



SUPPLIER:	Markit On Demand, Inc.
Order Form START DATE:	July 1, 2020
Order Form END DATE:	August 14, 2020

**ORDER FORM
CW2353708**

Subscription and Maintenance of ETF and Company Information APIs

The Master Web Services Agreement (with an effective date of January 1, 2003 between Fidelity Brokerage Services LLC ("Fidelity") and Markit On Demand, Inc. formerly known as Wall Street On Demand ("MOD") (the "Agreement") will govern this Software/Hosted Software Order Form ("Order Form"). Capitalized terms used in this Order Form, if not defined herein, shall be ascribed the meanings given in the Agreement.

Whereas, Fidelity Investments Institutional Services Company, Inc. ("Fidelity" or "FIIS") is an Affiliate of Fidelity Brokerage Services LLC;

Whereas, Fidelity Investments Institutional Services Company, Inc. desires to purchase certain products from MOD as set forth below; and

Now therefore, in consideration of the mutual covenants expressed herein, Fidelity and MOD agree to the following:

Location for Work Performed:	<input checked="" type="checkbox"/> Supplier Site <input checked="" type="checkbox"/> Fidelity Site <input checked="" type="checkbox"/> Other
Location Address:	Markit Digital: 5775 Flatiron Parkway, Boulder, CO 80301 Fidelity: 245 Summer Street, Boston, MA 02110
Will Supplier use offshore resources?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Will Supplier have access or visibility to any of the following information (as determined by Fidelity)?	<input checked="" type="checkbox"/> Confidential <input type="checkbox"/> Highly Confidential <input type="checkbox"/> Personal Information <input type="checkbox"/> None
Will Supplier use Fidelity Property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Will Personnel be badged?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Will the Work Product or Services be subject to an Evaluation Period (Acceptance)?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Service Level Schedule?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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	The SLA between the Parties dated August 1, 2015 will govern this Order Form.
Will the Services be subject to an Evaluation Period?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO See the Acceptance criteria in this Order Form.

HOSTING INFORMATION:

Supplier hosting?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Will Supplier use a Subcontractor for Hosting?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO NTT Data Service
Is Hosting Offshore?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

CONTACTS:

Fidelity Contact:	Name:	John Farda
	Phone:	(212) 658-1124
	Email Address:	john.farda@fmr.com
Supplier Contact:	Name:	Marjorie Patton
	Phone:	(303) 402 6123
	Email Address:	Marjorie.patton@ihsmarkit.com

PRICING AND MONTHLY FEES:

License/Maintenance/Support Fee: • Company Information APIs	\$500 per month
License/Maintenance/Support Fee: • ETF data APIs	\$500 per month
TOTAL	\$1,000 per month

The Service Fee for the work enumerated in this Order Form is \$1,000 per month, commencing upon the Acceptance Date.

Additional payment terms are specified in the Agreement. Supplier will invoice Fidelity per the terms of the Agreement.



ORDER FORM DETAILS:

MOD shall build, host, and provide support and maintenance for a suite of Exchange Traded Funds (ETF) APIs and a suite of Company Information APIs (the "ETF and Company Information API Solution") for use by Fidelity on its URL or its successor or equivalent URLs, subdomains, applications, or other internet delivery platforms developed now or in the future, and all future versions and upgrades, that are accessible by any electronic or broadcast delivery channel, including personal computers, mobile access devices, mobile phones, or other devices now known or subsequently developed, according to MOD's strategic Gateway API framework and any successor solution.

Below is a list of the individual components and scope that MOD will deliver and support as part of the ETF & Company Information API Solution:

- All Company Information as governed by Fidelity's underlying Agreements with content providers which may include, but not be limited to:
 - Company Description
 - Headquarters
 - CEO name
 - Number employees
- All ETF Data as governed by Fidelity's underlying Agreements with content providers which may include, but not be limited to:
 - Morningstar Overall Rating (Stars)
 - Morningstar Risk Rating
 - ETF Description
 - Sponsor Name
 - Net Assets
 - Number of Holdings in Fund
 - Top Fund Holdings – Company Name
 - Top Fund Holdings – Pct. of Fund
 - Expense Ratio (Net)

ASSUMPTIONS OF PROJECT:

- Use of ETF and Company Information API Solution under this Order Form is limited to Fidelity.
- Fidelity will be responsible for licensing and providing all data, content, and fonts required for this Order Form. MOD may recommend and make introductions to appropriate content providers. Fidelity will be responsible for all Content agreements with and payments to such third party providers.

