



## **IHS MARKIT MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") dated November 3, 2021 ("Effective Date") is by and between Markit On Demand, Inc located at 5375 Flatirons Parkway, Boulder, CO 80301 on behalf of itself and its Affiliates ("Company"), and **Market Data Management Solutions Corp** located at **27 Mill River Road, Oyster Bay, NY 11771** ("Vendor") (each a "Party", collectively, the "Parties").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

### **1. SCOPE OF WORK**

**Documentation.** For the term of this Agreement, Vendor will provide services to the Company and/or its Affiliates as more specifically agreed upon by the Parties in applicable statements of work (each a "SOW") which are and will be incorporated herein (the "Services"). The Parties may enter into multiple SOWs during the term of this Agreement. Vendor may not begin provision of any Services to Company without a valid purchase order from Company and without a SOW executed by both Parties. A SOW shall not be binding on Company unless signed by an authorized representative of Company.

#### **1.1 SOW Minimum Requirements.** Each SOW must contain, at a minimum, the following:

- (a) The scope of work and description of deliverables;
- (b) Deliverables and milestones and applicable acceptance criteria;
- (c) Term of the SOW;
- (d) The fees that will be paid to Vendor upon acceptance of the Services, deliverables or milestones;
- (e) The types and levels of Vendor staffing (if applicable);
- (f) The place of performance of the Services. Vendor may not change the place for performance of Services without Company's prior written consent;
- (g) Period for performance of Services; and
- (h) Contact details of project manager or contact person of each Party.

#### **1.2 Additional SOW Terms.** If applicable, each SOW will contain the following:

- (i) Service level agreement or agreements measuring the performance level of Vendor and awarding Company payment credits in the event the applicable service level is not achieved; and
- (j) Any other required items to be described and agreed between the Parties.

#### **1.3 No Minimum Commitment.**

Vendor acknowledges that Company is not obligated to have Vendor perform any of the Services and other items described herein and that Company has the right at any time and from time to time to have such services performed directly by Company or by third parties. Nothing contained herein constitutes a minimum commitment by Company to purchase services or products hereunder or exclusivity and Vendor has not relied on any representation, oral or written, to the contrary.

### **2. COMPANY AFFILIATES**

"Affiliates" are defined as those entities that control, are controlled by, or are under common control with Company. All Services will be delivered for the benefit of and may be used by Company and its Affiliates. Vendor agrees that Affiliates of Company may acquire Services from Vendor pursuant to this Agreement by executing a SOW. If a Company Affiliate executes a SOW, that Affiliate is solely responsible for all obligations thereunder.



### 3. PAYMENT

- 3.1 Fees. Each SOW shall specify whether the compensation shall be based on a fixed-price or time and materials basis (the "Fees"). Vendor shall not be entitled to compensation for any Services which are not listed in the applicable SOW. If the SOW provides for fixed price compensation, Fees will be paid on a milestone basis as set forth in the SOW and will be the total compensation due to Vendor. If the SOW provides for time and materials compensation, the SOW shall specify the applicable hourly rates for each category of Vendor Personnel performing Services. No separate compensation will be paid for simply being on-call. Each time and materials SOW shall have a cost ceiling which shall not be exceeded without the prior written approval of Company. Payment to Vendor is contingent upon Company's written acceptance of the Services and deliverables.
- 3.2 Payment Terms. Provided that Vendor delivers all Services pursuant to the SOW(s) and this Agreement, including any milestones set forth therein, and such Services are accepted by Company, then in full and complete consideration for the Services, Vendor will be paid the amounts as set forth in the applicable SOW(s). Except if otherwise agreed on the SOW, Company will pay Vendor in accordance with this Section, thirty (30) days from the date of receipt of an accurate invoice in a format acceptable to Company. All payments must be made in U.S. dollars unless otherwise stated on a SOW.
- 3.3 Taxes. Vendor is responsible for paying all sales, use, and value added taxes (excluding taxes based on Vendor net income, franchise, property, capital stock, payroll and employee withholding and use of non-resident or foreign personnel to provide Services) relating the Services provided and required by applicable law. Applicable tax amounts (if any) are not included in the Fees set forth in this Agreement and any SOW. In each instance, Vendor will invoice Company for applicable tax amounts unless Company has provided Vendor with evidence of its tax exempt status in the applicable jurisdiction. Vendor will provide necessary documents to Company in order for Company to claim any credit or refund of taxes, if applicable. If any taxing authority requires Company to withhold amounts from payment, Company will withhold the proper amount from the invoice amount and pay it to the appropriate taxing authority.
- 3.4 Reimbursable Expenses. Vendor will not be reimbursed for any expenses that are not expressly authorized in writing by Company in advance. Company will reimburse Vendor, at cost, for reasonable coach airfare and reasonable and necessary travel expenses incurred in providing on-site visits to Company, provided such expenses have been pre-approved in writing by Company. Company will not be responsible or liable for the payment or reimbursement for any equipment, hardware, software or related materials which Vendor utilizes in performing services under this Agreement, unless payment for such equipment, hardware, software or related materials has been specifically authorized in writing by Company prior to their purchase. In order to obtain reimbursement, each invoice for reimbursable expenses must be submitted within 30 days of incurring the expense and be supported by (a) an itemized description of expenses claimed, (b) pertinent information relative to the expenses, and (c) attached original receipts.
- 3.5 Invoice Requirements. All invoices must be submitted in arrears unless otherwise stated in a SOW. Invoices must contain a valid purchase order reference. Vendor acknowledges that failure to include such a reference will result in non-payment of invoice by Company. All invoices must clearly state the location where Services are provided and the corresponding charges per location. Invoices received more than one-hundred eighty (180) days after completion of Services will not be accepted and Company will have no liability for payment of such invoices.
- 3.6 Ariba registration. If applicable, Company may request to Vendor to submit an Ariba registration form upon receipt of an invitation to register. Vendor is responsible to provide accurate, complete and current information to Company. All changes to Vendor data, including, but not limited to: vendor name change, address change, contact information change, tax ID change and banking detail change, should be submitted through the Ariba platform in a timely manner. Company disclaims any responsibility for non-payment or late payment, if Vendor fails to maintain or update its own information



in the Ariba platform. Vendor agrees to complete due diligence questionnaires launched through the Ariba platform and to provide additional documentation as requested (this additional information may include, when applicable, SOC 2 reports, PEN tests Insurance certificates, US small and diverse certifications, etc.) and as required during the term of the Agreement.

