



MARKIT ON DEMAND, INC. – PROCUREMENT AGREEMENT

MetLife Investment Management Client Portal

This Procurement Agreement (inclusive of attached and referenced schedules, addenda and policies, the “Agreement”), is made as of May 31, 2019 by and between Markit on Demand, Inc. (“Supplier”), 620 8th Avenue, 35th Floor, New York, NY 10018, United States, and MetLife Services and Solutions, LLC (“MSS”), 200 Park Avenue, New York, NY 10166-0005 (each a “Party” and collectively the “Parties”).

This Procurement Agreement is effective only for the acquisition of the MetLife Investment Management Client Portal.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. DEFINITIONS.

“**Affiliate**” means any business enterprise organized under Law, controlled by, controlling, or under common control with a Party. Ownership of fifty percent (50%) in the United States and twenty five percent (25%) in any other jurisdiction of the equity, shares, or securities entitling voting rights for election of managing authority constitutes control of any such enterprise. Affiliates, as necessary, shall be identified in an applicable Statement of Work.

“**Agent**” means any employee, officer, director, partner, consultant, representative, contractor or other person that acts or performs on a Party’s behalf.

“**Confidential Information**” means (i) the terms of this Agreement, and (ii) all information provided by the disclosing Party (“Discloser”) to the receiving Party (“Recipient”) that is commercially valuable, confidential, proprietary, a trade secret, or could reasonably be considered confidential, but does not include information that: (a) was already known at the time of the disclosure or later becomes generally known or available to the public through no fault of Recipient; (b) was at the time of disclosure already in Recipient’s possession or is later received from a third-party that Recipient reasonably believed had the right to disclose such information; or (c) is independently developed by Recipient without reliance on Discloser’s Confidential Information. These exceptions apply if the information was not delivered to or obtained by Recipient as a result of any breach of this Agreement, Law, or any contractual, ethical, or fiduciary obligation owed to Discloser.

“**Deliverable(s)**” means, subject to section 6 herein, all materials, processes and information Supplier provides, develops, in whole or in part, solely or jointly with others, for or on behalf of MetLife pursuant to this Agreement, a Statement of Work, and/or a MetLife Purchase Order, including all intermediate and partial versions, in any medium, and all documentation relating thereto. “Deliverable(s)” include Output derived from the combination of Supplier Services and MetLife Information (as defined below) where “Output” means the MetLife Investment Management Client Portal.

“**Hosting Services**” means the Supplier-provided traditional IT functions such as infrastructure, monitoring, storage, website hosting, over the Internet or other wide area networks supporting the Platform Services.

“**Identity Information**” means names, addresses, phone numbers, social security or other government issued identification numbers, dates of birth, and any other information relating to an identifiable individual.

“**Intellectual Property Rights**” means any patent, copyright, trademark, service mark, trade secret or other intellectual property or industrial property right (including applications), and any moral rights and goodwill related thereto.

“**Law**” means all laws, rules, regulations, guidelines and ordinances, and all binding orders of any court, agency or other governmental, regulatory or administrative body of the United States and any other intended or applicable jurisdiction.

“MetLife” means MSS and/or its Affiliates, as applicable.

“MetLife Information” means (i) all information disclosed by MetLife at any time, about the research, development, or business activities of MetLife; its customers; prospective customers; or personnel, under circumstances where Supplier could reasonably understand the information to be confidential. The content of written work that constitutes a Deliverable under this Agreement is also MetLife Information.

“MetLife Purchase Order” means a requisition document generated by MetLife listing any Deliverables and/or Services to be purchased by MetLife in accordance with the applicable Statement of Work.

“MetLife Systems” means (i) all telecommunication and computer systems, equipment and programs, owned by, licensed to and/or operated by MetLife and/or its Agents, (ii) all property interfacing therewith, and (iii) the data transmitted via such systems.

“Platform Services” means the Supplier-provided software and hardware technologies that are used as the basis on which the applicable Services, including Deliverables, can be run.

“Services” means the services provided by Supplier for MetLife under a Statement of Work

“Statement of Work” means a requisition document or ordering agreement describing in detail any Deliverables and/or Services to be provided by Supplier for MetLife, and signed by the Parties

“Supplier” means Supplier and its Affiliates and Agents.

“Supplier Personnel” means any personnel of Supplier, its Affiliates or Agents working in connection with this Agreement.

2. DELIVERY OF SERVICES AND/OR DELIVERABLES. Supplier shall provide Services and/or Deliverables in accordance with a Statement of Work subject to the terms of this Agreement.

3. ACCEPTANCE / CORRECTIONS OF DELIVERABLES.

3.1 **Acceptance.** MetLife shall have) thirty (30) days after receipt of Deliverables (the “Acceptance Period”) to (i) accept the Deliverables, or (ii) to notify the Supplier of its failure to satisfy the requirements of this Agreement, Statement of Work, MetLife Purchase Order, or other specifications provided to MetLife in writing.

3.2 **Corrections.** Supplier shall correct any failure(s) of a Deliverable to comply with the requirements of this Agreement, Statement of Work, MetLife Purchase Order, or other specifications provided to MetLife in writing, and:

- (a) Deliver the correction to MetLife within ten (10) business days, unless otherwise agreed to by the Parties.
- (b) Upon re-delivery, MetLife shall have an additional Acceptance Period to either accept the Deliverables or to notify Supplier of any failure(s).
- (c) The foregoing acceptance/rejection/correction process shall be repeated until all failures have been corrected by Supplier and MetLife has accepted the Deliverable.
- (d) Notwithstanding (c) above, if after two (2) or more Acceptance Periods, Supplier has not satisfied the requirements and specifications, MetLife may reject the Deliverables and terminate all or part of the applicable Statement of Work or MetLife Purchase Order with no obligation to remit further fees, and Supplier shall refund to MetLife all payments for such rejected Deliverables and any associated Services.

4. RELATIONSHIP.

4.1 Independent Contractor. Supplier is an independent contractor. All employees of Supplier, its Affiliates and Agents are Supplier Personnel and not personnel of MetLife for any purpose, are not entitled to any compensation or benefits from MetLife, and are under the exclusive control and direction of Supplier. Supplier is solely responsible for the (a) recruitment, hiring, training, assignment, promotion, discipline, termination, or other employment-related activities of such personnel, and (b) payment of all such personnel's taxes, benefits, immigration related costs, and any deductions, withholdings and fees required by Law. Supplier may not bind or obligate MetLife in any manner.

4.2 Supplier Personnel.

- (a) Supplier hereby confirms that Supplier Personnel are subjected to background screening prior to employment with Supplier and includes, among other things, criminal history, education verification, employment verification and judgments; and Social Security number verification and Supplier will confirm/reaffirm Supplier's compliance to MetLife if so requested.
- (b) Supplier shall use commercially reasonable efforts to ensure the continuity of Supplier Personnel. At any time during the course of the project, MetLife may request that Supplier remove any Supplier Personnel from the project due to incompetence, or unprofessional, illegal, or behaviors reasonably unacceptable to MetLife. In the event that occurs, Supplier will remove that team member immediately from MetLife premises and the Services (except as is reasonable and necessary to effect knowledge transfer respecting the Services) upon notice and replace him or her with another employee of similar expertise and experience as quickly as possible to avoid business/project delay and/or disruption but in no event less than ten (10) business days.

