

SUPPLIER:	Markit On Demand, Inc.
PROJECT NAME:	Fidelity Themes and Baskets – Managed Services
PROJECT START DATE:	June 14, 2023
PROJECT END DATE:	June 13, 2024

# STATEMENT OF WORK (SOW)

The Master Web Services Agreement (Fidelity Agreement Number 30407204) ("Agreement"), dated January 1, 2003 between Fidelity Brokerage Services LLC ("Fidelity") and Markit On Demand, Inc. (formerly known as Wall Street on Demand, Inc.) ("Supplier"), including its applicable Exhibits, will govern this SOW. Capitalized terms not otherwise defined in this SOW will have the meaning ascribed to those terms in the Master Web Services Agreement or its applicable Schedule.

Fidelity Business Unit:	Personal Investing		
Location for Work Performed:	Supplier Site ☐ Fidelity Site ☐ Other		
Location Address:	Markit Digital: 5775 Flatiron Parkway, Boulder, CO 80301		
, T	<b>Fidelity Investments:</b> 245 Summer Street, Boston, MA 02110		
Will Supplier use offshore resources?	☐ YES   ☑ NO		
Will Supplier have access of visibility to any of the following information (as determined by Fidelity)?	□ Confidential □ Highly Confidential □ Personal Information □ None		
Will Supplier use Fidelity Property?	⊠ YES □ NO		
Will Personne be badged?	☐ YES ⊠ NO		
Will Supplier use Subcontractors?	☐ YES ⊠ NO		
Will the Work Product or Services be	⊠ YES □ NO		
subject to an Evaluation Period (Acceptance)?			

Fidelity Contact: Name: Charlene Sullivan or Shweta Gupta

Email Address: Charlene.sullivan@fmr.com OR Shweta.Gupta@fmr.com



Supplier Contact: Name: Tiffany Ching

Email Address: tiffany.ching@spglobal.com

#### **OBJECTIVE OF PROJECT:**

Supplier will continue to manage and host the output of the solution built within the Statement of Work between Fidelity and Supplier with an Effective Date of June 14, 2021 and with a Project Name titled, "Fidelity Themes and Baskets – Professional Services" ("Customized Solution").

#### 1. Managed Services includes the following:

- 24/7/365 production support through Tier 1 Support Center, including Tier II support and Client Incident Managers
- Ongoing data feed support and management for proprietary and third-party data sources
- License to Markit Digital's SaaS platform
- Hardware and software version program
- Usage tracking and reporting, for both web pages/modules and APIs
- SLA compliance
- Testing and Acceptance environments (in addition to Production)
- Manage Site Certifications (DEV, UAT & PROD) including Ping Federate
- Comprehensive Security & Data Protection Program, including the annual SOC 2 audit

#### **PROJECT PAYMENTS:**

Monthly Managed Services Fee	\$7,500 per month USD

Supplier may continue to invoice Fidelity for the Services under this SOW. Additional payment terms are specified in the Agreement. Travel and related expenses will be reimbursed at actual cost in accordance with the Fidelity Travel Policy. Supplier will invoice Fidelity per the terms of the Agreement

#### TERM, RENEWAL AND TERMINATION RIGHTS:

This SOW shall commence on the Effective Date and remain in effect for one (1) year ("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.

Fidelity can terminate this contract at any time, in writing by providing at least thirty (30) days' notice of termination to Markit. Fidelity shall pay for all services provided up to termination.



**INVOICES:** SUPPLIER will invoice Fidelity on a monthly basis. For this Order Form, SUPPLIER will email invoices to EMDInvoiceIntake@fmr.com and FidelityInvestmentsInvoices@fmr.com (a single black and white image saved as a PDF document is preferred; however, TIF file format is also acceptable). The Ariba PO# specific to these services will be noted on the invoice.

#### **SUPPLIER RESPONSIBILITIES:**

Supplier will work with Fidelity to identify, define and mutually agree on service level expectations for the Customized Solution. All data and services included in the Customized Solution SOW are subject to the terms of the SLA between Supplier and Fidelity, effective as of August 1, 2015.

The parties agree that, to the extent services identified in the Customized Solution SOW are not addressed in the current SLA, then the SLA may be revised based on mutually agreed terms to align with any such modifications.

The revised SLA will establish the mutually agreed service levels and obligations required for Supplier's operation, delivery and ongoing support of the Customized Solution

Each party to this SOW has caused its authorized representative to sign this SOW.

Fidelity Brokerage வெரும்கு LLC		MARKIT ON DEMANDAME.	
By:	Brian Marianelli	Ву:	Rence Spampinato
Name:	Brian Marianei)i	Name:	Renee Spampinato
Title:	VP, Squad Lead - Procurement	Title:	Head of Fincentric
Date:	12/18/2023   12:41:44 PM EST	Date:	12/18/2023   8:15:16 AM EST

# DocuSign<sup>®</sup>

#### **Certificate Of Completion**

Envelope Id: 4371A2371C414E90B1FF0ADFBC8E746E Status: Completed

Subject: CW2736767 - V.4 DRAFT MARKIT - SOW- Fidelity Themes and Baskets Renewal 2024 (Auto Renew).docx

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Signer Events Signature Timestamp

Renee Spampinato

In Danson Cinner French

renee.spampinato@spglobal.com

Head of Fincentric

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 97.118.116.27

**Electronic Record and Signature Disclosure:** 

Accepted: 12/18/2023 8:15:08 AM ID: 31ef2de7-ef4e-4af6-af3c-907933fbf788

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		
Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	12/18/2023 4:21:44 AM 12/18/2023 8:15:08 AM 12/18/2023 8:15:16 AM 12/18/2023 8:15:16 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

#### 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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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.

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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:	•Allow per session cookies		
	•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection		

<sup>\*\*</sup> 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.