service and PROVIDER's and Markit On Demand's performance under this Agreement and the applicable Order Schedule.
- D. Protection. Markit On Demand shall use commercially reasonable efforts to protect the PROVIDER Service(s) from any use that is not permitted under this Agreement, including by Markit On Demand utilizing industry recognized anti-copying/anti-piracy measures, practices, or technology to prevent unauthorized transfers, copying, or distribution of the PROVIDER Service(s). In the event of any unauthorized use of the PROVIDER Service(s) by an Authorized User, Markit On Demand shall terminate such Authorized User's access to the PROVIDER Service(s) unless PROVIDER requests otherwise. Where access to the PROVIDER Service(s) is to be managed by use of passwords, Markit On Demand shall require use of log-on

identification credentials and passwords to each Authorized User and use commercially reasonable efforts to ensure that Authorized Users do not divulge their access credentials and passwords to any third party. Markit On Demand shall also maintain the confidentiality of any institutional passwords provided by PROVIDER.

- E. Providing Notice of Applicable Terms. Markit On Demand shall provide or assist with providing Authorized Users with appropriate notice of the terms and conditions under which access to the PROVIDER Service(s) is granted under this Agreement including, in particular, any limitations on access or use of the PROVIDER Service(s) as set forth in this Agreement or applicable Order Schedule, and require Authorized Users to agree to terms relating to the use of the PROVIDER Service(s) before permitting Authorized Users to gain access to the PROVIDER Service(s) (commonly referred to as "click-through" licenses).

4. NO PROMOTION

PROVIDER shall not, without the prior written consent of Markit On Demand in each instance, (A) use in advertising, publicity, or otherwise: (i) the name of Markit On Demand or any employee of Markit On Demand, (ii) any Markit On Demand-owned trade name, trademark, trade device, service mark, logo, symbol, or any other Markit On Demand indicia, or (iii) any abbreviation, contraction or simulation thereof; or (B) represent, directly or indirectly, that any product or any service provided by PROVIDER has been approved or endorsed by Markit On Demand. Unless otherwise required by law or by any regulatory agency having jurisdiction over any party to this Agreement, neither PROVIDER nor Markit On Demand shall issue any press release, public statement, or news story concerning this Agreement without prior written consent of the other party.

5. FEES AND PAYMENTS

A. In full consideration for the access and rights granted by PROVIDER under this Agreement and the applicable Order Schedule, Markit On Demand shall pay the fees as set forth in the applicable Order Schedule ("**Fees**") if/as such Fees may become payable, commencing on the Billing Commencement Date (as defined in the applicable Order Schedule) unless otherwise set forth therein.

- B. All Fees shall be paid in United States dollars plus all applicable sales, use, value added, goods and services, or similar consumption taxes chargeable on the Fees and set forth in the applicable invoice; provided, however, that New York state sales and use tax will not be owed if Markit On Demand provides a New York State and Local Sales and Use Tax Exemption Certificate to Provider. Markit On Demand shall be responsible for all taxes and like charges arising in connection with or relating to this Agreement, except for taxes on PROVIDER's net income. Markit On Demand shall be entitled to deduct and withhold from the Fees any taxes it is required to deduct and withhold under applicable law. Upon Markit On Demand's request, PROVIDER shall provide information or certification as to the tax residence of PROVIDER and shall notify

Markit On Demand of any change in such information or certification. All Fees shall be paid by Markit On Demand via wire transfer to a bank designated by PROVIDER. PROVIDER's acceptance of any payment or reimbursement from Markit On Demand hereunder shall be without prejudice to any legal, equitable, contractual, or other right or remedy available to PROVIDER, all of which are cumulative. In no event shall the Fee be refundable or repayable by PROVIDER, except as otherwise expressly stated herein.

C. The Fees shall be due and payable as specified in the applicable Order Schedule, and if not specified, then within sixty (60) days of request or invoice from PROVIDER. All invoices shall be addressed to Markit On Demand as specified in the applicable Order Schedule and delivered to: h-ihsm-data.solutionspoc@spglobal.com. Overdue accounts not disputed in good faith will accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less. In the event any such overdue accounts remain unpaid for ninety (90) days or more after the due date, PROVIDER shall also have the right to withhold future deliveries of, or prohibit future access to, the PROVIDER Service(s) until such accounts plus any applicable interest charges are paid in full; provided, however, that PROVIDER shall provide Markit On Demand at least sixty (60) days prior written notice of intent to withhold such access to the PROVIDER Service(s).