4.3 Conflict of Interest.

- (a) Personal Conflict of Interest. Each party represents and warrants that no employee of such Party, its Agents or Affiliates has received or shall receive compensation other than from such Party related to obtaining or negotiating this Agreement, and that such Party knows of no relationship with an employee of the other Party, its Agents or Affiliates, or other entity, that may impair the objectivity of performance under this Agreement. Each party will promptly notify the other party in writing if it becomes aware of any such conflict of interest.
- (b) Insider Information. Supplier, its Affiliates, Agents, and their respective employees and personnel are prohibited from buying or selling MetLife securities on the basis of Confidential Information and from providing others with such information or recommending the purchase or sale of securities based on such information. Supplier is responsible for instructing such employees and personnel of this prohibition.

4.4 Subcontracting / Delegation. Supplier shall not subcontract or delegate any obligation, in whole or in part, without MetLife's written approval, which may be withheld in MetLife's discretion. Notwithstanding such approval, Supplier is liable for the performance and conduct of its Affiliates and Agents, as if such performance and conduct is Supplier's own. The subcontractors listed in Schedule "B" are approved subcontractors under this Agreement. Any changes to Schedule "B" must be made by a mutually executed amendment to this Agreement.

4.5 MetLife Affiliates. MSS may extend this Agreement to its Affiliates. When an MSS Affiliate executes a Statement of Work, such Affiliate shall be solely responsible and liable for the performance of all of its obligations in connection therewith. Supplier shall copy MSS on all notices sent to MSS Affiliates with respect to any dispute under this Agreement.

4.6 MetLife Policies. Supplier will comply with all MetLife policies communicated in written form (email is acceptable) to Supplier which are relevant to the Services provided by Supplier, including policies regarding access to MetLife's Systems and premises. Supplier shall provide MetLife timely notice of any MetLife policy with which Supplier disagrees and the parties shall work in good faith to resolve the issue.

5. CONFIDENTIALITY.

5.1 MetLife Information / Records. MetLife Information is the property of MetLife. Supplier Personnel with a need-to-know may be given access to MetLife Information, provided each is bound by obligations of non-disclosure, confidentiality,

data security and privacy as restrictive as those herein. Supplier shall keep complete and accurate records of MetLife Information, and if disclosed to third parties as permitted herein, records as to such disclosure.

5.2 Confidentiality. Each Party agrees (i) not to disclose the other Party's Confidential Information without its express written consent, and (ii) to use the same standard of care to protect the other Party's Confidential Information as it uses to protect its own, but no less than a commercially reasonable standard of care.

MetLife is permitted to disclose Supplier's Confidential Information to MetLife's Affiliates and Agents with a need-to-know; and to MetLife's outside legal counsel, professional advisors, and external auditors that are subject to obligations of confidentiality.

If either Party is legally compelled to disclose the other Party's Confidential Information, that Party shall, (a) to the extent permissible, provide as much advance notice as possible of the prospective release to enable the other Party to oppose the disclosure, and (b) disclose only the Confidential Information it is legally obligated to disclose.

5.3. Return / Destruction of MetLife Information. Upon completion or termination of the Services or upon MetLife's request, Supplier shall return or destroy MetLife Information, and confirm the same, in accordance with MetLife's direction. Supplier may retain MetLife Information only if required by Law, and may retain an archival copy of MetLife Information to the extent made as part of routine, ordinary-course electronic backup of its information technology systems in accordance with its records retention and IT backup policies. Any MetLife Information that is not destroyed or returned shall be continually protected in accordance with the terms of this Agreement.

5.4 Privacy Law Compliance.

- (a) Confidentiality / Use of Identity Information. Identity Information disclosed by or on behalf of a Party is the Confidential Information of that Party. Identity Information disclosed by MetLife may only be used by Supplier to perform its obligations under this Agreement.
- (b) Processing Identity Information. Supplier will (i) Process Identity Information provided by MetLife in accordance with MetLife's written instructions, (ii) Process Identity Information in the country which MetLife delivered it to Supplier or in which access was granted by MetLife unless otherwise directed by MetLife in writing, (iii) immediately cease Processing such Identity Information upon MetLife's direction, and (iv) not disclose, transfer or provide access to such Identity Information to any third party without MetLife's written approval. "Process" means any operation performed upon Identity Information such as collection; recording; organization; storage; adaptation; alteration; retrieval; consultation; use; transfer; disclosure by transmission, dissemination, or otherwise; alignment or combination; blocking; erasure or destruction.
- (c) Consent. Identity Information provided by Supplier may be collected, Processed, and/or transferred (each, a "Transfer") across international boundaries to MetLife Systems. If such Transfer requires consent from any person prior to Transfer by MetLife, Supplier shall be solely responsible for obtaining legally compliant consent permitting such Transfer and shall provide copies of such consent to MetLife upon request.
- (d) U.S. and International Data Protection Laws. Supplier shall comply with all applicable Laws governing privacy, data protection, data security and data security breaches. If required by MetLife, Supplier, its Affiliates and Agents, as applicable, shall promptly execute supplemental security and data protection terms, and controller-to-processor data transfer agreements as required for the Processing or Transfer of Identity Information provided by MetLife in accordance with Law or as otherwise mutually agreed upon. Supplier shall notify MetLife in writing if any Affiliates or Agents perform any Services outside the United States and have access to Identity Information provided by MetLife or MetLife Information.
- (e) European Union. If Supplier Processes the personal data of any European Union resident governed by the European Union General Data Protection Regulation, Supplier (a) shall enter into MetLife's European Union Data Privacy Agreement, and (b) shall Process such data (i) in the European Economic Area ("EEA") or a country considered by the European Commission as providing adequate data privacy protection, or (ii) outside the EEA provided Supplier ensures the Transfer of such personal data outside the EEA and subsequent Processing is in compliance with Law by means of entering into (A) the controller-to-processor data transfer agreement approved by the European Commission, the current version Standard Contractual Clauses (controller to processor), in compliance with Commission Decision C (2010) 593 or any subsequent

format applicable under European Union Law, and/or (B) any mechanism acceptable to MetLife that complies with the privacy requirements under applicable Law.

- (f) Complaints or Requests; Data Subject Requests. Supplier shall promptly notify MetLife upon receipt of a complaint or request relating to Supplier's obligations under any data protection Law that may impact MetLife. Supplier shall provide assistance with such complaint or request in accordance with MetLife's reasonable instructions. When required by MetLife, Supplier will assist in identifying, copying, preserving, and producing Identity Information provided to, or accessed by Supplier, its Affiliates and Agents, including for the purpose of satisfying an order or request of a governmental entity or request of a third party with access rights to the Identity Information. Should any such complaint or request materially impact the Services provided by Supplier to MetLife, MetLife may terminate this Agreement, a Statement of Work, and/or MetLife Purchase Order, in whole or in part.
- (g) Notice of Breach. Supplier will report to MetLife any data security breach and any loss, compromise, unauthorized use, access, or disclosure of any MetLife Information and/or any Identity Information as soon as possible and no later than forty-eight (48) hours from the time Supplier, its Affiliate, or Agent, first becomes aware of the incident.

5.5 HIPAA. The Parties agree and understand that Supplier's Services do not require it to receive or have access to any protected health information ("PHI"), as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) of MetLife or MetLife's Affiliates, Agents or clients. Supplier represents that it will not request any such PHI under this Agreement or in the course of or in connection with providing Services. In the event Supplier receives any PHI attributable to MetLife or its Affiliates, Agents or clients, Supplier will (i) immediately notify MetLife, (ii) not use or process such PHI for any purpose without the prior written consent of MetLife, (iii) deem such PHI as MetLife Information, subject to all obligations pertaining to MetLife Information and MetLife Confidential Information under this Agreement, and (iv) comply with all reasonable instructions of MetLife with respect to such PHI.

5.6 Reserved.

5.7 Injunctive Relief. Unauthorized disclosure of Confidential Information by a Party is a material breach of this Agreement that is likely to result in irreparable harm to the other Party for which monetary damages are insufficient. Such injured Party may seek immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach, and the Parties consent to the entry of judgment for injunctive relief. Such injunctive relief shall not preclude the availability of any other remedy at Law or in equity.