- 3.7 Invoice Disputes. In the event Company questions any Vendor invoices, the Parties will attempt to resolve such questions at the operating level. If a resolution does not occur within thirty (30) days after Company objects to the invoice, either party has the right to escalate the matter as described in Section 24 below.
- 3.8 Rights of Setoff. Company has the right to set off against any payments hereunder all amounts due from Vendor to Company in connection with service level credits, liquidated damages, breach of warranty or otherwise, including any and all additional costs and expenses incurred by Company as a result of Company contracting with Vendor, including, without limitation, administrative expenses, costs to collect, attorneys' fees, costs of substitute and correctional services and the like.
- 3.9 No Price Increases. Except as may be expressly provided in an applicable SOW, Vendor may not institute any price, fee, rate or other price escalation with respect to the amounts specified in the SOW(s).

#### **4. TERM AND TERMINATION**

- 4.1 Term. This Agreement will have an initial term that runs for one (1) year from the Effective Date or until terminated by either Party in accordance with the terms herein. Upon expiration of the initial term this Agreement will renew for additional and consecutive one-year terms unless terminated in accordance with this Section. Services will commence and terminate in accordance with the dates indicated in the applicable SOW(s). Any SOW will not be automatically renewed unless clearly provided on the SOW.
- 4.2 Termination for Convenience. Company may in its sole discretion terminate this Agreement or any applicable SOW in whole or in part from time to time and for any reason upon not less than fourteen (14) calendar days written notice to Vendor, without further liability or obligation, except for payment to Vendor for undisputed services performed and accepted up to the date of termination. Termination of one SOW will not affect the validity of any other SOW or the Agreement.
- 4.3 Termination for Breach. Company may terminate this Agreement for material breach by Vendor, provided Company has provided Vendor with written notice of breach, and Vendor has failed to cure such breach within fifteen (15) days if the breach is capable of cure. Company may (while reserving all other remedies and rights under the Agreement and in law and equity) immediately terminate this Agreement or any applicable SOW, in whole or in part by providing Vendor written notice of material breach that is not capable of cure and Company shall not be obligated to pay Vendor for Services rendered or deliverables provided for any Services not rendered or deliverables not provided in accordance with this Agreement. Vendor may terminate this Agreement for material breach by Company, provided Vendor has provided Company with written notice of breach, and Company has failed to cure such breach within sixty (60) days, and in such event Company will remain responsible for payment to Vendor for undisputed and accepted services performed up to the date of termination.
- 4.4 Payment upon Termination. In the event termination occurs prior to a milestone being achieved, and such termination is not the result of Vendor's uncured breach, Vendor will be entitled to receive a prorated portion of the applicable Fees for such milestone for Services performed and delivered up to the date of termination. Any overpayment by Company will be promptly returned by Vendor.
- 4.5 Effect of Termination. Upon any termination of this Agreement or a SOW, Vendor agrees to provide to Company, at no additional charge, termination assistance as may be requested. Upon termination and/or at the conclusion of a Vendor's assignment with Company, (i) Vendor agrees to return all Company-owned property ("Company Property") including all deliverables (if any) to Company; and (ii) permanently erase all Company Confidential Information (including personal data) in Vendor's possession



including from Vendor's computer systems. Company has the right to audit Vendor systems or premises or request to Vendor a certificate of compliance with this Agreement and this Section.

- 4.6 Bankruptcy. If a party files a voluntary petition for bankruptcy, has an involuntary petition for bankruptcy filed against it which remains undismissed for at least sixty (60) days, appoints or suffers appointment of a receiver or trustee over its property, makes an assignment for the benefit of its creditors or enters into a composition with its creditors, it shall immediately notify the other Party ("Not Affected Party"); Absence of notification to the Not Affected Party will be considered a breach of this Agreement. The Not Affected Party will have the right to terminate this Agreement any or all SOW(s) effective immediately.

## 5. DELIVERY OF SERVICES

- 5.1 Acceptance. The Services and deliverables shall be subject to acceptance testing by Company for the purposes of demonstrating that the Services and deliverables conform to and satisfy the requirements or any other acceptance criteria set forth in the applicable SOW ("Acceptance Criteria"). Within thirty (30) days of delivery of any such deliverable to Company (the "Acceptance Period"), Company shall determine whether such Services or deliverable conforms with the Acceptance Criteria. By the end of the Acceptance Period, Company shall provide written notice to Vendor indicating (i) that the deliverable or Services conforms to the Acceptance Criteria and is acceptable, or (ii) that the deliverable or Services do not conform to the Acceptance Criteria and is not acceptable and provide a reasonably detailed description of any problems or non-conformities with such deliverable or Services. In the event that the Services or deliverables do not conform to and satisfy the Acceptance Criteria, the Vendor shall, at no cost to Company, immediately commence using its best efforts to correct any deficiencies which prevent the Services or deliverables from satisfying the Acceptance Criteria and will continue to work diligently to correct such deficiencies as soon as possible, and in any event within ten (10) days from the date of Company's written notice, unless agreed otherwise by the parties in the SOW. Any corrected deliverable or Services shall be subject to the same Acceptance Criteria and evaluated for acceptance within thirty (30) days of receipt by Company as if it were the original deliverable or Service, provided that, Vendor shall have no more than two (2) opportunities to correct the defects.

In the event that any Services or deliverable fails to conform to and satisfy the Acceptance Criteria within the foregoing time frame, Company shall have, while reserving all other rights, the following remedies:

- (a) Company may accept the Services or deliverable in spite of the deficiencies which prevent the Services or deliverable from conforming to and satisfying the Acceptance Criteria and in such case shall receive a Fee reduction in amount corresponding to the loss of value due to such deficiencies; or
- (b) If, in Company's sole discretion, the deficiencies prevent, impair or interfere with substantial or important functions of the Services or deliverable or use of the Services or deliverable for their intended purpose as a whole Company is entitled to immediately rescind the SOW and return all deliverables to Vendor in which case Vendor shall refund Company any Fees paid by Company under the SOW.

Use of the deliverables or payment of the Fees does not constitute acceptance.

- 5.2 Non-exclusivity. Vendor acknowledges that Company is retaining Vendor on a non-exclusive basis and that Company currently retains, and may continue to retain in the future, other vendors or employees which perform the same or similar services as Vendor. Furthermore, Vendor will fully and in good faith cooperate and work with such other vendors at all times in connection with Vendor's performance hereunder, including, without limitation, with respect to the transition to or from Vendor of any services which are currently being performed by Vendor or such other vendors or employees.



