



BAML
Schedule 166

GEP: CDR0008929.0

Proprietary & Confidential

**SCHEDULE #166:
DESIGN SUPPORT FOR
Tim Paul**

This Schedule 166 (the "**Schedule**") is entered into between Markit North America, Inc. ("**S&P**") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**Customer**") pursuant to and incorporating by reference all terms and conditions of to the Application Development and Hosting Agreement (the "**Master Agreement**") by and between Customer and S&P dated January 1, 2007. References to "MOD" / "Markit" / "IHS Markit" and "Subscriber"/"Client" (as the case may be in the Master Agreement) shall be read, for the purpose of this Schedule, to mean "S&P" and "Customer" as defined herein.

This Schedule shall be a separate and distinct addendum to the Agreement and to Schedule 100 entered into between S&P and Customer on April 1, 2011 ("**Schedule 100**"). The parties agree that this Schedule and the services provided hereunder are subject to the terms and conditions of the Master Agreement, incorporated into this Schedule by reference. In the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule, Schedule 100 and the Master Agreement, the terms and conditions of this Schedule shall prevail. For purposes of this Schedule, the Master Agreement, Schedule 100 and this Schedule 166 shall be referred to herein as the Agreement. All capitalized terms used but not defined in this Schedule shall have the meanings given to such terms in the Master Agreement or Schedule 100.

This Schedule commences on February 1, 2024 ("**Effective Date**").

1 Project Description

S&P will provide 1 full-time equivalent ("FTE") Design and other personnel ("Design retainer") to progress various design initiatives as prioritized by Tim Paul.

Initiatives may include:

- Designing HTML experiences for various client-facing content produced by CIO

2 Term

This SOW shall commence on the Effective date and remain in effect for three (4) months ("**Initial Term**").

3 Content

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

4 Intellectual Property

Notwithstanding anything in the Agreement to the contrary, the parties agree that the "look and feel," the unique visual design presentation of the web pages, and the unique user interface, to the extent originated and prepared for Client pursuant to this Agreement, shall belong exclusively to Client and shall not be redistributed by S&P to others.

5 Service Fee

Client will pay the following monthly, fixed fee for the Design retainer described in Section 1 above:

February 1, 2024 – May 31, 2024: \$20,000/FTE/month for a total of \$80,000.

Customer may request to increase the number of FTEs at the contracted rate assigned to the Project, by providing S&P a written request at least 30 days in advance. Customer may also request to extend the Initial Term by a month-to-month basis by providing S&P a written request at least 30 days in advance. Initial Term can be extended up to a maximum of six (6) months (the "**Extended Term**").

In the event that the parties mutually agree to continue the project beyond the Extended Term, the parties will mutually agree in writing (through a new Schedule or change order) on the new term and the fees shall be adjusted accordingly.

6 Invoices

Invoice shall be submitted to Client via the GEP SMART system. The following contact individual shall be point of contact for this contract:

Timothy Paul Timothy.Paul@ml.com

300 Broadhollow Road, Melville, NY 11747

ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
SIGNATURE DocuSigned by: <i>Renee Spampinato</i> FF1C9DED2D584A6...	SIGNATURE <i>William D. Ballard</i>
PRINT NAME Renee Spampinato	PRINT NAME William D. Ballard
TITLE Head of Fincentric	TITLE Vice President

①

②



BAML
Schedule 166

GEP: CDR0008929.0
Proprietary & Confidential

DATE OF SIGNATURE February 8, 2024	DATE OF SIGNATURE February 8, 2024
------------------------------------	------------------------------------

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

(2)

@