D. If PROVIDER wishes to propose revised Fees for any Renewal Term (defined in Section 6(B) below), PROVIDER shall send Markit On Demand written notice of the proposed Fees at least one hundred and eighty days (180) days prior to the end of the Initial Term or the then-current Renewal Term. Markit On Demand shall use best efforts to respond to such proposal within thirty (30) days of Markit On Demand's receipt of such written notice. For the avoidance of doubt, however, Markit On Demand shall be under no obligation to approve any such proposed Fee revision and in no event shall a Fee increase exceed the greater of three percent (3%) or the US Consumer Price Index (CPI) rate for the preceding year.

E. Unless otherwise specified in the applicable Order Schedule, PROVIDER shall be responsible for all transmission costs relevant to provision and delivery to Markit On Demand of the PROVIDER Services and any associated information.

F. For the avoidance of doubt, Markit On Demand reserves the right to determine, in its sole discretion, the fees charged for the Markit On Demand Products and Services to its clients and customers.

6. TERM AND TERMINATION

A. This Agreement shall commence as of the Effective Date set forth above and shall continue in effect thereafter for as long as any Order Schedule entered into pursuant to this Agreement remains in effect or unless earlier terminated in accordance with this Agreement ("Term"). Should all Order Schedules pursuant to this Agreement be terminated, this Agreement shall automatically terminate.

B. The term of each Order Schedule shall commence on the Commencement Date specified therein and shall continue for the duration of the initial term as specified therein, unless earlier terminated in accordance with this Agreement (“**Initial Term**”). Following the Initial Term of any Order Schedule, unless otherwise specified in the applicable Order Schedule, such Order Schedule shall be automatically extended for successive renewal term(s) of twelve (12) months (each, a “**Renewal Term**”) each unless either party notifies the other in writing of its decision not to extend the term of such Order Schedule at least one hundred-twenty (120) days prior to the expiration of the term then in effect.

C. In the event of a material breach by either party, the non-breaching party may terminate any and all Order Schedules and/or the Agreement by giving thirty (30) days prior written notice thereof (such notice specifying the breach); provided, however, that such termination shall not take effect if the party in breach cures or corrects the breach and provides notice of such rectification within such thirty-day notice period. The foregoing shall be without prejudice to any other rights or remedies available to the parties.

D. Either party may terminate any or all Order Schedules and/or this Agreement immediately upon written notice to the other party if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

F. Markit On Demand and PROVIDER may terminate this Agreement or any applicable Order Schedule upon mutual written agreement of both parties.

G. PROVIDER Termination. Notwithstanding the foregoing, PROVIDER may also terminate at any time this Agreement or any applicable Order Schedule, effective upon written notice thereof to Markit On Demand upon the occurrence of one or more of the following events: (i) if Markit On Demand exceeds the scope of the licensed rights granted by PROVIDER herein; (ii) if Markit On Demand fails to protect PROVIDER’s proprietary rights in and to the PROVIDER Service(s) or PROVIDER Trademarks; or (iii) if Markit On Demand fails to cure any material failure in the quality of incorporation of the PROVIDER Service(s) into the Markit On Demand’s Products and Services within ten (10) business days following receipt of notification (e-mail acceptable) from PROVIDER as to any such issue, unless the parties mutually agree to a resolution.

H. Upon termination of this Agreement, PROVIDER shall cease use of all Markit On Demand Data. PROVIDER shall promptly purge all Markit On Demand Data that has been stored in its computer systems, databases, or any data storage facilities owned or under its control except that PROVIDER shall have the right to retain copies of the Markit On Demand Data for purposes of litigation, audit and regulatory compliance provided that the Markit On Demand Data shall be used for no other purpose. Upon any termination of this Agreement, Markit On Demand shall cease any and all uses of the PROVIDER Service(s) and PROVIDER Trademarks, including without limitation, all PROVIDER Service(s), and any use, advertising, sale, and distribution of the PROVIDER Service(s); and (i) all rights granted to Markit On Demand under this Agreement shall revert to PROVIDER, and (ii) PROVIDER shall be entitled

to retain all monies paid to PROVIDER. Upon termination, Markit On Demand shall also return to PROVIDER all PROVIDER Service(s) in any tangible or electronic form in its possession and control. In addition to and without waiving any other rights or remedies available to PROVIDER, Markit On Demand shall make immediate payment to PROVIDER of all amounts owed as of the date of termination.