6. DELIVERABLES.

6.1 Grant of Ownership.

(a) Materials owned by Supplier prior to the effective date of this Agreement, or developed by Supplier outside the scope of this Agreement ("Supplier Pre-Existing Materials"), including Supplier's Intellectual Property Rights therein and any Supplier modifications, enhancements and derivative works are Supplier's property, unless made specifically for MetLife, in which case they shall constitute Deliverables. To the extent Supplier's Pre-Existing Materials are incorporated into any Deliverable, Supplier grants MetLife an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license to use, and have its Agents and/or customers use, such Supplier Pre-Existing Materials to enable use of such Deliverable in the manner permitted hereunder.

(b) For the purposes of this section Supplier Pre-Existing Materials shall include but not limited to all object and source code, CGI, XML format, computer system designs, documentation, user interfaces (excluding incorporated MetLife Information) 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.

(c) The parties hereby agree that the following Deliverables, but excluding Supplier Pre-Existing Materials, is done for MetLife and is the property and Confidential Information of MetLife: any customized HTML code, CSS Code client side javascript code which is contained in the Supplier Pre-Existing Materials. Supplier irrevocably and unconditionally waives all moral, "droit moral" and analogous rights, such as rights of attribution, paternity and integrity, arising in Law or equity in the Deliverables. Supplier shall not contest MetLife's exclusive right and title to

the Deliverables and the Intellectual Property Rights related thereto or the validity thereof, and agrees not to make any claim against any party authorized by MetLife to exploit the Deliverables.

(d) Unless otherwise as stated in an SOW, the parties acknowledge that providing Services may result in the development by Supplier of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to Supplier's prior technology, which may be embodied in the Services provided pursuant to this Agreement and/or the intellectual property underlying such solution. The parties agree that such property shall belong to Supplier exclusively. For clarity and the avoidance of doubt the Deliverable – including but not limited to the website design - shall remain the exclusive proprietary property of MetLife.

6.2 Works Made for Hire. To the extent the Deliverables are copyrightable subject matter, regardless of the jurisdiction made or delivered, they shall constitute "works made for hire" for MetLife within the meaning of the US Copyright Act of 1976, as amended. MetLife shall be deemed to be the "author" and owner of all such "works made for hire" and Supplier hereby expressly disclaims all interest in any of them.

6.3 Assignment of Right, Title and Interest in Deliverables. If any Deliverable or aspect thereof is not MetLife property under Section 6.1(b) and is not a "work made for hire" under Section 6.2, Supplier hereby assigns, transfers, and delivers to MetLife, free of all liens and encumbrances, and for no additional cost, all Supplier's rights, titles and interests in and to such Deliverable (in all media now known or later developed) and related Intellectual Property Rights, including any right to collect past damages for the infringement or unauthorized use of such Deliverables. Supplier shall deliver, assign and perfect to and on behalf of MetLife all Intellectual Property Rights relating to each Deliverable. At MetLife's request, Supplier shall timely assist MetLife in perfecting, registering and enforcing all Intellectual Property Rights under this Section 6 in any and all countries. In the event that Supplier does not provide such timely assistance, MetLife is hereby granted power of attorney to sign all documents on behalf of Supplier necessary to confirm or perfect MetLife's exclusive ownership of the Deliverables. Supplier shall cause its Affiliates and Agents to fulfill the same assignment, delivery and assistance obligations to MetLife as set forth in this Section 6 in executed writing(s) to and for the benefit of MetLife.

6.4 License. If a Deliverable is not a "work made for hire" and is not assignable hereunder, Supplier grants MetLife and its Agents such license to use, execute, reproduce, display, and perform the Deliverable (inclusive of any Supplier Pre-Existing Materials used, embodied, or reflected therein) prepare derivative or collective works based upon or containing the Deliverable, to distribute, assign, transfer, re-license and sublicense the Deliverable, and/or to authorize others to do any or all of the foregoing, solely to enable the use of such Deliverable for any purpose permitted hereunder.

7. REPRESENTATIONS, WARRANTIES & COVENANTS.

7.1 Mutual Warranties. Each Party represents, warrants, and covenants that it (a) has the requisite power and authority to execute, deliver and perform its obligations under this Agreement, and (b) is in compliance with all applicable Laws related to such performance, and has obtained all necessary permits and licenses.

7.2 Supplier Warranties. Supplier represents, warrants, and covenants that:

- (a) Right to Furnish. (i) Supplier has the right to furnish the Services and/or Deliverables, (ii) they do not and shall not violate, infringe or misappropriate any Intellectual Property Right, and (iii) they will be delivered free of all liens, claims and other restrictions with respect to MetLife's permitted uses as set forth herein.

Supplier shall disclose in the applicable Statement of Work all third-party ownership rights and open source code used in connection with the Output provided for MetLife.

- (b) Performance.

- i. Supplier has the facilities, experience and expertise in line with industry standards to provide the Deliverables and/or Services;
- ii. Supplier will ensure that all Supplier Personnel are employees of Supplier or its authorized Affiliates or Agents, and have the requisite professional skills and judgment;

- iii. Supplier will provide the Deliverables and/or Services using at all times at least due care as well as professional and industry standard best practices, the terms of this Agreement and applicable Statement(s) of Work; and
- iv. the Deliverables and/or Services will conform to terms of this Agreement, applicable Statement(s) of Work, and all written specifications and descriptions provided or made available to MetLife, and shall be free from all defects in design, material and workmanship.

(c) Employment Eligibility. Supplier Personnel are legally eligible to work in the country where Services are provided and are free from legal or contractual restraints on such work, including employment agreements and non-competition agreements.

(d) Security. Supplier will comply with MetLife's IT Controls Requirements attached as Schedule A.

8. INSURANCE.

8.1 Supplier, at its cost and expense, shall maintain at all times during the performance of this Agreement the following insurance, and shall be responsible for its own deductibles and self-insured retentions.

- (a) Workers' Compensation Insurance (in compliance with Laws) and Employers' Liability Insurance of not less than one million dollars (\$1,000,000) covering Supplier Personnel.
- (b) Commercial General Liability Insurance on an "occurrence basis" of not less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) limit aggregate for bodily injury and property damage liability. Coverage shall name MetLife as an Additional Insured, and shall be primary insurance without contribution from any insurance maintained by MetLife.
- (c) Automobile Insurance covering all owned, non-owned and leased automobiles, with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- (d) Reserved
- (e) Fidelity/Crime (Dishonesty and Computer Fraud) Liability Insurance coverage for damages in connection with fraudulent or dishonest acts of Supplier Personnel, acting alone or in collusion with others, including coverage of property and funds of others in their care, custody or control, in a minimum amount of two million dollars (\$2,000,000).
- (f) Reserved
- (g) Technology and Professional Errors and Omissions Liability Insurance including Cyber Liability/Network Security/Privacy coverage for all Deliverables and Services provided by Supplier, in an amount of at least ten million dollars (\$10,000,000),
- (h) Reserved
- (i) Umbrella Liability Insurance with a minimum limit of five million dollars (\$5,000,000) in excess of the insurance under other policies indicated in this section.
- (j) Reserved
- (k) In any non-US jurisdiction, Supplier shall obtain all insurance coverages required to perform the Services under the Law of the applicable jurisdiction(s), and as otherwise set forth in any Statement of Work.