ACCEPTANCE: Commencing on the "Launch Date" (defined when MOD moves the ETF and Company Information API Solution to a MOD production environment) or as otherwise agreed by the parties in



writing, Client shall conduct testing on the ETF and Company Information API Solution within fifteen (15) days (the "Acceptance Period"). Within the Acceptance Period, Client shall provide written notice of acceptance or rejection. In the event Client rejects any part of the Customized Solution, client shall provide adequate explanation regarding the material defects. If Client fails to provide written notice of rejection within the Acceptance Period, Markit may deem the Customized Solution accepted. The date upon which the Client accepts the Customized Solution, or the Customized Solution has been deemed accepted, shall be referred to as the "Acceptance Date."

The Monthly Fees for this Order Form will commence upon Acceptance which will continue for the time indicated in this Order Form, unless the parties terminate this Order Form earlier as permitted by the Agreement.

TERM:

This Order Form shall commence on the Effective Date and remain in effect for two (2) years from the Launch Date ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to renew the term no later than ninety (90) days prior to the expiration of the then current term. Nothing within this section should be read as to modify or limit the parties' respective rights under the Agreement.

BUG FIXES AND MATERIAL CHANGES: MOD will not charge any additional fees for work done to address any material defects in the ETF and Company Information API Solution so it conforms to the original requirements and any corrections, data refresh, enhancements, or other changes set out in this Order Form and its functional documentation ("Bug Fixes"), to the extent that MOD is hosting the ETF and Company Information API Solution. MOD will make any changes beyond Bug Fixes and if applicable, changes covered by the Enhancement Budget, at the rate of \$175 an hour.

CHANGE MANAGEMENT: Markit reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the Services from time to time to maintain operations and as required for problem management and/or system security. Markit will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, MOD will notify Fidelity in advance of any expected outages.

INVOICES: MOD may invoice Fidelity after Acceptance of the ETF and Company Information API Solution. For this Order Form, MOD will email invoices to FidelityInvestmentsInvoices@fmr.com (a single black and white image saved as a PDF document is preferred; however, TIF file format is also acceptable).

Each party to this Order Form has caused its authorized representative to sign this Order Form.



Fidelity Investments Institutional Services
Company, Inc

Markit On Demand, Inc.

By: DocuSigned by:
Robert Hassell
260CB002E1584C6...
Name: Robert Hassell
Title: VP, Squad Lead - Procurement
Date: 8/19/2020 | 12:45:08 PM EDT

By: DocuSigned by:
Catherine Allegra
26AE663B5756428...
Name: Catherine Allegra
Title: Global Head - Markit Digital
Date: 8/19/2020 | 10:44:00 AM EDT

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

Certificate Of Completion

Envelope Id: 01E61B0127CF460F8F6E4CDBD08AAE09

Status: Completed

Subject: CW2353708 - 20200810 Fidelity API Order Form ETF_Company Info_final.docx

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jeannie Garcia

AutoNav: Enabled

Two Destiny Way

Envelopeld Stamping: Enabled

MZ: WF2E

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Westlake, TX 76262

jeannie.garcia@fmr.com

IP Address: 216.109.110.11

Record Tracking

Status: Original

Holder: Jeannie Garcia

Location: DocuSign

8/19/2020 10:23:45 AM

jeannie.garcia@fmr.com

Signer Events

Catherine Allegra

catherine.allegra@ihsmarkit.com

Global Head - Markit Digital

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



26AE663B5756428...

Signature Adoption: Pre-selected Style

Using IP Address: 73.78.132.48

Timestamp

Sent: 8/19/2020 10:26:31 AM

Viewed: 8/19/2020 10:43:49 AM

Signed: 8/19/2020 10:44:00 AM

Electronic Record and Signature Disclosure:

Accepted: 8/19/2020 10:43:49 AM

ID: 01b17be3-8c15-4f09-aeb2-5fa3b35b48d7

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Marjorie Patton

Marjorie.Patton@ihsmarkit.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 8/19/2020 10:26:32 AM

Electronic Record and Signature Disclosure:

Accepted: 8/19/2020 10:25:51 AM

ID: 21d133c2-4564-415f-a5a8-0441ea27c0f1

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/19/2020 10:26:32 AM

Certified Delivered

Security Checked

8/19/2020 10:43:49 AM

Signing Complete

Security Checked

8/19/2020 10:44:00 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	8/19/2020 10:44:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fidelity Procurement (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fidelity Procurement:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignaturenoreply_fssproc@fmr.com

To advise Fidelity Procurement of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

esignaturenoreply_fssproc@fmr.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Fidelity Procurement

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esignaturenoreply_fssproc@fmr.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fidelity Procurement

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
 - ii. send us an e-mail to esignaturenoreply_fssproc@fmr.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
- The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fidelity Procurement as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fidelity Procurement during the course of my relationship with you.