7. REPRESENTATIONS & WARRANTIES

A. Each party represents and warrants that its entry into and performance under this Agreement and each Order Schedule is and will be lawful and does not and will not violate any other agreement to which it is a party. In addition, each party represents and warrants to the other party that such party: (i) has the power and authority to enter into and perform its respective obligations under this Agreement; and (ii) is under no obligation, contractual or otherwise, which might in any way interfere with its full and complete performance of this Agreement.

B. PROVIDER represents and warrants that it has all necessary rights and licenses to furnish the PROVIDER Services to Markit On Demand and PROVIDER Trademarks to Markit On Demand and for Markit On Demand to use the PROVIDER Services and PROVIDER Trademarks in accordance with this Agreement and each Order Schedule and that, to PROVIDER's knowledge, use of the PROVIDER Services and PROVIDER Trademarks in accordance with this Agreement and each applicable Order Schedule does not infringe upon or violate any trademark or copyright right of any third party in the Territory.

C. Except for the access grant under this Agreement, nothing shall confer in Markit On Demand any other rights in or to the PROVIDER Services and PROVIDER Trademarks.

D. If a third party claims that Markit On Demand's use and/or dissemination of the PROVIDER Services or PROVIDER Trademarks in accordance with this Agreement and the applicable Order Schedule infringes on any trademark or copyright rights of a third party, PROVIDER shall at its sole expense and option:

- i. procure for Markit On Demand the right to continue using the PROVIDER Services;
- ii. modify or amend the PROVIDER Services or the infringing part thereof so that the same become(s) non-infringing;
- iii. replace the PROVIDER Services or the infringing part thereof by other data of similar content; and/or
- iv. terminate this Agreement and to pay to Markit On Demand a refund of any prepaid but unaccrued fees through the remainder of the applicable Order Schedule term.

E. PROVIDER agrees and covenants that:

- i. it is responsible for determining the methods and means of performing the PROVIDER Services in accordance with this Agreement and the applicable Order Schedule.
- ii. it will make reasonable efforts to ensure that, if notified by Markit On Demand of any material errors in the PROVIDER Services, PROVIDER shall timely correct or complete such errors and then retransmit the corrected or completed PROVIDER Services to Markit On Demand;
- iii. the PROVIDER Services will continue to be provided during the term of the applicable Order Schedule at the same standard in terms of quality and timeliness as specified in each applicable Order Schedule;
- iv. it will not intentionally include computer code in the PROVIDER Services (a) which substantially disrupts, disables, harms, or otherwise impedes the operation of the Markit On Demand Products and Services (including, without limitation, aesthetical disruptions or distortions), or any other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses", "Trojan horses" or "worms"), (b) that would substantially impair its operation based on the elapsing of a period of time, exceeding an authorized number of copies, or advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices), or (c) that would permit PROVIDER to access the Markit On Demand Products and Services to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms that would cause such programs to cease functioning or to damage or corrupt the Markit On Demand Products and Services, storage media, programs, equipment or communications, or otherwise interfere with operations; and
- v. All proprietary rights (including, without limitation, copyrights, trademark rights, trade secrets, and database rights) in and to the Markit On Demand Products and Services and any Derivative Works thereof are and shall remain the sole and exclusive property of Markit On Demand. Markit On Demand reserves the right to use, publish, license and distribute the Markit On Demand Products and Services and/or the Derivative Works thereof in its sole discretion and is under no obligation to purge or modify them should this Agreement and/or applicable Order Schedule terminate.
- vi. Notwithstanding anything to the contrary contained herein, PROVIDER reserves the right to change, modify, add to, discontinue, or retire any aspect or feature of the PROVIDER Service at any time without notice. From time to time, PROVIDER may, but is under no obligation to, release upgrades, fixes or new

versions of the PROVIDER Service, although these upgrades may not be consistent across all platforms and devices, provided that, if PROVIDER schedules a change to PROVIDER Service that has a reasonable likelihood of directly causing a material detrimental effect to the services provided hereunder (each, a "Material Modification"), then Markit On Demand shall be entitled to terminate the Agreement pursuant to Section 6.C hereof. To the extent possible under the circumstances, PROVIDER shall provide notice to Markit On Demand of its intention to make a Material Modification at least ninety (90) days prior to making the Material Modification.