8.2 **Requirements.** As evidence of the coverage required by this Agreement, Supplier will provide MetLife with certificates of insurance, setting forth the coverage, limits of liability, insurance carrier, policy number, date of expiration and the name and/or location of the MetLife site receiving Services. Supplier will provide MetLife with such certificates prior to commencing Services. MetLife shall be shown as an Additional Insured under the insurance coverages required in Sections 8.1(b), (c), and (f). Each policy shall provide that it cannot be canceled without notice to MetLife in accordance with the policy provisions. If a policy expires or is canceled before acceptance of the Deliverables or Services and Supplier, its Affiliates and/or Agents fails to immediately procure replacement insurance, MetLife has the right (but not the obligation) to procure such insurance and deduct the cost from any sum due Supplier. MetLife shall be provided with renewal certificates of insurance, or binders, not more than ten (10) business days following any expiration. Supplier's liability shall not be limited to the insurance required hereunder, nor the amounts thereof, nor because of exclusions from coverage in any insurance policy.

8.3 **Agent / Affiliate Insurance.** Supplier shall (i) require all Affiliates and Agents providing Services in connection with this Agreement to maintain insurance policies of the types and amounts required under this "Insurance" section, or (ii) maintain insurance policies that cover such Affiliates and Agents in the above types and amounts.

9. INDEMNIFICATION AND REMEDIATION.

9.1 SUPPLIER INDEMNITY. SUPPLIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS METLIFE FROM ANY LOSS TO THE EXTENT RELATING TO OR ARISING OUT OF ANY THIRD-PARTY CLAIM OR THREATENED CLAIM, RELATED TO OR ARISING DIRECTLY OUT OF AGAINST ANY AND ALL CLAIMS BROUGHT BY ANY THIRD PARTY ARISING FROM (I) ANY CLAIM OF INFRINGEMENT IN CONNECTION WITH THE HOSTING SERVICES AND/OR PLATFORM SERVICES UNDER THIS AGREEMENT; OR (II) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS AFFILIATES AND/OR AGENTS IN THE PERFORMANCE UNDER THIS AGREEMENT, OR A SOW EXCLUDING CLAIMS OF IN CONNECTION WITH METLIFE INFORMATION.

9.1.1 SUPPLIER EXCLUSIONS: SUPPLIER SHALL NOT BE RESPONSIBLE FOR INDEMNIFICATION UNDER SECTION 9.1 ABOVE IF:

- (a) THE INFRINGEMENT CLAIM IS BASED ON THE UNAUTHORIZED USE OF THE PLATFORM OR HOSTING SERVICES NOT IN ACCORDANCE WITH THIS AGREEMENT.
- (b) THE MODIFICATION OF THE PLATFORM OR HOSTING SERVICES NOT SPECIFICALLY AUTHORIZED IN WRITING BY SUPPLIER OR NOT IN ACCORDANCE WITH THE DOCUMENTATION.
- (c) THE CLAIM OF INFRINGEMENT IS BASED ON METLIFE SPECIFICATIONS INCORPORATED IN THE DELIVERABLE.
- (d) THE CLAIM OF INFRINGEMENT IS BASED ON ANY ACTION AGAINST METLIFE ASSERTING THAT ANY SERVICE, WORK PRODUCT, OR DELIVERABLE INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OVER A TECHNOLOGY, METHOD OR INVENTION THAT IS IN SUCH WIDESPREAD UNLICENSED OR FREELY OR OPENLY LICENSED USE BY THIRD PARTIES AS TO BE REASONABLY CONSIDERED A FUNDAMENTAL PUBLIC DOMAIN ELEMENT

9.2 METLIFE INDEMNITY. METLIFE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE SUPPLIER INDEMNITEES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT RESULTING FROM ANY THIRD-PARTY CLAIM OR THREATENED CLAIM RELATING TO OR ARISING FROM (A) METLIFE'S INFORMATION PROVIDED BY METLIFE TO SUPPLIER FOR USE IN DEVELOPMENT OR INCORPORATION INTO THE DELIVERABLE.

9.3 SETTLEMENT OF CLAIMS. NEITHER PARTY AS THE INDEMNITOR SHALL SETTLE OR OTHERWISE DISPOSE OF ANY INDEMNIFIED CLAIM OR ACTION IN A MANNER ADVERSELY AFFECTING ANY OF THE RIGHTS OF THE INDEMNITEE, OR IMPOSING LIABILITY OR OBLIGATION ON AN INDEMNITEE, WITHOUT THE INDEMNITEE'S PRIOR WRITTEN CONSENT.

9.4 NOTICE. EACH PARTY SHALL GIVE THE OTHER PARTY PROMPT WRITTEN NOTICE OF ANY THREAT, WARNING OR NOTICE OF ANY SUCH CLAIM OR ACTION WHICH MAY ADVERSELY AFFECT IT OR ANY OF ITS RIGHTS UNDER THIS AGREEMENT. THE INDEMNIFYING PARTY SHALL HAVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION, AND ALL NEGOTIATIONS FOR ITS SETTLEMENT; PROVIDED,

HOWEVER, THE INDEMNITEE MAY OBSERVE SUCH DEFENSE OR NEGOTIATIONS, AT ITS OWN EXPENSE, USING SUITABLE COUNSEL IN ITS DISCRETION, AND THE INDEMNIFYING PARTY SHALL COOPERATE AND PROVIDE REASONABLE ASSISTANCE TO THE INDEMNITEE AND ITS COUNSEL. IN THE EVENT THAT THE INDEMNIFYING PARTY SHALL FAIL TO DEFEND THE INDEMNITEES' INDEMNIFIED CLAIMS WITHIN TEN (10) DAYS FOLLOWING DELIVERY OF NOTICE, INDEMNITEE SHALL HAVE THE RIGHT THE RIGHT TO RETAIN COUNSEL OF ITS CHOOSING TO DEFEND THE CLAIM OR ACTION AT INDEMNITEES'S SOLE COST AND EXPENSE.

9.5 SUPPLIER REMEDIES

If a Platform/Hosting Service or Deliverable is held or are believed by Supplier to infringe, Supplier may choose, at its sole expense,

(a) to modify the Platform/Hosting Service or Deliverable so that they are non-infringing;

(b) to replace the Platform/Hosting Service or Deliverable with non-infringing Platform/Hosting Service or Deliverable that are functionally equivalent;

(c) to obtain a license for MetLife to continue to use the Platform/Hosting Service or Deliverable;

or if none of (a), (b), or (c) is commercially reasonable, then

(d) to terminate the SOW for the infringing Platform/Hosting Service or Deliverable and refund Fees paid for such Service or Deliverable

Other than Supplier's indemnification obligations, this section states the entire liability of Supplier and MetLife's sole and exclusive remedy for any infringement or breach of warranty of non-infringement related to third party proprietary rights of this kind.

10.1 LIMITATION OF LIABILITY - INDIRECT DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED. PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM SUPPLIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY.

10.2 Limitation of Liability – Direct Damages. the maximum liability of Supplier, its third party providers, for all claims under this Agreement, whether in contract, in tort (including negligence), will be limited to financial compensation up to a sum not to exceed Three times (3x) the Fees paid by MetLife to Supplier or its Affiliates in the prior 12 months for the relevant Deliverables or Hosting Services to which the liability relates. THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES RESULTING FROM SUPPLIER'S (A) INDEMNIFICATION OBLIGATIONS, (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (D) BREACH OF ITS SECURITY OBLIGATIONS, OR (E) DAMAGE TO METLIFE SYSTEMS AS A RESULT OF SUPPLIER'S FURNISHING OF THE DELIVERABLES AND/OR SERVICES.

Limitation of Liability – Direct Damages. Except for MetLife's's indemnification obligations under Section 9, the maximum liability of MetLife for all claims under this Agreement will be limited to financial compensation up to a sum not to exceed the aggregate of the Fees paid by MetLife to Supplier or its Affiliates in the prior 12 months for the relevant Deliverables to which the liability relates.