5.3 Key Personnel. The SOW shall designate specific Vendor or Vendor's subcontractor's employees (collectively, "Vendor Personnel") to provide certain Services including the employee to serve as the project manager who will be responsible for the overall management of Vendor's performance hereunder ("Key Personnel"). Vendor may not at any time remove or replace any Key Personnel manager without the prior written consent of Company or unless so directed by Company. If a member of Key Personnel is to be replaced for any reason, Vendor shall ensure that a replacement who is acceptable to Company, is appointed as soon as practicable, that there is a reasonable handover period under the circumstances, and that any adverse effects of the change of personnel on the performance of the Vendor's obligations under this Agreement or on Company's businesses are minimized.

5.4 Vendor Personnel. Vendor Personnel performing Services on Company premises shall observe the working hours and holiday schedules of the applicable Company's location(s). Company may request Vendor to remove any Vendor Personnel whose performance is deemed unacceptable by Company, and it will be the responsibility of Vendor, if so directed by Company, to remove and replace that individual in a timely fashion or within the time frame agreed to by the Parties at no additional cost to Company.

5.5 Changes in Scope.

5.5.1 Changes. In the event Company at any time desires to make any change in the scope of work, Services, equipment, service levels, provisions of this Agreement, quantity of personnel, sites or other aspect of this Agreement (a "Change"), Company will provide notice thereof to Vendor and it will be set forth and agreed upon in either an amendment, a change order or a new SOW ("Change Order"). In the event that Vendor notifies Company that Vendor is unable to make a Change, Company may, at its option, arrange to have itself or engage another vendor to perform the relevant services at its own cost and expense. Upon Company's request, Vendor shall provide all reasonably necessary assistance to Company or such other vendor designated by Company to facilitate the provision of such services.

5.5.2 Mandatory Changes. Notwithstanding anything herein to the contrary, if Company reasonably determines that the implementation of a Change is required by any laws applicable to Company (a "Mandatory Change"), upon receipt of written notice from Company explaining the reason for such Mandatory Change and requiring Vendor to commence with such Mandatory Change, Vendor shall commence with such Mandatory Change, unless Vendor promptly informs the Company, in writing, if such Mandatory Change cannot be implemented by the Vendor having taken reasonable efforts to undertake such Mandatory Change. In such case Company has the right to terminate the applicable SOW with immediate effect and arrange to have itself or engage another vendor to perform the relevant services at its own cost and expense. Vendor will promptly notify Company of a proposed fee in relation to such Mandatory Change (the "Proposed Fee") and any change in Fees shall be discussed between the Parties and agreed via a Change Order.

5.6 Vendor Safety. To the extent Vendor performs any Services on Company's premises or using Company's equipment or information technology systems, Vendor shall comply with all applicable policies of Company relating to business and office conduct, health and safety and use of facilities, supplies, information technology, equipment, networks and other resources. Vendor may be required to follow compulsory Company trainings. Vendor will perform the Services at such Company's locations as may be requested from time to time by Company.

5.7 Licenses and Permits. Vendor agrees to obtain all licenses, permits and other regulatory, governmental or similar approvals and consents required for it to perform the Services hereunder at its sole expense.

5.8 Time is of the Essence. Time is of the essence with respect to all performance dates, times and milestones included in this Agreement or in any SOW. Company may apply penalties for delays or late delivery as provided by the SOW. Vendor must inform Company immediately in writing of all circumstances, events, or findings that could





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jeopardize or prevent the proper and timely performance of the Services or security requirements, or that could result in an overrun of any cost cap agreed upon. At the same time, the Vendor must inform Company about the possible consequences of such circumstances, event or findings and, where possible, suggest suitable measures to mitigate them.

## 5.9 Security.

### 5.9.1 RESERVED

- 5.10 Data Protection. Vendor shall comply with all requirements of the data protection laws applicable to the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, dissemination, or otherwise making available ("Processing") of Personal Data, including but not limited, to the jurisdiction where the Services are carried out under this Agreement ("the Laws").

Unless otherwise defined in the Agreement, terms in this Section 5.10 shall have the meaning ascribed to them in the Laws. Where Vendor processes any Company Personal Data under this Agreement, Company shall determine the purposes and means of Processing the Personal Data and Vendor and any third party or Vendor Affiliate appointed by Vendor to Process Company Personal Data ("Subprocessor"):

- a) shall Process Company Personal Data on behalf of Company and under Company's direction and shall not be entitled to Company's Personal Data other than pursuant to and in accordance with the terms of this Agreement;
- b) shall implement appropriate technical and organisational measures to protect Company Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, and against unlawful forms of Processing, including all technical and organisational measures required by applicable Laws;
- c) shall ensure that its Processing of Company Personal Data is lawful;
- d) shall process Company Personal Data only in accordance with Company's written instructions, including without limitation in relation to any requirements as to how personal data is disposed of or destroyed;
- e) shall not disclose Company Personal Data to any Subprocessor or third party where it would be unlawful to do so or where Company's prior consent is required pursuant to this Agreement and shall execute contractual language with the Subprocessor or third party as required by law or under this Agreement;
- f) shall inform Company of all existing and intended exports of Company Personal Data to another country and obtain Company's prior written consent where required by law or under this Agreement. Any export of Company Personal Data must comply with the applicable Laws;
- g) shall immediately notify Company of any request for disclosure of Company Personal Data by a law enforcement authority, court order, or by another competent authority, unless prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
- h) shall immediately notify Company upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Company Personal Data ("Personal Data Breach") and shall provide Company with sufficient information to allow Company and its Affiliates to meet obligations under the Laws and shall cooperate to take any reasonable commercial steps as directed by Company to investigate, mitigate, or remediate the Personal Data Breach. Company may recover from Vendor any costs incurred where the remedial action is required by reason of Vendor's breach of this Agreement or any applicable Laws; and
- i) shall indemnify and keep indemnified Company and its Affiliates from and against



any damages, fines, penalties, and reasonable costs (including without limitation reasonable legal costs) awarded by a court of competent jurisdiction or governmental entity with such jurisdictional control, arising from the Vendor's breach of this Section 5.10 or any applicable Laws.

Where Vendor is Processing Company Personal Data subject to the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and/or the California Consumer Privacy Act ("CCPA"), Vendor and Company must execute a Data Privacy Addendum that will be incorporated by reference to this Agreement. Vendor and Company may be required to sign a Data Privacy Addendum in other jurisdictions as required by the applicable Laws or where determined necessary by Company.