8. DISCLAIMER OF WARRANTIES

EXCEPT (A) AS EXPRESSLY STATED HEREIN AND/OR THE APPLICABLE ORDER SCHEDULE(S), AND/OR (B) FOR FRAUD OR FRAUDULENT MISREPRESENTATION, PROVIDER AND ITS AFFILIATES, Markit On Demand AND ITS AFFILIATES, AND ALL OF THEIR SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE PROVIDER SERVICES WHICH ARE PROVIDED "AS IS" OR THE MARKIT ON DEMAND PRODUCTS AND SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED.

9. LIMITATION OF LIABILITIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL MARKIT ON DEMAND OR ITS AFFILIATES, PROVIDER OR ITS AFFILIATES, OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10 BELOW) FOR ANY CLAIMS AGAINST THE OTHER BY THIRD PARTIES.

IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY OR THEIR RESPECTIVE AFFILIATES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, EXCEED THE FEES PAYABLE BY MARKIT ON DEMAND TO PROVIDER FOR THE APPLICABLE PROVIDER SERVICE IN THE PRECEDING CALENDAR YEAR IN WHICH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE RELATED TO OR ARISE FROM

A PARTY'S VIOLATION OF ANY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY AND DATABASE RIGHTS (INCLUDING, BUT NOT LIMITED TO, TRADEMARKS AND COPYRIGHTS), AND/OR A PARTY'S WILLFUL MISCONDUCT, AND ITS INDEMNITY OBLIGATIONS UNDER SECTION 10 BELOW. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR RESTRICT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE SERVICES MAY BE BROUGHT BY A PARTY MORE THAN TWO (2) YEARS AFTER SUCH ACTION HAS ACCRUED, EXCEPT FOR CLAIMS ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10 BELOW.

10. INDEMNIFICATION

A. Each party shall, at its sole cost and expense, indemnify and hold the other party harmless from and against any and all liabilities, claims, losses, damages, injuries or expenses, including reasonable attorneys' fees, arising in connection with any third-party claim resulting out of a breach or alleged breach of any of a party's representations, warranties or obligations of this Agreement.

B. PROVIDER shall, at its sole cost and expense, defend, indemnify and hold Markit On Demand harmless from and against any and all liabilities, claims, losses, damages, injuries or expenses, including reasonable attorneys' fees, relating directly to any third-party claim or litigation against Markit On Demand alleging that the PROVIDER Services used by Markit On Demand in accordance with this Agreement infringe(s) on and/or violate(s) any copyright or trademark right of any third party in the Territory.

C. Markit On Demand shall, at its sole cost and expense, defend, indemnify and hold PROVIDER harmless from and against any and all liabilities, claims, losses, damages, injuries or expenses, including reasonable attorneys' fees, relating directly to any third-party claim or litigation against PROVIDER alleging Markit On Demand's or its Affiliate's use of the PROVIDER Trademarks, PROVIDER Services, or any other PROVIDER intellectual property in a manner not explicitly licensed hereunder or in a manner not consistent with the use restrictions and requirements provided hereunder.

D. With respect to any claim which may form the basis of an indemnity under this Section 10, the party seeking indemnification shall give timely notice of such claim to the other party, as well as the opportunity to defend, compromise, or settle such claim with counsel selected by such other party, and shall provide all reasonable assistance (at the indemnifying party's expense) in the course thereof; provided, however, that the indemnifying party shall not enter into any compromise or settlement that shall have the effect of creating any liability or obligation (whether legal or equitable) on the part of the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld, and no such compromise or settlement is hereby authorized unless the indemnified party obtains a complete release under said compromise or settlement.

11. INJUNCTIVE RELIEF

In the event of a breach or threatened breach of any of the provisions of this Agreement or any Order Schedule by either party, or any employee or representative of either party, including any designated Affiliate, the other party shall be entitled to seek preliminary and permanent injunctive relief to enforce the provisions hereof, without the necessity of posting any bond, but nothing herein shall preclude either party from pursuing any action or other remedy for any breach or threatened breach of this Agreement or any Order Schedule, all of which shall be cumulative.