11. **FORCE MAJEURE.** Neither Party shall be liable for delay or failure to perform obligations under this Agreement caused by an event of natural disaster, act of God, pandemic, war, riot, terrorism, or event of similar nature. MetLife shall receive equal priority to Supplier's similarly situated customers in reinstatement of Services. In the event of a force majeure, Supplier shall not increase its charges to MetLife. If the delay or failure continues beyond a commercially reasonable period and adversely affects MetLife (in MetLife's reasonable discretion), MetLife may terminate this Agreement, a Statement of Work, and/or MetLife Purchase Order, in whole or in part, upon written notice, with no further liability and receive a refund of any prepaid fees unearned as of the termination date.

12. COMPLIANCE WITH LAWS.

12.1 General Compliance with Laws. Supplier represents and warrants that the provision of Services and/or Deliverables shall comply with all applicable Laws of the relevant jurisdiction(s), including, without limitation, the requirements set forth in Section 12.

Supplier shall promptly notify MetLife of anything which may have a material impact on its ability to carry out the Services effectively and in compliance with Laws. Supplier will not be considered in breach of this notice requirement unless MetLife can prove that it was prejudiced by delay in receiving notice.

12.2 Employment Laws.

- (a) Supplier represents, warrants, and covenants that Supplier and its U.S.-based Agents and Affiliates: (i) shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities, or against any individual based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or other category protected by Law, (ii) shall employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, disability, or other category protected by Law, and (iii) shall comply with all applicable federal, state, and local employment, equal opportunity, labor, immigration, and wage and hour Laws, now in effect or hereafter adopted, i Supplier further represents, warrants, and covenants that Supplier and its Agents and Affiliates shall comply with the employment Laws of any and all foreign jurisdictions, if and where applicable.
- (b) Supplier will identify to MetLife whether it is a minority-owned business, a women-owned business, a business with significant number of individuals with disabilities and/or a small business.
- (c) Supplier is responsible for compliance with all employment-related issues and requirements in connection with Supplier's employees and personnel, including all (i) immigration issues, (ii) workers' compensation or unemployment insurance, (iii) payment of wages, benefit, and employment-related taxes; and statutory leave and severance/redundancy, and (iv) ensuring compliance with all Laws. MetLife shall not be required to participate in any immigration or visa activities.
- (d) Supplier will comply with the Pay Transparency Nondiscrimination Provision promulgated by the Office of Federal Contract Compliance Programs of the U.S. Department of Labor. The provision, available at <https://www.dol.gov/ofccp/PayTransparencyNondiscrimination.html>, is incorporated by reference into this Agreement as if fully set forth herein.

12.3 Anti-Corruption Laws.

- (a) Anti-Bribery Laws. Both parties, its officers, directors, employees, Agents, Affiliates, anyone for whom they may be vicariously liable, and anyone acting on behalf of any of them, shall not make any payments or offer to provide anything of value in violation of any anti-bribery Law in connection with or relating to this Agreement. Both parties acknowledge that anti-corruption Laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, prohibit any direct or indirect payment/receipt of anything of value to/from any person (including but not limited to any government office, international organization, non-U.S. political party, official or political candidate) for the purpose of obtaining, retaining or directing business, securing any improper advantage in the conduct of business or inducing the improper performance of any public or business-related function. Both parties represent and warrant that neither has offered or made and will not offer or make, or cause to be made, any such prohibited payment in connection with this Agreement and/or its performance hereunder. No party shall be obligated under this Agreement to take any action or omit to take any action that it believes could cause it to be in violation of any Law.
- (b) Byrd Anti-Lobbying Amendment. If payments under this Agreement exceed an aggregate spend of \$100,000.00, Supplier certifies that it will not use and has not used federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of an agency, member or officer or employee of Congress, or employee of a member of Congress in connection with obtaining any federal contract, grant or other award covered by 31 U.S.C. 1352. Supplier will disclose any lobbying with non-federal funds in connection with obtaining any federal award. Supplier will ensure compliance by its Affiliates and Agents.

12.4 Export Control Regulations.

Both parties shall comply with all applicable export controls and sanctions laws and regulations, and agree to not take any actions that would cause the other party to violate any such laws and regulations.

12.5 Federal Acquisition Regulations (FARS). This section is not applicable to MetLife and is provided for informational purposes only. For clarity and the avoidance of doubt MetLife is not a federal contractor for purposes of this Agreement. The following is a required notice to MetLife as well as to any third party recipients of Supplier's data, software products and services:

The Products/Services provided hereunder: (a) were developed at private expense and are IHS Markit proprietary information; (b) were not developed with government funds; (c) are an IHS Markit trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101.

Any Products or Services used by, for, or on behalf of the U.S. Government are provided with limited rights.

Any software or tools embedded in Products or Services used by or on behalf of the U.S. Government is provided with restricted rights.

Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is IHS Markit.

12.6 Records and Audits.

- (a) Records. During the term of this Agreement and for not less than seven (7) years after its expiration or termination, Supplier shall maintain complete and accurate records on the performance of its obligations under this Agreement and all amounts charged by Supplier, and if required by Law to retain MetLife Information in accordance with Section 5.3, complete and accurate records of such MetLife Information.

- (b) Audit Rights.

No more than once per annum during the Term, MetLife and its respective auditors (not being competitors of Supplier), ("Auditors"), will have the right to audit the records and the site pertaining solely to Supplier's compliance with this Agreement (each, an "Audit") not previously audited by Supplier's external auditor (e.g., via its SSAE 16 Type 2, AT101 SOC2 – Type 2 or SOC3 reports, or other generally-accepted control assessment in the financial services industry). The parties agree to mutually work together to address any additional regulatory or statutory audit requirements required due to the use of the Deliverable(s).

When conducting an Audit, Supplier will grant Auditors reasonable access to such records and site and will provide Auditors reasonable assistance.

The parties agree that:

- (a) Audits may only occur during normal business hours at the locations where Supplier personnel host the Services, and only after reasonable notice to Supplier (not less than 30 Business Days' notice);

- (b) Audits will be conducted in a manner that does not have any adverse impact on Supplier's normal business operations;

- (c) Auditors will comply with the Supplier's standard safety, confidentiality and security procedures in conducting any such Audits; and

(d) any records, data or information accessed by Auditors in the performance of any such Audit will be deemed to be the Confidential Information of Supplier or Client, as applicable.

- (e) Audit Reconciliation. Supplier shall provide to MetLife written clarification of any issues identified by an audit, within the timeframe reasonably specified by MetLife, but no later than thirty (30) days from Supplier's receipt of an inquiry. At MetLife's discretion, MetLife or its external auditor may conduct an exit conference with Supplier to review each issue and agree upon how to address same. Supplier shall receive a copy of the final issues and action plans and will be responsible for completing all action items by the designated target date(s) agreed to by the Parties.
- (f) Financial Statements. Upon MetLife's request, Supplier shall provide a copy of Supplier's most recent audited financial statements, a letter from Supplier's certified public accountant, or other documentation adequate to establish Supplier's financial status. Supplier warrants that such documentation shall be complete and accurate. Such documentation is Supplier's Confidential Information in accordance with Section 5.2.