5.11 Background Checks. *To the extent not prohibited by applicable law*, Vendor shall, at its own expense, conduct an appropriate background screening investigation, on all Vendor Personnel who (i) are or will be performing Services on Company's or its Affiliates' premises, (ii) have or will have access to Company's or its Affiliates' information technology systems, (iii) have or will have access to Company Confidential Information on Vendor's (including its Affiliates' and its or their subcontractors') or any third party's information technology systems, or (iv) are or will be issued Company identification credentials for access to Company's or its Affiliates' premises, (collectively, "Covered Services"). For Services performed on a time and materials basis *to the extent not prohibited by applicable law*, Company shall have the discretion to screen, select and replace Vendor Personnel as reasonably required by Company or as described in the relevant SOW. Company may reasonably require Vendor to remove Vendor Personnel and Vendor shall promptly assign a replacement. In addition, Vendor shall cause its and its Affiliates' subcontractors (and any sub-subcontractors or other companies whose personnel will perform any services hereunder) to conduct the same background screening investigations with respect to their personnel who will be providing Covered Services. The background screening investigations required above shall include, at least, and to the extent not prohibited by applicable law:

- (a) verifying the subject's
  - (i) national identification number;
  - (ii) professional licenses, if applicable;
  - (iii) employment history; and
  - (iv) education credentials;
- (b) confirming that the subject has no criminal convictions and is not identified on any global sanctions registry; and
- (c) verifying the subject is eligible for employment in the country in which the Services are performed.

In addition, if Services will be performed on Company premises in the United States, Vendor shall perform an illicit drug screening prior to the commencement of such Services unless otherwise prohibited by the applicable law. Upon request, Vendor shall provide written confirmation to Company of satisfactory completion of the required background screening prior to assigning the Vendor Personnel to provide Services.

## 6. PROPRIETARY RIGHTS

6.1 Company Materials. Any data, information, databases, specifications, drawings, sketches, out takes, audio material, data, reports, work product, or other technical or business information or materials, inventions, business strategy, project bidding, proposal procedures, document formats, creative approaches or any other internal policies or procedures and all derivative works thereof (hereinafter called "Materials") furnished or disclosed by Company and its Affiliates as applicable are the exclusive property of and will be deemed Confidential Information of Company and its Affiliates



respectively. All Materials are provided "AS IS" without warranty of any kind. Vendor will return all Materials, including any copies, to Company or destroy them at the direction of Company or its Affiliates at any time, but in any event at the termination of this Agreement or the applicable SOW. Vendor will obligate each of its employees, agents and subcontractors to comply with the obligations set out in this section and if applicable, keep such Materials confidential in accordance with the terms of this Agreement.

- 6.2 Ownership and Title to Property. Subject to Sections 6.4 and 6.5, all work and work product developed (including but not limited to any deliverable), delivered or generated under this Agreement, as well as any unfinished versions or aspects of such work and work products (no matter at what stage of completion) (collectively "Work Product") will be considered "work for hire" by Vendor for Company and its Affiliates to the extent allowed by law. As such, the Work Product will be the sole property of Company and its Affiliates as applicable in perpetuity, throughout the world in any and all media. In the event any Work Product is not deemed to be work for hire, Vendor hereby assigns to Company and its Affiliates in perpetuity and without reservation, condition or limitation, all rights, title, and interest in and to such Work Product developed, created or produced under this Agreement by Vendor (including, but not limited to, all working papers, deliverables, files, models, scripts, concepts, expression of ideas, stories, videos, records) and all rights, title and interest in copyright, trade secrets, trademarks, and other intellectual property derived from such Work Product are hereby assigned by Vendor to Company and its Affiliates in perpetuity (including all renewals or extensions); and Vendor neither retains nor reserves any right of any kind, nature, or description. Vendor represents that it has the right to convey this sole ownership to Company and its Affiliates, and that this sole ownership will give Company, its Affiliates, its assigns, licensees and sublicensees the full and continuing right (without any additional payments) to use the Work Product and all elements or portions thereof for any purpose in perpetuity, throughout the world in any and all media. All talent, copyright, trademark or other releases obtained by Vendor in performance of this Agreement will be specifically in favor of Company and its Affiliates or will be expressly assigned to Company and its Affiliates (and will be so assigned to Company and its Affiliates by Vendor as part of its performance hereunder).
- 6.3 Copyright. Subject to Sections 6.4 and 6.5, Company, in its sole discretion, will have the right to register in Company's or its Affiliates' name the copyright to any Work Product. Vendor will assist Company in obtaining copyright protection and any and all other intellectual property rights protection in the Services and Work Product by providing and executing any and all documentation necessary to vest copyright ownership of the Work Product in Company.
- 6.4 Vendor Property. Notwithstanding the foregoing in Sections 6.2 and 6.3, as between the Parties, Vendor must retain all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights in any and all tools, routines, programs, designs, technology, ideas, know-how, processes, formulas, techniques, improvements, inventions and works of authorship which are made, developed, conceived or reduced to practice by Vendor or its consultants prior to this Agreement and any tools, know-how or techniques which have general applicability apart from the Work Product and any derivative works thereof (collectively, the "Vendor Property"); provided, however, Vendor will have no rights in and to any Vendor Property to the extent such contains the Confidential Information (defined below) or Work Product of Company or as otherwise set forth in the applicable SOW.
- 6.5 License. To the extent that any such Vendor Property is integrated into or necessary for the operation of any deliverables or Work Product, Vendor agrees to clearly reference them in the SOW and in the deliverables and Vendor grants Company and its Affiliates at no extra charge an irrevocable, perpetual, non-exclusive, royalty-free license, to use, copy, modify, sublicense and make derivative works from such Vendor Property, for Company's and its Affiliates' business purposes in connection with the use of the deliverable or Work Product. With respect to any deliverable or Work Product consisting





of computer programming, Vendor shall deliver such deliverable or Work Product in source code form in addition to such other form as may be required by the SOW.

## 7. CONFIDENTIALITY

7.1 Definition of Confidential Information. During the negotiation and performance of this Agreement, information concerning each Party, its products, data, documentation, services, customers, vendors, technology or processes which is treated by that Party as proprietary or confidential (collectively "Confidential Information") will be disclosed by one Party or any of its Affiliates ("Disclosing Party") to the other Party or any of its Affiliates ("Receiving Party"). The Receiving Party will use not less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information. In no event, however, will less than a reasonable degree of care be used. Confidential Information received by Receiving Party may only be disclosed to its officers, directors, employees, agents, affiliates, individual consultants, individual subcontractors or professional advisors who are (a) directly participating in the performance of this Agreement or have a need to know in connection with this Agreement, (b) have previously been instructed as to the confidential nature of the information, and (c) have agreed to keep such information confidential on substantially equivalent terms to those set out herein (the "Representatives"). The obligations of this Section to protect Confidential Information will not apply to information that is:

- (a) rightfully known to the Receiving Party prior to receipt of such information from the Disclosing Party;
- (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party;
- (c) obtained from a third party from whom the Receiving Party received the Confidential Information without any restriction on its further disclosure;
- (d) publicly known through no breach of this Agreement;
- (e) disclosed by the Disclosing Party to a third party without restriction; or
- (f) obligated to be disclosed pursuant to applicable law, regulation or legal process, provided that the Receiving Party must give the Disclosing Party advance notice and will provide reasonable assistance at the Disclosing Party's expense in contesting such legal process if requested by the Disclosing Party.

