



GEP SMART: CW298216.1

BAML
Schedule 165

Proprietary & Confidential

SCHEDULE #165
BOL Managed Services & Hosting

This Schedule 165 (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 165 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 November 1, 2023 ("**Effective Date**").

1 Project Description

S&P will provide Managed Services, which include but are not limited to:

- Comprehensive support and monitoring of Customer's platform
- Operation from S&P's data centers and include any licenses required to run the site, hardware, facilities, connectivity, patching, support, etc.
- Hosting of services, networks, and security
- 24/7/365 operational support

Included in the Managed Services support is backlog or future bug ticket resolves as well as standard enhancement tickets ("**Enhancements**") per month. Enhancements are considered 2-5 story points and will be mutually agreed upon in writing. Included in the first six (6) months are up to ten (10) tickets of Enhancements per month. After this period, the ongoing Managed Services fee includes two (2) Enhancement tickets per month for the duration of the term.

A ticket is defined as a way to document expected requirements and communicate exactly what needs to be done, either as a bug resolve or enhancement to the experience to the BOL Demo Tool, as developed in Schedule 162. Each ticket must be agreed upon by both parties before committing to the work in a sprint and must receive sign off by the Customer as a determination of being

2 Term

This Schedule shall commence on the Effective Date and shall continue in full force and effect for one (1) year (the "Initial Term"). Thereafter, this Schedule shall renew for additional one (1) year terms unless either S&P or Customer provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term (the Initial Term and any renewal term, collectively the "Term").

3 Content

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

4 Service Fee

The Service Fee for the work enumerated in this SOW shall consist of the following payments as described in Section 1 Project Description:

- \$50,000 payable monthly in advance for first six (6) months immediately following the Effective Date. This fee includes up to ten (10) tickets of Enhancements per month.
- \$12,500 one-time design fee to support Padzilla. This fee will be due March 1, 2024 to support the Customer's April conference.
- \$15,000 payable monthly in advance, commencing at the start of the seventh month after the Effective Date for ongoing Managed Services fee. This fee includes up to two (2) tickets of Enhancements per month for the duration of the term.

For the avoidance of doubt, the monthly fees shall be as follows:

November 2023: \$50,000

December 2023: \$50,000

January 2024: \$50,000

February 2024: \$50,000

March 2024: \$62,500

April 2024: \$50,000

May 2024 – ongoing: \$15,000 per month

For the avoidance of doubt, commencing at the start of the seventh month after the Effective Date (May 2024) for ongoing Managed Services fee, the total monthly fee will be \$15,000. After the Initial



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Term, the annual one (1) year renewal term shall not exceed \$180,000.
Any other fee increases will be discussed and mutually agreed between the parties.

5 Invoices

All invoices shall be submitted to Customer via the GEP SMART system.

The following contact individual shall be the billing point of contact for this Schedule:

Oliver Hannay
Director, Senior Retirement Product Manager
(609) 274 1783
Email: oliver_hannay@bofa.com

ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
SIGNATURE <div>DocuSigned by: RENEE SPAMPINATO</div>	SIGNATURE <div>William D. Ballard</div>
PRINT NAME RENEE SPAMPINATO	PRINT NAME William D. Ballard
TITLE Head of Fincentric	TITLE Vice President
DATE OF SIGNATURE January 19, 2024	DATE OF SIGNATURE January 19, 2024

~~Michael@justbuildit.com~~

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