

SOFTWARE/HOSTED/MAINTENANCE ORDER FORM

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

Whereas, Fidelity Investments Life Insurance Company is an Affiliate of Fidelity Brokerage Services LLC;

Whereas, Fidelity Investments Life Insurance Company ("Fidelity") desires to purchase certain products from MOD as set forth below;

Whereas Fidelity and MOD will enter into the accompanying SOW dated August 1, 2019 ("SOW") to this Software/Hosted/Maintenance Order Form; and

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

Fidelity Business Unit:

Personal Investing - Domain Wealth Management

Fidelity Contact:

Name:

Kevin Begley**Laura Welsh**

Phone:

603-791-6154**603-791-1011**

Email Address:

kevin.begley@fmr.com**laura.welsh@fmr.com****Supplier Contact:**

Name:

Dan Scaglione

Phone:

512-813-6304

Email Address:

daniel.scaglione@ihsmarkit.com**ORDER FORM DETAILS:**

MOD shall host, make Updates, and provide the Software Maintenance Services to the Performance & Pricing pages on behalf of Fidelity which will collectively comprise of software ("Hosted Software") for Fidelity's annuities instance of the Performance & Pricing pages ("FILI MFE") functionality on Fidelity's Digital Properties in accordance with the pricing specified in the in this Order Form and in compliance with the applicable specifications stated in the accompanying SOW dated August 1, 2019 ("SOW") and the applicable Service Level.

The Monthly Fees for this Order Form will commence after the completion of the accompanying SOW dated August 1, 2019 and upon Acceptance which will continue for the time indicated in this Order Form, unless the parties terminate this Order Form earlier as permitted by the Agreement.

MOD will not charge any additional fees for work done subsequent to the launch to ensure that the services conform to the original specifications and functional documentation ("Bug Fixes") in the accompanying SOW dated August 1, 2019.

MOD will make any changes beyond Bug Fixes and those covered by the Enhancement Budget at the rate of \$175 an hour. Changes requested after Fidelity has given final Acceptance, MOD will bill at the rate of \$175 an hour for actual hours worked. Any services that expand beyond Bug Fixes and the Enhancement Budget will accompany SOW to be mutually agreed between the parties.

MOD shall insure the migration path for all Updates which incorporates a process to allow Fidelity to regress from the Updates if problems develop that Fidelity perceives to be attributable to the Updates. MOD shall document and test the process methodology prior to the Update delivery. In all cases, MOD shall reverse changes to enable back out, if necessary.

CHANGE MANAGEMENT:

MOD 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. MOD 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, Fidelity will be notified in advance of any expected outages.

TERM:

This Order Form shall commence after the completion of the accompanying SOW dated August 1, 2019, and upon Acceptance in accordance with the accompanying SOW dated TBD. Upon Acceptance of the SOW, this Order Form will remain in effect for two (2) years thereafter ("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 extend the term no later than ninety (90) days prior to the expiration of the term then in effect.

OPEN SOURCE SOFTWARE:

Is Open Source Software provided with or included in the software or Services: Yes _____ No ☒ _____. (If yes, please identify all Open Source Software that is part of or distributed with the software, along with the name of the open source license applicable to each item of Open Source Software.)

OWNERSHIP/LICENSING:

The parties agree that the Hosted Software to the extent originated and prepared exclusively for Fidelity, and to the extent copyrightable under copyright law, shall belong exclusively to Fidelity.

The parties agree that all right, title and interest in and to any other deliverables provided to Fidelity, including any and all object and source code, CGI, XML formatting, computer system designs, documentation, user interfaces, and all patent rights (including, without limitation, the exclusive right to make, use and sell), patent registrations and applications, trade secrets, contract and licensing rights, and methodologies, shall be owned by MOD. Nothing herein shall be construed to grant Fidelity any rights in or to any of the foregoing except as expressly set forth herein.