7.2 Protection and Return of Confidential Information. The Receiving Party agrees to protect from unauthorized disclosure any Confidential Information made available by the Disclosing Party. All Confidential Information furnished hereunder remains the property of the Disclosing Party, unless otherwise agreed in writing by the Disclosing Party. At the request and direction of the Disclosing Party at any time, the Receiving Party will return or destroy all Confidential Information (copies included) provided to the Receiving Party by Disclosing Party. This Section will survive termination of this Agreement for a period of five (5) years. Each Party shall be responsible for the acts and omissions of its Representatives with respect to such Confidential Information.

7.3 Injunctive Relief. The Parties agree that any breach of these confidentiality obligations will cause immediate irreparable harm to the Disclosing Party and the Receiving Party agrees that the Disclosing Party may obtain immediate injunctive relief to restrain the other party from any breach or threatened breach of these provisions without the requirements of posting bond or proving the inadequacy of monetary damages.

## 8. RELATIONSHIP OF PARTIES

In the performance of all Services hereunder, Vendor, its employees, agents and contractors, will be deemed to be and are independent contractors and, as such, Vendor, its employees, agents and contractors, are not entitled to any benefits applicable to employees of



Company or to be considered at any time as employees of Company. Vendor warrants that it alone shall be responsible for its employees, agents, representatives and subcontractors, for remunerating the same and where applicable for paying all wages and any income tax and national insurance contributions on their behalf. Neither Party is authorized or empowered to act for the other for any purpose and may not on behalf of the other enter into any contract, warranty, and/or representation as to any matter. Neither will be bound by the acts or conduct of the other. Vendor shall complete all required forms and obtain all necessary permits, including, but not limited to, residence and/or work permits, authorizing each of the Vendor Personnel to render the Services in each applicable jurisdiction and shall provide the such permits and authorized forms to Company or its third-party designee upon request. Vendor shall be solely responsible for ensuring compliance with all laws and regulations relating thereto.

## **9. VENDOR WARRANTIES**

**9.1 Rights.** Vendor warrants and represents that all Work Product and any ideas, concepts, services, promotional plans or proposals presented to Company by Vendor will be wholly original and will not infringe upon or violate the patent, trademark, copyright, trade secret, moral rights, right of privacy, nor constitute libel or slander against, nor violate any common law rights or any other rights, including, without limitation, intellectual property rights of any person, firm, corporation, or other entity. Additionally, Vendor warrants that it possesses or will obtain all rights, permissions, consents and releases necessary to fulfill the terms of this Agreement and deliver the Services to Company free and clear of any liability or limitation on Company's ownership in the Work Product or exercise of any and all rights related to the Services and/or Work Product as permitted under this Agreement. Vendor further warrants and represents that Company's exercise of its rights in the Work Product will not infringe upon the rights of any person, firm, corporation, or other entity nor will it give rise to the payment of any sums to any third party by Company or Company's successors in interest. Vendor warrants that all Work Product, Services and deliverables are freely exportable, except to countries against which the United States has imposed comprehensive sanctions, or to any persons or entities named on any applicable prohibited parties list as the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Entity List.

**9.2 Quality.** Vendor warrants and represents that it will perform the Services in a professional manner consistent with the highest industry standards, using qualified personnel in accordance with the applicable SOW, including any schedule(s) contained therein, for a period of ninety (90) days after acceptance (unless otherwise agreed in a SOW).

**9.3 Authority to Perform.** Vendor warrants and represents that Vendor is validly organized and authorized to provide the Services in all locations subject to this Agreement and that it is under no obligation or disability, created by law, contract or otherwise, which would in any manner or to any extent prevent or restrict Vendor from entering into and freely performing this Agreement, and Vendor hereby accepts the obligations hereunder. Vendor agrees to immediately provide notice to Company should it discover any potential, actual or apparent conflict of interest related to or arising out of this Agreement. Failure to disclose and adequately avoid or mitigate any conflict of interest will entitle Company to immediately terminate the affected SOW.

**9.4 Employment and Immigration Warranty.** Vendor represents and warrants that it will maintain appropriate work authorization, visas and the like for its personnel and agents with regard to the country(ies) in which they are working. Vendor will comply, at its own expense, with the provisions of all applicable national, state, and municipal requirements and with all laws and regulations applicable to the work and to Vendor as an employer of labor or otherwise.

**9.5 Business Conduct.** Vendor represents and warrants that it will perform the Services to the highest level of business and professional ethics and agrees to comply with IHS Markit Vendor Code of Conduct as may be amended from time to time.

**9.6 Breach of Warranty.** In addition to other remedies described herein, for any breach of the representations or warranties contained in this Section, Company's remedies include, but



are not limited to, the prompt re-performance of the Services at no additional charge, or if Vendor is unable to perform the Services as warranted within a reasonable period of time (not to exceed 30 days), Company is entitled to withhold payment, credit, or refund of the fees paid or payable to Vendor for the unsatisfactory Services and actual damages.

## 10 LIMITATION OF LIABILITY

IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR VENDOR, BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST OF PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR; (i) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUD AND FRAUDULENT MISSTATEMENT, AND (iii) ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW, COMPANY'S AND ITS AFFILIATES' COLLECTIVE TOTAL CUMULATIVE LIABILITY IN CONNECTION THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES DUE TO VENDOR UNDER THE APPLICABLE SOW.

EXCEPT FOR; (i) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUD AND FRAUDULENT MISSTATEMENT, (iii) ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW, (IV) THE INDEMNIFICATION PROVIDED BY VENDOR TO COMPANY AND (V) CONFIDENTIALITY BREACH, VENDOR'S AND ITS AFFILIATES' COLLECTIVE TOTAL CUMULATIVE LIABILITY IN CONNECTION THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED TWO TIMES THE FEES DUE TO VENDOR UNDER THE APPLICABLE SOW.

## 11 ASSUMPTION OF RISK AND INDEMNITY

11.1 General Indemnity. Vendor recognizes the possible liabilities associated with the Vendor's performance of the Services and hereby agrees to defend, indemnify and hold harmless Company, its Affiliates, and their directors, officers and employees from and against any and all liabilities, losses, third party claims and actions, damages, costs, credits, audits, investigations, penalties or charges (including but not limited to damage to personal and real property, personal injury and death), including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect, suffered or incurred by Company and its Affiliates as a result of:

- (a) the negligent or improper performance of Vendor, its agents, employees, representatives, or subcontractors;
- (b) any failure by Vendor to comply fully with any applicable laws and regulations, whether or not the same are specifically referenced in this Agreement; and
- (c) breach of any of Vendor's representations and warranties hereunder.