12. FORCE MAJEURE

Neither party shall be responsible or liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, fire, flood, severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the party so affected at the time such causes arise and not due to such party's gross negligence. In the event that a force majeure event prevents a party from performing its obligations under this Agreement or any Order Schedule for a period of sixty (60) consecutive calendar days, the other party shall have the right to terminate the applicable Order Schedule upon written notice.

13. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Each party covenants that it has implemented, will maintain throughout the term of this Agreement, and shall follow industry practices in its standard data security, business continuity, disaster recovery, and anti-virus processes (including, but not limited to, backup capabilities) to assist the party in performing its obligations hereunder with mitigating disruptions or delays including but not limited to mitigating risk and/or severity of a force majeure occurrence as set forth in Section 12 above.

15. MISCELLANEOUS

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its rules of conflict of laws. Both parties agree to the exclusive jurisdiction of the state and federal courts sitting in the State of Maryland for the resolution of any disputes arising from or related to this Agreement.

B. **Assignment.** Neither party may assign, delegate, or transfer this Agreement (and/or any Order Schedule) or assign or delegate its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party. Any such assignment, transfer, or delegation without the party's consent shall be null and void. Subject to the foregoing, this Agreement shall be binding on any successor and permitted assign.

C. **Confidential Information.** The parties understand and agree that in the performance of this Agreement each party may have access to Confidential Information of the other party. For purposes of this Agreement, “**Confidential Information**” shall mean information or data (i) that is labelled or identified clearly as confidential by the disclosing party; (ii) in respect of which the receiving party has received from the disclosing party specific written notice of its proprietary and confidential nature, either prior to or concurrently with the disclosure; or (iii) information that by the nature of its contents would be considered confidential information by a reasonable person under the circumstances. Neither party shall disclose, directly or indirectly, in whole or in part, to any third person, firm or corporation, any Confidential Information which it receives from the other party, except that any such information may be disclosed to a party’s employees, agents or advisors (i) to the extent that party reasonably determines such disclosure to be necessary; and (ii) provided that the receiving party is under the same obligations of confidentiality as are set out in this Section 15(C). Neither party shall use the Confidential Information for its own benefit, or copy or reproduce the Confidential Information, except as reasonably determined to perform its obligations under this Agreement (including any Order Schedule). Each party shall use the same degree of care in safeguarding the Confidential Information as it uses for its own confidential and proprietary information, but not less than a reasonable degree of care. The foregoing restrictions on Confidential Information shall not apply to information and data that: (i) was known by the receiving party at the time of such disclosure; (ii) was known to the public at the time of such disclosure; (iii) becomes known to the public (other than by act of the receiving party) subsequent to such disclosure; (iv) is disclosed lawfully to the receiving party by a third party subsequent to the disclosure; (v) is developed independently by the receiving party without reference to the Confidential Information; (vi) is approved in writing by the disclosing party for disclosure; or (vii) is required by law to be disclosed by the receiving party, provided prior written notice of such required disclosure is given to the disclosing party (to the extent permitted by law) and the receiving party supports the disclosing party with respect to seeking confidential treatment for such Confidential Information. Upon request by the disclosing party or upon termination of this Agreement (or the applicable Order Schedule), the receiving party shall return to the disclosing party all copies of the Confidential Information or other materials incorporating Confidential Information in the possession or control of its or its Affiliate’s employees, agents or advisors or, if so instructed by the disclosing party, the receiving party shall destroy all such copies. [Each party will timely notify the other party in writing of any misappropriation or misuse by any person of Confidential Information of such other party which may come to the receiving party’s attention.]

Each party acknowledges that the other party may now and may hereafter be subject to non-disclosure and confidentiality agreements with third parties, pursuant to which such other party must protect or refrain from using Confidential Information that is the property of such third parties (the “**Third-Party Confidential Information**”). In the event that any party has access to such Third-Party Confidential Information, each party will be bound by the terms of such agreements as if it were an original signatory thereto; provided, however, each party must provide written notice to the other party that any Confidential Information being provided is Third-Party Confidential Information.