In the event Fidelity contributes any articles, articles, text, images, audio footage, video footage, models, research, data, know how, technology, concepts, ideas, inventions or other content or property for inclusion in the MOD Services ("Fidelity Content"), as between MOD and Fidelity, Fidelity shall retain all such intellectual property rights exclusively for the life of such rights. To the extent required in order to perform the services, Client shall grant MOD a non-exclusive, royalty-free, fully-paid, non-transferable, revocable, limited license to use the Fidelity Content. MOD agrees that MOD's use of the Fidelity marks shall inure to the sole benefit of Fidelity. Fidelity agrees to hold MOD harmless from any infringement of Fidelity's intellectual property in the performance of the MOD Services, including but not limited to patents, trademarks, and copyrights as well as Fidelity Content.

REPORTING

MOD will provide our standard reporting package when the Hosted Software is running in production.

ENHANCEMENT BUDGET

Fidelity is entitled to an enhancement budget equal to fifteen percent (15%) of the monthly service fee to fund enhancements to the Hosted Software, which is equal to four (4) hours per month. Such enhancements could include, for example, design changes, addition of new features, or integration of new data. The Enhancement Budget is non-refundable and shall be accrued on a rolling twelve (12) month basis. Markit will multiply its standard hourly rate of \$175 per hour by the number of hours worked on any enhancement, and subtract the resulting product from the accrued Enhancement Budget.

DEFINITIONS:

"Digital Properties" means the intranet and Internet websites, applications, products, and services owned, operated, or distributed by or on behalf of Fidelity or a Fidelity Affiliate now or in the future, including any successor or equivalent URLs, subdomains, or applications and all future versions and upgrades, that are accessible by any electronic or broadcast delivery channel, including personal computers, mobile access devices, mobile phones, or other devices now known or subsequently developed

"Equipment" means any hardware or networking services (if applicable) utilized by MOD in providing the Hosted Software under the Agreement including equipment, hardware, consumables, operating systems, software, middleware, firmware, and telecommunications, networking, routing, cabling, and electrical or other

infrastructure equipment that is owned, operated or controlled by MOD as a platform or otherwise part of the operating environment for the Hosted Software.

"Services" means any services that MOD performs or provides under the SOW and any ancillary services to those services (administrative functions required in order to perform those services).

"Software Maintenance Services" means Services to support the Hosted Software provided during the Term of this Order Form under the Agreement including (a) provision of the Updates; (b) access to customer support via phone and email for assistance; (c) diagnosis of error or defects; (d) responding to Fidelity's report of an error in accordance with the Severity Level and responses defined in the Service Level; and (e) emergency support, as defined in the Service Level. **"Resolution"** means the correction or elimination of an Error, as determined by the Fidelity Companies.

PRICING AND FEES:

License/Subscription Fee:	\$ 0
Maintenance/Support Fee (if applicable): Retail Monthly Fees	\$ 4,000
Other Fees: [description of fees]	\$ 0
Other Fees: [description of fees]	\$ 0
TOTAL:	\$ 4,000

Mission Critical?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Service Level Schedule?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The SLA between the Parties dated August 1, 2015 will govern this Order Form.
Will the Software/Hosted Software be subject to an Evaluation Period?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The SOW with the Effective Date of August 1, 2019 will contain the details of Acceptance.
Will Supplier have access, visibility, or store any of the following information (as determined by Fidelity)?	<input type="checkbox"/> Confidential <input type="checkbox"/> Highly Confidential <input type="checkbox"/> Personal Information <input checked="" type="checkbox"/> None

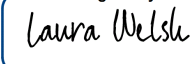
HOSTING INFORMATION:

Supplier Hosting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill out the remaining section.
Does Supplier use a Subcontractor for Hosting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, NTT Data Services
Is Hosting Offshore?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, [country name/location]

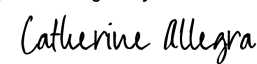
In the event that any provision of this Order Form conflicts or is inconsistent with any provision of the original Agreement, the provisions of this Order Form will control for purposes of this Order Form only.

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

FIDELITY INVESTMENTS LIFE INSURANCE COMPANY

By: 
B47BDCE1A759463...
Name: Laura welsh
Title: VP FILI Analayitics & Integration

MARKIT ON DEMAND INC

By: 
26AE663B5756428...
Name: Catherine Allegra
Title: Global Head - Markit Digital