11.2 Intellectual Property Indemnification. Vendor agrees to defend, indemnify and hold Company and its Affiliates harmless from and against any claim that a deliverable or Work Product infringes a copyright, patent or other intellectual property right, such indemnification to include all costs of defense and/or settlement including but not limited to reasonable attorneys' fees, expert witnesses and investigations. If a deliverable or Work Product is held or is believed by Vendor to infringe, Vendor is required, at its option and expense, to (a) modify the deliverable or Work Product; (b) obtain for Company and its Affiliates a license to continue using the deliverable or Work Product; or (c) refund the fees paid for the infringing deliverable or Work Product. Vendor is not required to indemnify Company to the extent a claim of infringement is caused by Company's misuse or modification of such material(s), or by Company's failure to use corrections or enhancements made available by Vendor at no charge provided Vendor notifies Company that such correction or enhancement is necessary to avoid an infringement claim.

11.3 Vendor Personnel Claims. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Company, its Affiliates, and their directors, officers and employees from and against any and all liabilities, losses, third party claims and actions, damages, costs, credits, audits, investigations, penalties or charges (including but not



limited to damage to personal and real property, personal injury and death), including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect, suffered or incurred as a result of arising from a claim, complaint or other legal recourse brought by or on behalf of Vendor Personnel or from a third party based on a theory of joint employer liability or disguised employment.

11.4 Procedures. Company agrees: (a) to notify Vendor in writing within a reasonable period of time from notice of any indemnified claim; (b) that Vendor has sole control of the defense and all related settlement negotiations; and (c) to provide Vendor with the assistance, information and authority necessary to perform Vendor's obligations under this Section. Vendor will reimburse Company for reasonable expenses incurred by Company in providing such assistance, including employee time.

## **12 EXPORT CONTROL LAWS AND REGULATIONS**

Vendor shall not take any action that would cause Company to be in violation of any applicable export controls and economic sanctions. Vendor shall not sell, export, re-export, transmit, divert, or otherwise transfer any Company products or technology directly or indirectly to an end destination, end user or end use prohibited by U.S. export controls and economic sanctions laws. Vendor, for itself and any of its employees and agents who may be given access by Vendor to technical information of Company or who may be provided access to Company premises in carrying out the Services, acknowledges its obligations to control access to such technical information and to ensure that such access does not result in an export or re-export in violation of any relevant export control laws or regulations. Vendor warrants that the Work Product, Services and deliverables are freely exportable, except to countries to which the United States has embargoed goods, or to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders, or similar under the applicable law.

## **13 NON-COMPETE AND NONSOLICITATION**

13.4 Vendor Non-Compete. RESERVED

13.5 Employee Non-Compete. RESERVED

13.6 Nonsolicitation. RESERVED

## **14 PUBLICITY**

Without the prior written consent of Company, Vendor will not in any manner advertise, publish, or disclose the fact that Company has entered into this Agreement with Vendor and shall not identify Company or its Affiliates as a customer, list them as a reference, or give details to third parties about the products or services it provides or provided to Company. Further, Vendor is not authorized to make this Agreement known to any third party, through advertisement or otherwise, without the prior written consent of Company, which consent can be withheld at the sole discretion of Company. Company may withdraw any previously-given consent at any time for any reason in its sole discretion.

## **15 SURVIVAL**

The terms and conditions of this Agreement, including without limitation, Sections 4.5, 6, 7, 9, 10, 11, 13, 14, 16, 21 and 23 will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

## **16 AUDIT RIGHTS**

16.4 Right to Audit.

16.1.1 Vendor agrees, on behalf of itself and each of its affiliates, subsidiaries and subcontractors, that, during the term of this Agreement and until three (3) years after termination or expiration, Company may request documentation from Vendor, and/or based upon (i) Company's reasonable suspicion of Vendor's breach or violation of any provision of the Agreement, or violation of any applicable law, or (ii) a request or



demand from an Company client ("Client") or regulator with jurisdiction over a Client, upon reasonable notice to Vendor, enter Vendor's premises to perform reasonable audit and inspection procedures to confirm that Vendor is in compliance with the terms and conditions of the Agreement and all addendums thereto. Additionally, Vendor agrees to reasonably cooperate with Company, and to cause each of its affiliates and subsidiaries to reasonably cooperate with Company, in the event Company is subject to inspection, audit or review by Clients (or a Client's regulator if applicable) or if required to produce documentation to show Company's compliance with its obligations pursuant to customer contracts relating to Services under the Agreement. Cooperation by Vendor shall include, but is not limited to, providing Company (or its Client or customer's regulators) with access to such Vendor systems on which any Company information (or that of its Clients) is stored or processed, and providing Company with information reasonably requested by Company to show that Vendor is in compliance with its obligations under the Agreement and any addendum hereto, including but not limited to the Information Security Addendum. Company will take reasonable steps to prevent any such audit from materially impacting Vendor's or any approved subcontractor's operations, and to perform any such audit during Vendor's normal business hours. Company will bear its costs and expense associated with any such audit, unless such audit discloses a material breach by Vendor of its obligations under the Agreement (including any addenda, schedules or exhibits hereto) or any amendment thereto, in which case Vendor will bear Company's costs and expense associated with such audit.

16.1.2 Vendor shall provide Company with details regarding Fee calculations solely to the extent necessary and for the sole purpose of verifying Vendor's computation of invoiced amounts for such calendar year, and if not already audited, the immediately preceding calendar year (a "Fee Audit"). Company may only exercise its right to a Fee Audit one time per calendar year. To the extent requested by Company, a senior finance officer of Vendor shall certify to the accuracy of the details provided to Company in connection with a Fee Audit. If any Fee Audit reveals that an error was made in calculating amounts charged to Company for the calendar year(s) to which the Fee Audit relates, then Company shall be refunded any amounts it was overcharged within thirty (30) days of such determination.

16.5 Maintenance of Data. Vendor will, both during the term of this Agreement and for five (5) years from the termination of this Agreement, retain all data, whether with respect to invoices, work volumes or otherwise, which may be needed for any audit by Company.

16.6 Controls Compliance. If applicable, Vendor represents and warrants that it is, and will, at all time during the term of this Agreement, be compliant with (a) IT security best practices consistent with ISO/IEC 27001:2013, and (b) SOC 2 report and provide the Company relevant SOC report upon request. If at any time Vendor is not so compliant, Vendor will reimburse Company for the cost of the testing and related work performed by Company's independent certified public accountants to validate Vendor's control structure and environment.