13. TERMINATION.

13.1 Termination for Cause.

- (a) Supplier Breach. If Supplier breaches this Agreement, MetLife may terminate this Agreement, a Statement of Work, and/or MetLife Purchase Order, in whole or in part, with thirty (30) days written notice; provided that such shall not terminate if (i) Supplier cures the breach to the reasonable satisfaction of MetLife within the thirty (30) day period, or (ii) the breach is of a nature which cannot be cured within such period and an alternate timeframe is mutually agreed to in writing by the Parties.
- (b) MetLife Breach. If MetLife fails to pay any undisputed due amount within thirty (30) days after receipt of written notice of such failure, Supplier may terminate the Statement of Work and/or MetLife Purchase Order to which such failure relates upon an additional ten (10) business days prior written notice. The Statement of Work and/or MetLife Purchase Order shall not terminate at the end of that period if MetLife pays the undisputed amount. In the event of any other material breach of this Agreement by MetLife, Supplier may terminate this Agreement, in whole or in part, by giving thirty (30) days' prior written notice; provided, however, that such shall not terminate if (i) MetLife cures the breach within such period, or (ii) the breach is of a nature which cannot be cured within the thirty (30) day period and MetLife commences to cure the breach within such period and reasonably prosecutes the curing thereof.
- (c) Bankruptcy. A Party may immediately terminate this Agreement, in whole or in part if the other Party (i) is liquidated, dissolved, or adjudicated to be in a state of bankruptcy, insolvency, or receivership, (ii) makes an assignment to or for the benefit of its creditors, or (iii) ceases to conduct business in the normal course.
- (d) Violation of Anti-Bribery Laws. Either party may terminate this Agreement or suspend payment at any time if the party reasonably believes that a violation of any anti-bribery Law has occurred, or is reasonably likely to occur by, on behalf of, or attributable to the other party. In such event, MetLife will have no obligation to make any payments except for lawful Services already performed and only if such payment does not violate any Law.

13.2 Reserved

13.3 Obligations upon Expiration / Notice of Termination. Upon expiration, or notice of termination of, the Agreement, any Statement of Work, and/or MetLife Purchase Order, in whole or in part, Supplier shall (i) promptly and orderly wind down work in progress so as to minimize further cost to MetLife, (ii) not reassign Supplier Personnel necessary to provide remaining Services, nor otherwise make any material changes to Services provided to MetLife through final termination, (iii) timely and fully transition all undelivered, paid-for Services and/or Deliverables to MetLife or its designee, (iv) return MetLife Information, work product, MetLife Intellectual Property, and records, (v) effect knowledge-transfer or data migration to MetLife or its designee that MetLife may reasonably require, and (v) promptly refund any prepaid fees for unused Services, Services improperly performed, defective Deliverables and Deliverables upon which work has not materially begun. Nothing contained herein shall preclude MetLife from exercising any remedies available to MetLife under this Agreement, at Law, and/or in equity.

14. PROCUREMENT PROCEDURES.

14.1 Procurement Process. Orders are made via electronic procurement system attaching a MetLife Purchase Order detailing, as applicable, volume, price, invoicing instructions, delivery address and MetLife's tax-exempt status. Any additional terms in a MetLife Purchase Order shall be void.

14.2 Invoicing. Supplier shall timely submit an invoice consistent with the instructions in the MetLife Purchase Order and listing the MetLife Purchase Order Number. Supplier warrants that its invoice pricing will be consistent with the Agreement, Statement of Work, and MetLife Purchase Order. Any term in an invoice which conflicts with this Agreement shall be void.

14.3 Payment Terms. Undisputed amounts are payable net forty-five (45) days of MetLife's receipt of Supplier's compliant invoice. MetLife may set-off any amounts that Supplier owes to MetLife against any amounts owed to Supplier under this Agreement. Upon MetLife's request, Supplier shall timely participate in a review of any invoices and MetLife Purchase Orders to correct any discrepancies between the Parties' accounting systems (*i.e.*, "true-up").

14.4 Renewal Term Fees. Upon written notice from Supplier to MetLife, Supplier may increase fees no earlier than thirty six (36) months from the Agreement effective date, and thereafter no more than once every twenty-four (24) months, provided that under no circumstances may Supplier increase pricing exceeding the lesser of (a) two percent (2%) of the applicable fee charged by Supplier for such Services during the immediately preceding term or (b) the percentage increase in the Consumer Price Index (Workers) (CPI-W) of the U.S. Department of Labor (or most equivalent index) for the immediately preceding term.

14.5 Supplier Management. MetLife uses a third-party management company to administer certain activities on MetLife's behalf (*i.e.*, time collection, expense reimbursement and invoice management). To have invoices paid, Supplier is required to enter into an agreement with the management company. As between this Agreement and the management company agreement, for any conflicting terms, this Agreement shall supersede.

14.6 Expenses. MetLife will reimburse Supplier for pre-approved, documented, reasonable, timely submitted expenses "at cost" to Supplier in accordance with MetLife's Supplier Travel Policies & Procedures, which can be found at: https://www.metlife.com/content/dam/microsites/about/corporate-profile/pdf/MetLife_Supplier_Travel_Policy.pdf, and is subject to change without notice.

14.7 Taxes. Supplier is responsible for paying all taxes on payments by MetLife, Supplier's income, Supplier personnel, franchise taxes, federal, state and local income taxes, social security, unemployment, and for all other applicable taxes.

14.8 Shipping. All physical shipments are to be delivered as DDP to MetLife's instructed destination (per Incoterms 2010), and Supplier shall bear all risk of loss and damage until the time of proper receipt by MetLife.

14.9 Participation in Procurement Programs.

(a) Supplier will comply with risk assessment measurements and participate in ongoing monitoring efforts set forth in the MetLife Supplier Third-Party Risk Management Program at: <https://www.metlife.com/content/dam/metlifecom/us/homepage/about-us/corporate-profile/TPRM.pdf>, or equivalent program requested by MetLife.

(b) Upon reasonable request by MetLife for information in support of the MetLife Supplier Inclusion and Diversity Program, Supplier, in a timely manner shall provide available information from Supplier's internal systems to identify Supplier's annual spend with diverse businesses and to the extent reasonable the amount of annual spend per diverse businesses classification. Such classifications include, for example, businesses that have self-identified themselves as at least fifty-one (51%) owned as a minority business enterprise, a disability owned enterprise, or a Veteran's owned enterprise.

15. MISCELLANEOUS.

15.1 No Publicity. Supplier shall not identify, refer to, or use the name or marks of MetLife or any MetLife Affiliate or Agent (including any contraction, abbreviation or simulation), in publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising, without the prior written consent of MetLife.

15.2 Contents of Agreement. Under no circumstances shall either Party place any terms of this Agreement or a Statement of Work into the public domain, including on Supplier discussion boards or forums.

15.3 Assignment / Change-in-Control.

- (a) Attempted assignment of this Agreement or any rights or obligations hereunder without the prior written consent of the other Party shall be void, provided however that MetLife may assign this Agreement and/or its rights and/or obligations to Affiliates, or to successors-in-interest to the business to which this Agreement relates, and Supplier shall fully and unconditionally release the MetLife assignor from all obligations and liabilities arising hereunder on or after the date of assignment. Notwithstanding the foregoing, Supplier may assign this Agreement in the event of a merger, acquisition or sale of substantially all of Supplier's assets ("Merger").
- (b) Unless prohibited by Law, Supplier shall provide MetLife with thirty (30) days prior written notice of a Merger or change in control, in whole or in part, of Supplier or an entity that controls Supplier ("Change-in-Control").
- (c) In the event of a Merger or Change-in-Control of Supplier, MetLife may terminate this Agreement, effective immediately, if:
 - i. Supplier fails to give notice as set forth in subsection (b);
 - ii. the acquiring company is a competitor of, or is in dispute with, MetLife or is on the OFAC or similar list; or
 - iii. the Merger or Change-in-Control, in MetLife's sole but reasonable determination, may result in detriment to MetLife's brand, reputation or image, or to the quality of the Deliverables and/or Services.
- (d) This Agreement shall be binding upon the Parties' respective successors and assigns.

