

## STATEMENT OF WORK #1

### API Developer Portal / Seat License

This Statement of Work ("SOW") is entered into between Markit On Demand, Inc. ("S&P") and Fidelity Brokerage Services LLC, ("Customer") pursuant to, and incorporating by reference all terms and conditions of the Markit Digital API Dev Portal Only Master Agreement between Markit On Demand, Inc. and Customer dated December 4, 2023 (the "Agreement"). References to "MOD" / "Markit" / "IHS Markit" / "S&P" and "Subscriber" / "Client" / "Customer" or "Fidelity" (as the case may be in the Agreement) shall be read, for the purpose of this SOW, to mean "S&P" and "Customer" as defined herein.

This SOW constitutes a separate agreement between S&P and Customer for the services described herein. The parties agree that this SOW and the services provided hereunder are subject to the terms and conditions of the Agreement, incorporated into this SOW by reference. In case of inconsistency between the terms of the Agreement and the terms of this SOW, the terms of this SOW shall prevail. All capitalized terms used but not defined in this SOW shall have the meanings given to such terms in the Agreement.

This SOW commences on December 18, 2023 ("Effective Date").

## 1 Project Description

### 1.1 Customized Solution

S&P will provide an API seat license to Customer (including enterprise technology personnel who support Brokerage Services) (the "Developer Portal Seat License").

The Developer Portal Seat License is a SaaS-based portal allowing Customer access to a large library of APIs. Under this seat license, Customer will gain access to S&P's library of Platform APIs, which are reusable APIs across data (vendor specific APIs that require entitlements to access) and service (additional value add services to connect to S&P's backend capabilities) APIs. As new reusable APIs are created by S&P, Customer will have access to them in the Developer Portal Seat License to utilize. Included in this seat license will be general maintenance and technology modernization efforts to ensure the APIs are up to current standard practices.

The Developer Portal Seat License allows access to entitled APIs residing on the Portal, which include both Fidelity-specific ("Custom") and client-agnostic APIs ("Platform") for use in all three environments (Development, QA and Production).

For the avoidance of doubt, nothing in this SOW shall amend any previously executed agreement or SOW, unless specifically stated herein. This includes, but is not limited to, any SOWs for Custom APIs that reference the Master Web Services Agreement between the parties, dated January 1, 2003.

The Developer Portal Seat License includes documentation of APIs. S&P will provide standard Managed Services package to support the production support layer of APIs.

S&P will also support additional future groups within Fidelity to use the Developer Portal Seat License with access and reporting into subcategories (the "Additional Fidelity Group Usage").

## 1.2 Assumptions

- S&P will provide access to all available and Customer entitled APIs on the Markit Digital Developer Portal (the "Portal") assuming Customer has appropriate data licenses in place. Customer will be responsible for ensuring appropriate entitlement permissions and use for the data are in place.
- Access and review of API documentation for each API will be provided.
- Future API Versioning will be handled by S&P's standard versioning procedure, which includes version numbers (such as v1 or v2) and releases will be numbered with the following format: <major>.<minor>.<patch>.
- S&P will not support more than two major versions of an API at one time and will provide formal notification following a Production release to migrate users off previous major versions before any planned retirement of a previous version.
  - Major version bumps are defined as an architecture from the ground up resulting in an API structure not compatible with its current.
  - Minor version bumps are defined as functionality added in a backwards compatible manner (e.g. new endpoints, methods, inputs and/or outputs).
  - Patch version bumps are defined as backwards compatible fixes.
- Ongoing maintenance and future modernization efforts for APIs in the Portal will be handled as part of this SOW.
- Any feature changes to APIs such as new customizations, enhancements, additional data or request that would change the initial makeup of an API are not in scope. These changes will be handled separately and outside of this SOW.
- Any new request to build a new Custom API will be handled separately and outside of this SOW.
- S&P will provide monthly usage metrics for standard reporting.
  - XREF API calls will not be included in APIs total calls.

## 2 Redundancy

The Customized Solution will be operational in all of S&P managed data centers.

## 3 Reporting

S&P will provide its standard reporting package when the Customized Solution is running in production.

## 4 Content

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

## 5 Term

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

5.1 Transition Services.

Upon either party's notice of non-renewal or termination, S&P will provide Fidelity transition assistance for a period of time (“Transition Period”) that will not exceed one year from the date of termination, or non-renewal on the same terms, conditions, and charges as provided for within this SOW #1 API Developer Portal / Seat License. For such period, and at Fidelity’s reasonable request, S&P shall continue to provide technicians and support personnel or additional personnel sufficient to meet the Service Level Agreement requirements defined under the Exhibit A (SLA). The Agreement will remain in effect during the Transition Period. S&P shall not be required to provide transition services if the termination of the SOW was in accordance with Section 7.1, 7.2, 7.3(ii), 7.3(iii), 7.4 of the Agreement.

6 Service Fee

The Service Fee for the work enumerated in Section 1.1Customized Solution) of this SOW is \$40,000 per month commencing upon the Effective Date for the Customized Solution.

In addition, there will an ongoing API volume usage tiered volume pricing invoiced monthly, in arrears:

Invoiced monthly, in arrears	API Calls (per month)	Monthly Price
	0M – 99M	\$1,000
	100M – 199M	\$3,000
	200M – 299M	\$5,000
	300M – 399M	\$7,000
	400M – 499M	\$10,000

	500M – 749M	\$15,000
	750M – 1 Billion	\$25,000

In the event Customer requests and S&P agrees in writing (including email) to grant access to additional Fidelity affiliate or groups outside of Brokerage Services there will be an added monthly fee of \$2,000. For each additional affiliate or group that will be entitled to use the Developer Portal Seat License (the “Additional Affiliate or Group Usage”), S&P will provide additional access configured and reporting into subcategories for that additional affiliate or group.

Notwithstanding Section 3.1 (h) of the Markit Digital Master Agreement referenced above, after the Initial Term, the Service Fee may, and with ninety (90) days’ notice increase once per annum for the next renewal term by up to 2%; this does not apply to the volume based fees.. Any other fee increases will be discussed and mutually agreed between the parties.

7 Change Management

S&P 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. S&P 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, Customer will be notified in advance of any expected outages.

8 Invoices

All invoices for S&P services provided under this SOW shall be sent to the following representative of Customer:

Fidelity Investments  
245 Summer Street  
Boston, MA 02110

S&P will invoice Customer monthly.

ACCEPTED Markit On Demand, Inc. DocuSigned by: SIGNATURE <i>Renee Spampinato</i> EE1C9DE02D584A8...	ACCEPTED Fidelity Brokerage Services, LLC DocuSigned by: SIGNATURE <i>Kendall Messick</i> 4CBDAC47614E4E3...
PRINT NAME Renee Spampinato	PRINT NAME Kendall Messick
TITLE Head of Fincentric	TITLE SVP
DATE OF SIGNATURE 12/11/2023   1:56:19 PM EST	DATE OF SIGNATURE 12/12/2023   5:51:34 AM EST