16.7 If applicable, Vendor represents and warrants that it is, and will, at all time during the term of this Agreement, be compliant with Service Organization Control reports as defined by the AICPA's Statements on Standards for Attestation Engagements and provide the Company relevant SOC 2 report upon request. If at any time Vendor is not so compliant, Vendor will reimburse Company for the cost of the testing and related work performed by Company's independent certified public accountants to validate Vendor's control structure and environment.

16.8 Remediation. If applicable, to the extent any audit of Company leads to a need for any remediation in the service area, Vendor will undertake at its expense any remediation required with respect to its own operations and will assist, as requested by Company and at no cost to Company, in any remediation required by Company.

## 17 ANTI BRIBERY





17.1 Vendor Obligations. Vendor and Vendor's employees, agents, representatives and subcontractors shall:

- (a) comply with all current and future applicable local and international laws, regulations, codes, treaties, and conventions, relating to anti-bribery and anti-corruption including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act;
- (b) never make facilitation payments, whether directly or indirectly when conducting business with or on behalf of Company;
- (c) shall not, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of, money, benefit or anything else of value to any foreign official or private individual, while knowing or having reason to know that all or a portion of such money, benefit or thing of value will be used:
  - i. to seek, obtain, or retain business for Company, or
  - ii. to induce or seek to induce consideration or action by any individual, or any employee or officer of a customer or prospective customer, public or private, on any basis other than the merits of Company products or services; and
- (d) Ensure all subcontractors, referral parties, and affiliates used in connection with this Agreement adhere to these standards and have not engaged in, and are not likely to engage in, improper or illegal conduct.
- (e) As used in this section, the term "foreign official" means any elected or appointed public official in any branch of government (executive, legislative, judicial); any employee of any government agency; any employee of any company or organization owned or controlled, in whole or in part, by a government agency; any candidate for political office; ambassadors and representatives of foreign governments; honorary officials, such as royal family members; union officials; judges, legislators, and their staff members; and representatives and employees of political parties and public international organizations, such as the International Red Cross, United Nations, World Bank, NATO, and FIFA. Government official also includes immediate family members of any of the individuals who fit this definition of "foreign official."

17.2 Breach of Section. Breach of this Section 17 shall entitle Company to terminate this Agreement with immediate effect and any associated SOW(s).

17.3 Indemnification. Vendor will fully indemnify and hold Company harmless from and against any and all losses, damages, claims, costs and expenses (including legal expenses) suffered or incurred by or awarded against Company as a result of or in connection with: (a) any breach by Vendor of this Section 17; and/or (b) any proceedings under Section 7 of the Bribery Act 2010 being brought against Company or any Company Affiliate as a result of the conduct of Vendor or any of its officers, employees, agents or sub-contractors, where such proceedings do not result in a conviction against Company.

17.4 Definitions. For the purpose of this Section 17, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under Section 9 of that Act).

17.5 Notification. Vendor shall promptly notify Company if Vendor becomes aware or suspects that a payment has been made or anything of value has been provided that is suspect under anti-bribery laws.

## 18 MODERN SLAVERY



**18.1 Obligation.** In performing its obligations to Company under the Agreement, the Vendor shall and shall ensure that each of its subcontractors shall comply with all applicable anti-slavery and human trafficking applicable laws, statutes, regulations and codes from time to time in force including but not limited to fundamental principles recognized by the International Labour Organization and the UK Modern Slavery Act 2015 (the "Legislation").

**18.2 Representation and Warranty.** Vendor represents and warrants that as of the Effective Date that neither Vendor nor any of its officers, employees or other persons associated with it: (i) has been convicted of any offence involving slavery and human trafficking; and (ii) to the best of its knowledge, has not been nor is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

**18.3 Indemnification.** Vendor shall indemnify Company against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Company as a result of any breach by the Vendor of the Legislation.

**18.4 Termination.** Company may terminate the Agreement with immediate effect by giving written notice to Vendor if Vendor commits a breach of the Legislation.

## **19 NON-DISCRIMINATION**

Vendor represents and warrants that it will not discriminate in hiring and employment practices on grounds of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation or disability.

## **20 SECURITY AUDIT**

Vendor will permit the Company to carry out a security audit of the Vendor, its Affiliates and/or its subcontractors, on an annual basis. If a security audit identifies any such non-compliance, Company may conduct one additional audit after 60 days of the initial audit to confirm such non-compliance has been remediated.

## **21 LANGUAGE AND GOVERNING LAW**

**21.1 Language.** The governing language of this Agreement is English although translations may be used for the convenience of the Parties. All measurements and calendars shall be those conventions used in England and Wales unless otherwise provided in a SOW.

**21.2 Governing Law and Jurisdiction.** This Agreement is governed by the laws of State of New York (without regard to that any applicable conflicts of laws provisions) with regard to its validity, construction, interpretation, performance and enforcement, and each Party hereby submits to the exclusive jurisdiction of the State of New York courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

## **22 INSURANCE**

**22.1 Minimum Limits.** During the Term, Vendor must maintain minimum limits of insurance coverage (in US\$ as stated below, or the local currency equivalent), as follows:

- (a) Commercial General or Public Liability covering liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and blanket contract liability: US \$1,000,000 per occurrence; US \$2,000,000 aggregate;
- (b) Business Automobile or Motor Liability covering all owned, hired and non-owned vehicles US \$1,000,000 per occurrence, including all applicable statutory coverage;



- (c) If Vendor has employees, Workers Compensation statutory limits for all locations of operation, or equivalent, where applicable;
- (d) If Vendor will drive to any Company location or if Vendor will be driving to perform any part of Services, Employers' Liability US \$1,000,000 each employee for bodily injury by accident and US \$1,000,000 each employee for bodily injury by disease;
- (e) Excess Umbrella Liability US \$2,000,000limits;
- (f) If Vendor will have access to any Company computers, systems, platforms or network, Cyber Liability insurance US \$2,000,000limits;
- (g) Professional/Errors and Omissions Liability US \$1,000,000per occurrence; and
- (h) Blanket Crime coverage including employee dishonesty for acts against or involving Company property US \$1,000,000 per occurrence.