15.4 Divestiture. If any part of MetLife is divested (the "Divested Entity"), for a period of eighteen (18) months after such Divested Entity is no longer an Affiliate, and at no additional charge, MetLife may act as a service bureau to provide the Divested Entity with access to the Services, and Supplier shall provide Services to the Divested Entity under the terms and conditions of this Agreement, provided that the Divested Entity continues to comply with this Agreement.

15.5 Choice of Law. This Agreement and its performance shall be governed by, interpreted, and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflict of Laws rules (of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

15.6 Venue. The Parties submit to the exclusive jurisdiction of the courts of the State of New York, the United States District Court in Manhattan, City of New York, and appellate courts thereof for any dispute relating to this Agreement or its performance. This choice of venue shall apply notwithstanding that the provide Services and/or Deliverables in dispute may be located in or performed outside the United States.

15.7 ICC Arbitration. Any dispute arising outside the U.S. for which jurisdiction is declined by New York courts under Section 15.6 shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC").

- (a) A single neutral arbitrator, knowledgeable in the subject matter of the Agreement, shall be appointed by the International Court of Arbitration of the ICC (the "Court") in the manner set forth below:

- i. no more than thirty (30) days after the Request for Arbitration has been delivered to the ICC Secretariat, the Court shall provide a list of at least five potential arbitrators to the Parties;
 - ii. each Party shall have a period of no more than fifteen (15) business days in which to rank the proposed arbitrators and to register objections, if any;
 - iii. the Court shall consider the rankings and objections and appoint an arbitrator from the list no more than sixty (60) days after a Request for Arbitration has been delivered to the ICC Secretariat;
 - iv. if no one arbitrator can be selected from the list, the Court shall repeat the same process using a new list of potential arbitrators within the time frames set out above.
- (b) The place of arbitration shall be New York, New York, and the language shall be English. The rules for discovery or disclosure and the taking of evidence in the arbitration shall be the IBA Rules on the Taking of Evidence in International Commercial Arbitration. All costs and expenses of the arbitrator and the ICC shall be borne equally by the Parties. Each Party shall be responsible for its own attorney's fees.
- (c) The arbitration award shall specify the factual and legal bases for the award in writing. NOTWITHSTANDING THIS SECTION 15.7, IN NO EVENT SHALL ANY AWARD EXCEED THE LIMITATIONS OF LIABILITY SET OUT IN SECTION 10 OF THIS AGREEMENT.
- (d) All awards of the arbitral tribunal shall be final and binding on the Parties and judgment may be entered thereon in any court of competent jurisdiction. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in Manhattan, in the City of New York, and the appellate courts thereof to confirm the award and enforce judgment.
- (e) This ICC Arbitration provision shall survive the rescission or termination of the Agreement and shall be governed by and construed under the Laws of the State of New York, excluding its conflict of laws rules.
- (f) Notwithstanding the above, either Party may, at any time, seek a temporary restraining order, other injunctive relief, or other interim or provisional relief from a court of competent jurisdiction (i) to prevent reputational harm, breach of privacy or data, or infringement of intellectual property rights, or (ii) to ensure continuing performance of this Agreement.

15.8 Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unimpaired and remain in full force and effect. If practicable, the Parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision.

15.9 Rights / Remedies. Failure or delay by a Party in exercising any right or remedy in this Agreement, at Law, or in equity, shall not operate as a waiver thereof and does not preclude other or later exercise thereof, or of any other right or remedy provided herein, at Law or in equity. Each right and remedy is nonexclusive, cumulative and available in addition to every other right or remedy provided in this Agreement, at Law or in equity.

15.10 Survival. Supplier's representations, warranties, confidentiality, indemnification, recordkeeping and "no publicity" obligations, and intellectual property obligations pertaining to Deliverables and MetLife's payment obligations shall survive the expiration, termination or rescission of this Agreement.

15.11 Communications. All communications under this Agreement shall be in writing and deemed effective on (a) the date of personal service, (b) the day after delivery to an overnight carrier service, or (c) the fifth (5th) day after mailing, if by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to Supplier:	If to MetLife:
Markit North America Inc. 620 8th Avenue 35th Floor, New York, NY 10018	MetLife Services and Solutions, LLC Global Procurement - Chief Procurement Officer 200 Park Avenue, 6 th Floor, New York, NY 10166-0005 ProcurementContracts@MetLife.com <u>With a copy to:</u> MetLife Legal Affairs Chief Counsel, General Corporate Section 200 Park Avenue, 4 th Floor, New York, NY 10166-0005


A change of address notice shall be deemed effective ten (10) days following delivery.

15.12 Entire Agreement. This Agreement constitutes the entire understanding between the Parties and governs any Statement of Work and MetLife Purchase Order. No amendment or modification to this Agreement shall be valid or enforceable unless in writing and executed by authorized representatives of both Parties. No waiver shall be valid or enforceable unless in writing and executed by an authorized representative of the waiving Party.

15.13 Order of Precedence. In the event of a conflict between this Agreement and a Statement of Work, the Agreement shall take precedence in every instance unless the Statement of Work (i) makes clear that the Parties desire to make an exception or modification pertaining to that individual Statement of Work, (ii) states the Section(s) of the Agreement that is/are excepted or modified for that individual Statement of Work, and (iii) is executed by an authorized signatory of each Party.

15.14 Counterparts. This Agreement may be executed in counterparts, each deemed an original. Facsimiles of a Party's authorized representative's signature and electronic signatures are binding.

The Parties have caused this Agreement to be executed by their respective authorized representatives.

MARKIT ON DEMAND INC.	METLIFE SERVICES AND SOLUTIONS, LLC
By: 	By: 
Name: Catherine Allegra	Name: Brian Kelly
Title: SVP Markit	Title: VP Global Strategic Sourcing

DR

RT

SCHEDULE A – IT CONTROLS REQUIREMENTS

I. POLICY AND COMPLIANCE OBLIGATIONS

1. Due Diligence and Compliance information requests.

1. MetLife Supplier Risk Assessment Process.

- a) Supplier shall comply with the MetLife Supplier risk assessment requirements prior to performance of Services and with periodic re-certifications or reassessments thereafter; at a minimum once per year and at MetLife's option whenever there is a breach of security or the provisions hereof.
- b) Supplier shall certify compliance with MetLife IT policies and standards through the MetLife Supplier risk assessment process, including:
 - i. Completing risk assessment questionnaires provided by MetLife within thirty (30) days.
 - ii. At least once every two (2) years, conducting a risk assessment of all vendors to whom it has transferred MetLife Information.
 - iii. For all Supplier facilities and applications where MetLife Information is accessed, processed, stored and/or transmitted, annually providing MetLife with a current SOC 2 Type II Report attesting to no less than the Security and Availability and Principles specified by the AICPA, ISO 27001 certification, or another independent audit report/certification similar in scope.
 - iv. Continuous testing of control effectiveness throughout the term of the Agreement through subsequent SOC 2 reports, ISO certifications, and/or other independent audit reports.
 - v. Issuing or providing MetLife access to each year during the term of the Agreement an annual SSAE18/SOC1 Type 2 report that covers Supplier's controls and procedures for each facility where Services for MetLife are being performed, encompassing at least nine months of the calendar year.
 - vi. Remediating issues identified by the MetLife Supplier risk assessment process in a timely manner commensurate with the risk and consistent with insurance industry best practices and standards.

MetLife may immediately terminate the this Agreement, a Statement of Work, and/or MetLife Purchase Order, in whole or in part in the event Supplier fails to provide MetLife with complete information as required herein, or fails to provide MetLife with the access necessary for MetLife to complete its IT security assessment

Client shall treat all information which it receives, directly or indirectly, pursuant to this Section as Confidential Information of Supplier.