D. **Independent Contractor.** Each party acknowledges and agrees that the other is an independent contractor and shall have no authority to act as an agent of the other; nor shall either party bind or purport to bind the other to any commitment, obligation, or liability to any third party. This Agreement does not create a partnership, fiduciary, employment, franchise, or a joint venture relationship between the parties.

E. **Entire Agreement.** This Agreement, together with all executed Order Schedules, exhibits, and appendices, constitutes the entire agreement of the parties hereto with respect to its subject matter and may not be amended or modified other than in a writing signed by duly authorized officers of both parties. This Agreement supersedes all previous agreements between the parties with respect to its subject matter.

F. **Headings.** Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

G. **Waiver.** The failure of a party to insist upon strict compliance with any term or provision of this Agreement on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. No provision of this Agreement shall be waived except by a written instrument signed by the party charged with the waiver.

H. **Compliance with Law.** Both parties shall perform their obligations hereunder in compliance with all applicable laws and regulations, including but not limited to anti-corruption, economic sanctions, securities and anti-money laundering laws and regulations, now or hereinafter in effect. Nothing in this Agreement (including in any Order Schedule) shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations.

I. **Economic Sanctions.** As of the Effective Date of this Agreement: (i) neither PROVIDER nor Markit On Demand (nor any of the subsidiaries or any director or corporate officer of any of the foregoing entities) is the subject of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or other relevant sanctions authority (collectively, "**Sanctions**"); (ii) neither PROVIDER nor Markit On Demand is: (a) fifty percent (50%) or more owned or controlled, directly or indirectly, by any person or entity that is the subject of Sanctions, (b) an agency or instrumentality of, or an entity owned or controlled by, the government of a country that is the subject of territorial Sanctions, or (c) located, organized, or resident in a country that is the subject of territorial Sanctions; (iii) to the best of PROVIDER's knowledge, no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of PROVIDER is the subject of Sanctions; and (iv) to the best of Markit On Demand's knowledge, no entity fifty percent (50%) or more owned or controlled by a direct or indirect parent of Markit On Demand is the subject of Sanctions. For so long as this Agreement is in effect, either party will promptly notify the other if any of these circumstances change.

J. **Anti-Corruption Compliance.** PROVIDER agrees that it has policies and procedures in place designed to ensure that, in carrying out its responsibilities

under this Agreement, PROVIDER, its officers, employees, agents and others working on its behalf comply with the Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010 (as amended) and other applicable anti-corruption laws; and that PROVIDER shall take reasonable best efforts to ensure that the payments made to PROVIDER by Markit On Demand under this Agreement will not be used to make payments to any government official or employee, political party, official or employee of any political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of applicable anti-corruption laws.

K. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain in full force and effect.

L. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly delivered as of the date received, if delivered by hand, overnight courier, or sent postage prepaid by registered mail or certified mail return receipt requested, with acknowledgment by the receiving party, to the below address or such other address as either party shall specify in a written notice to the other. Notwithstanding the foregoing, notices and other communications regarding notice addresses and contact persons shall be effective if sent to the other party via electronic mail.

If to Markit On Demand, unless otherwise set forth in the applicable Order Schedule:

Markit On Demand, Inc.
5775 Flatiron Pkwy Suite 100,
Boulder, CO 80301
Attention: Legal Department
And an email copy to: n-ihsm-data.solutionspoc@spglobal.com

With a copy to:
Markit On Demand, Inc.
55 Water Street
New York, NY 10041 USA
Attention: Legal Department
CARMVendorNotices@spglobal.com

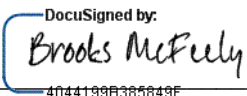
If to PROVIDER: as set forth in the applicable Order Schedule.

M. **Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11, 15, together with the provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for whatever reason.

N. **Counterparts.** This Agreement may be executed in counterparts, all of which together shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

MidnightTrader, Inc.


By:  DocuSigned by:
4044199B385849F...

Name: Brooks McFeely

Title: CEO

Date: March 21, 2024

Markit On Demand, Inc.,

By:  DocuSigned by:
FF1C9DED2D584A8...

Name: Renee Spampinato

Title: Head of Fincentric

Date: March 21, 2024

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

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

EXHIBIT A

Designated Affiliates

Territory and Licensed Languages

1. The Territory shall be global.
2. The “Licensed Languages” shall mean the English language and any other mutually agreed languages.

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