22.2 All policies of insurance procured by Vendor must be written as primary policies, not contributing, with or in excess of coverage that Company may carry. If Vendor's liability policies do not contain the standard separation of insured provision, or a substantially similar clause, they must be endorsed to provide cross-liability coverage. Vendor must waive its insurer's right of subrogation under its policies. Company and its affiliates must be named as an additional insured under Vendor's insurance policies (except Worker's Compensation, Employer's Liability, Professional/Errors & Omissions and Blanket Crime) and Vendor agrees to furnish to Company a certificate of insurance showing compliance with the limits, insurance requirements and waiver of subrogation set forth above within ten (10) days of the Effective Date. Such certificate must be underwritten by an insurance company that has, as a minimum, an A.M. Best Company rating of A- or above. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. By requiring insurance herein, Company does not represent that coverage or limits will necessarily be adequate to protect Vendor. The purchase of appropriate insurance coverage by Vendor or the furnishing of a certificate of insurance does not release Vendor from its respective obligations or liabilities under this Agreement.

## 23 NOTICES

All notices given hereunder must be in writing and delivered in person or sent by either certified mail, return receipt requested or by a recognized international overnight delivery service with confirmed delivery, addressed to the Parties at their addresses set forth in the preamble hereof to the attention of their respective Project Managers with a copy sent to the attention of the Party's Legal Department, provided that a party may change its address for notice by providing notice thereof. All notices given in accordance with this paragraph will be deemed given when delivered in person, or upon the date of the first attempted delivery on a business day.

## 24 DISPUTES.

The Parties agree to handle any disputes between the Parties in connection with this Agreement as follows:

- 24.4 Operating Level Resolution. The Parties will have a period of ten (10) days to attempt to resolve the dispute at the operating level.
- 24.5 Escalation to Vice Presidents. If the dispute is not resolved pursuant to Section 24.4 hereof, either Party may escalate the dispute by providing written notice and explanation to a Vice President of each Party, who will have a ten (10) day period to attempt to resolve the dispute.
- 24.6 Escalation to Senior Executives. If the dispute is not resolved pursuant to Section 24.4 hereof, either Party may escalate the dispute by providing written notice and explanation to a senior executive of Vendor and a senior executive of Company who will have a ten (10) day period to attempt to resolve the dispute.
- 24.7 Other Remedies. If the dispute is not resolved pursuant to Section 24.6 hereof, each party will be free to proceed to exercise such contractual, legal and equitable rights and remedies it may possess with respect to such dispute.



## **25 ASSIGNMENT AND BINDING EFFECT**

This Agreement will not be assigned or transferred by Vendor without the prior written consent of Company. Company may assign any right or interest arising out of this Agreement, in whole or in part, without Vendor consent. For the avoidance of doubt, consent is not required for Company's assignment of the Agreement or any portion of the Agreement, nor for any grant of a security interest in, or payment obligations of Company under this Agreement nor for assignment by operation of law as a result of a merger, acquisition consolidation, sale or disposition of an entity, division or business unit of Company. This Agreement will be binding on, and inure to the benefit of, each Party's permitted successors, assigns and transferees.

## **26 SEVERABILITY**

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void by an arbitrator or court of law with jurisdiction, the parties agree to negotiate in good faith to agree upon a substitute provision that is enforceable and is reasonably consistent with the intentions underlying the original provision. If a substitution is impossible and the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder will be enforced to the extent permitted by applicable laws.

## **27 WAIVER**

No waiver of any of the provisions of this Agreement may constitute a waiver of any other provision, whether or not similar, nor may any waiver constitute a continuing waiver. No waiver may be binding unless executed in writing by the Party making the waiver.

## **28 SUBCONTRACTORS**

All Services must be provided by Vendor employees except as provided below. Vendor may not subcontract, delegate or assign any portion of the services to be performed by Vendor hereunder without the prior written consent of Company. Once Company has so approved any such action, Vendor may not terminate or replace the approved contractor without the prior written consent of Company. Company may withhold or condition its consent to subcontract in its sole discretion. Vendor shall be responsible for any and all acts and omissions of its subcontractors and agents as if such acts or omissions were its own.

## **29 THIRD PARTY RIGHTS**

Except for Company Affiliates, this Agreement is not intended to be for the benefit of, and shall not be enforceable by, any person who is not named at the date of this Agreement as a party to it or any person who claims rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself a trustee of the rights under it for the benefit of any third party.

## **30 FORCE MAJEURE**

If the performance of any obligation under this Agreement is prevented or interfered with by any acts of God, acts of terrorism, acts of nature or of a public enemy, acts of a federal government or any state or political subdivision thereof, internet brownouts, pandemic or medical crises, fires, floods, explosions, wars, or other catastrophes; industry-wide strikes; freight embargos; or delays of a supplier or subcontractor due to such causes and which is beyond the reasonable control of and not occasioned by the fault or negligence of, and could not reasonably be circumvented by the use of alternate sources, workaround plans or other means by the affected Party, both Parties will be excused from performance to the extent of such prevention or interference, so long as the affected Party notifies the non-affected Party promptly of the delay, and continues to use best efforts to recommence performance, up to a maximum of 30 days, after which either Party may terminate the Agreement in whole or in part without further charge or liability. This section shall not excuse Vendor from implementing any disaster recovery plan or business continuity plan that has been agreed between the Parties.



### 31 FACSIMILE AND ELECTRONIC SIGNATURES

Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

### 32 ATTACHMENTS AND ENTIRE AGREEMENT

32.4 Attachments. Vendor may be required to comply with the terms contained in the following attachments which will be attached hereto and incorporated herein if applicable: The Data Protection Addendum and The Data Security Addendum.

32.5 Order of Precedence. Should any terms of this Agreement, a SOW, other agreements with Vendor or the attachments conflict with each other, the order of precedence shall be:

- 1) Any non-pre-printed terms in a Purchase Order or Order Form agreed to by both Parties;
- 2) Any Change Order to a SOW executed by the Parties.
- 3) Any SOW executed by both Parties;
- 4) This Master Service Agreement and any attachments hereto; and
- 5) Purchase Order terms and conditions.

32.6 Entire Agreement. This Agreement, including any Purchase Orders, Statements of Work and Attachments, contains the entire agreement of the Parties with regard to the subject matter hereof and all previous agreements, proposals, warranties, and representations, if any, related to the subject matter hereof are null and void. Any other terms and conditions of Vendor are rejected, including those on proposals, quotations, acknowledgements, invoices, timecards or other documents issued during the performance of the Services. This Agreement cannot be modified or changed except by written agreement between Company and Vendor and will bind and inure for the benefit of the Parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly-authorized representatives in duplicate to be effective on the Effective Date.

#### Market Data Management Solutions

DocuSigned by:

By: Scott Villa

Name: **Scott Villa**

Title: **President**

Date: Nov-04-2021 | 05:56 PDT

#### Markit On Demand, Inc

DocuSigned by:

By: Meredith Chavel

Name: **Meredith Chavel**

Title: **CIO, Markit Digital**

Date: Nov-03-2021 | 10:53 PDT