

**SCHEDULE #120:  
SUPPORT OF FACTSET DATA FEEDS**

This Schedule 120 to the Application Development and Hosting Agreement (the "Master Agreement") dated January 1, 2007 by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Client") and Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("Markit"), is made and entered into between Bank of America, N.A. ("BANA") and Markit North America, a company incorporated in Delaware, United States of America whose principal office is at 620 8th Avenue, 35th Floor, New York, NY 10018, as of April 1, 2019 (the "Effective Date").

This Schedule #120 shall be a Schedule to the Master Agreement and, in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule 120 and the Master Agreement, the terms and conditions of this Schedule 120 shall prevail. For purposes of this Schedule 120, the Master Agreement and this Schedule 120 shall be referred to herein as the Agreement.

**1 Project Description**

Markit will ingest and maintain various FactSet market data feeds in support of Client's market data desktop and online platforms. This Schedule covers hardware and personnel required to maintain those FactSet market data feeds, as follows:

**1.1 Hardware**

Hardware required for this project is expected to include:

- Support for four (4) environments: Development, Quality Assurance, Plano Technology Center (PTC) Production, and Cincinnati Technology Center (CTC) Production:
  - o 12 physical hosts (24 core X 128 GB)
  - o 20 virtual machines (8 core X 16 GB)
  - o SQL Storage
  - o Data storage engines

**1.2 Personnel**

Markit personnel effort to maintain the FactSet data feeds is expected to include, but may not be limited to:

- Automated data quality monitoring
- Alarming for streaming feeds
- Supporting for exchange notification/mandatory exchange changes for feed handlers
- FactSet end of day (EOD) and corporate action data support
- Reference data (symbology) support
- Infrastructure support (lines, hardware, patching, etc.)
- Exchange compliance support
- Usage reporting support

**2 Term**

This SOW shall commence on the Effective Date and remain in effect for three (3) years, through March 31, 2022 ("Initial Term"). The term shall renew for successive renewal terms (each, a "Renewal Term") of one (1) year each, unless either party notifies the other in writing no later than ninety (90) days prior to the expiration of the then-current Term of either (a) its decision to renegotiate the Schedule at the end of the then-current Term or (b) its decision not to renew the Schedule.

**3 Content**

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

**4 Service Fee**

The Service Fee for the work enumerated in this SOW is \$60,000 per month, commencing as of the Effective Date of this Schedule #120. Unless otherwise specified, all services shall be billed by Markit to Client monthly in arrears. The service fees shall be paid in United States dollars (unless the parties agree otherwise), and are payable thirty (30) days after the date of the relevant invoice. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, will be applied to all amounts not paid when due. Client shall, within fifteen (15) days of receipt of any invoice, provide written notice to Markit of any dispute setting forth in reasonable detail the reason for such dispute.

**4.1 CPI Increase.** Markit may increase fees under this Schedule 120 on the Effective Date of each year of the Initial Term and any Renewal Term(s) ("Anniversary Date") by the greater of the percentage increase in the U.S. National Consumer Price Index in the most recent calendar year or five (5) percent, upon 30 days' notice to Client.

**4.2 Third Party Hosting Provider Fee Increase.** The Service Fee includes licensing of third party hardware in order to provide Client's solution. In the event the fees of such third party increase, Markit may increase the Service Fee accordingly to reflect the increase in licensing hardware.

**4.3 Additional Clients.** If at any time during the Initial Term or any Renewal Term, other Markit client(s) become customers of FactSet market data feeds used by Client, Markit shall offer a discounted rate for support; such discounted rate shall become effective upon the launch of the FactSet market data in other customer's solutions as supported by Markit. Both parties shall sign an amendment or change order to this Schedule #120 to reflect the new fees.

**5 Assignment**

Neither party may transfer any of its rights or obligations under this Schedule #120 without the prior written consent of the other party. This clause shall not be construed as limiting Markit's right to use subcontractors to carry out any of its obligations under this Agreement. Markit shall remain liable for any such services provided

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by a subcontractor. Any assignment not in conformity with this clause is void.

Schedule, this Schedule shall also terminate on such date and Licensee's obligation to pay monthly fees shall cease on the effective date of termination of schedule A-3. In such event, BANA shall make best efforts to provide Markit with as much notice of such termination as possible.

## 6 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, Client will be notified in advance of any expected outages.

## 8 Invoices

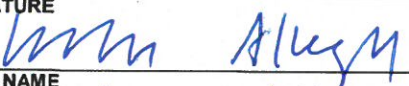

All invoices shall be submitted via Client's Ariba system.

Invoicing contact is:

Thomas J. Fahey  
[Thomas\\_fahey@ml.com](mailto:Thomas_fahey@ml.com)  
609-274-4921

## 7 Additional Terms and Conditions

7.1 Should schedule A-3 between FactSet and BANA be terminated for any reason prior to the expiration of this

ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED BANK OF AMERICA, N.A.
SIGNATURE 	SIGNATURE 
PRINT NAME Catherine Allegretti	PRINT NAME William D. Ballard
TITLE SVP	TITLE Vice President
DATE OF SIGNATURE April 2, 2019	DATE OF SIGNATURE March 29, 2019