Should Client's regulator require a follow-up to the aforementioned standard information request response, Supplier shall make available for follow up the requested personnel with knowledge as to the applicable Services area.

2. Information Risk and Security Policies. Supplier shall have comprehensive information risk and security policies (including technical security policies and standards) governing all Services, and shall update, review, and recertify them at least annually.

II. SUPPLIER REQUIREMENTS Supplier must adhere to the following whenever it accesses, hosts, stores, processes, and/or transmits MetLife Information, including, without limitation, application hosting, cloud services or core infrastructure services (e.g., network bandwidth, and production system monitoring).

1. Security Controls. Supplier shall implement and maintain the following security controls for MetLife Information consistent with industry best practices:
 - a) Controls; Policies & Procedures: Appropriate technical and administrative controls, and organizational policies and procedures.
 - b) Access Authorization. Access controls for provisioning users, which shall include providing MetLife with a mechanism to view MetLife users and their access privileges to the extent any such users have access to Supplier systems.
 - c) Audit Logging. System and application audit logging where technically possible. Supplier must retain logs for a minimum of six (6) months, verify such logs periodically for completeness, and make such logs available to MetLife upon request.
 - d) Malicious Codes/Software Disabling Items. Malware prevention software (e.g. antivirus, antispyware) at both server and client levels, with daily updates, a quarantine and remediation process, and most current versions

installed within 90 days of release. Supplier shall not introduce any malicious codes or commands to any MetLife system, nor shall Supplier connect to or install any software, hardware or other equipment on MetLife system(s) without the prior written approval of MetLife.

- e) **Intrusion Detection:** IDS solutions are deployed, designed to detect and prevent anomalous activity within the Supplier network. In addition, all Supplier system builds include Antivirus, Anti Malware, and DDOS Protection, to detect and prevent unauthorized access to systems. Network traffic is encrypted to prevent malicious sniffing of data as it traverses the web. Access rights by privileged users are provisioned based on roles.
- f) **Network Security.** Network and IT security controls that follow insurance industry best practices, including:
 - i. A high-level sanitized network diagram, which shall be provided to MetLife upon request.
 - ii. Implementation of a three-tier architecture design (e.g., at least two (2) firewalls or logical segregation configurations) to protect the application's data tier, which should be clearly depicted on the aforementioned network map for any Internet-facing application with MetLife Information.
 - iii. A program for evaluating security patches and implementing patches using a formal change process within the time limits specified in subparagraph (vi) below, along with provisions for applying emergency patches.
 - iv. A minimum of weekly vulnerability scans on all Internet-facing systems and monthly scans on all other systems supporting MetLife, its business partners, or its customers.
 - v. Reserved
- g) **Penetration Testing and operational controls**
 - i. No more than once per annum, Supplier shall allow, at MetLife's expense, a third-party service provider to perform Penetration Testing of Supplier Systems related to the provision of Services.
 - ii. In relation to such penetration testing and ethical hacking activities: (i) upon request and in a timely manner, a copy of the management summary of penetration test report will be shared, which shall include high level details of the results of Supplier's investigations. Such report shall be deemed Confidential Information of Supplier. (ii) Supplier shall resolve in a timely manner any critical and major security risks identified as a result of such activities to the extent the identified risks demonstrate that the Services do not meet the requirements set out in this Addendum. Supplier shall also provide to MetLife the contact information for a Supplier person who may be contacted by MetLife for discussion of any specific findings on the report.
 - iii. Supplier shall engage an independent auditor to conduct and evaluate an audit that tests and validates Supplier's key controls (e.g., SSAE 16 Type 2, AT101 SOC2 – Type 2 or SOC3 reports, or other generally-accepted control assessment in the financial services industry); and (ii) update such audit report annually. Upon MetLife's request, Supplier will provide a summary or extract of such reports to MetLife.
 - iv. Documentation of identified vulnerabilities ranked based on risk severity, and corrective action according to such rank. Critical or high risks must be remedied within 30 days from incident identification, unless an appropriate risk acceptance or risk mitigation strategy has been identified and mutually agreed to... MetLife may at any time request, and Supplier shall provide, evidence of corrective action.
 - v. Reserved.
- h) **Asset Management.** An asset management policy in accordance with industry best practices, including asset classification (e.g., information, software, hardware).
- i) **Mobile Devices.** If personal mobile devices are used to access MetLife Information in the provision of Services, mobile device management controls consistent with industry best practices, and encryption of MetLife Information accessible on such devices in accordance with Sec. 2(c) below.
- j) **Downstream Service Providers.** A due diligence review at least once every two years of any critical downstream service providers (e.g., third party service providers, subcontractors, or outside parties) that may have access to MetLife Information. Such providers shall have information security controls similar to and no less protective of data than the requirements in this Schedule. Upon request from MetLife, Supplier shall make available to MetLife a summary of due diligence for such downstream service providers.
- k) **Physical and Environmental Controls for Datacenter Environments.** Controlled access areas on Supplier premises or at third party hosting facilities for all system and network infrastructure components providing Services to MetLife. Supplier shall be solely responsible for the operation of all datacenter facilities in which MetLife Information is stored, processed, and/or accessed, and, provided that MetLife shall have reasonably

relied upon and followed Supplier's instructions in accessing said facilities, MetLife hereby disclaims all responsibility for it and its authorized users.

- l) **Services Environment.** To the extent that MetLife Information is stored, processed and/or transmitted in a multitenant hosting environment, Supplier shall implement and maintain the cloud computing controls set forth in subparagraph (k) below, consistent with industry best practices.
- m) **Cloud Computing.** To the extent that MetLife Information is stored, processed and/or transmitted in a shared computing environment, Supplier shall implement and maintain controls consistent with industry best practices for cloud computing, including but not limited to the Cloud Security Alliance, FEDRAMP, ISO 27002 and/or other accreditations commensurate with the data in scope (e.g., HIPAA and PCI).

2. Data Security.

- a) **Testing.** Supplier shall not use MetLife Information for testing purposes unless the data has been de-identified or masked to MetLife's reasonable satisfaction, and all Supplier personnel involved in the testing are preauthorized by Supplier to access the data. Any such authorized MetLife Information that is copied to a test system must be covered by the same controls that apply to the production version, including all legal, regulatory, and security requirements.
- b) **Remote Access.** If Supplier Personnel have remote access to email (e.g., use a webmail client interface or use personal devices on Supplier networks), Supplier must have in place security measures such as data loss prevention so that MetLife Information is not accessible outside of the Supplier network, and Supplier Personnel may not transmit MetLife Information to computers and devices outside of Supplier's control, such as personal or public computers or hotel business centers.
- c) **Encryption.** For MetLife Information in transit Supplier must use Transport Layer Security or the latest secure protocol with at least 128-bit encryption for secret key cyphers, and must use 1024-bit for public/private key algorithms for all MetLife Information in transit over unprotected networks. For MetLife Information at rest, Supplier must use Advanced Encryption Standard with at least 256-bit encryption or stronger.

3. Application Security.

- a) **Authentication.** All passwords for applications that access, process, store, and/or transmit MetLife Information shall adhere to industry best practices.
- b) **Federation Trust Models.** Applications using a federation trust model (e.g., Security Assertion Markup Language (SAML) 2.0, Active Directory) with MetLife as the exclusive authentication mechanism for MetLife users must comply with all such password requirements by design. To the extent that an application is intended for use by external customers (e.g., MetLife policyholders), less restrictive password requirements may be used pursuant to terms specified in an applicable Statement of Work.
- c) **Government ID Use Prohibited.** Supplier may never use a social security number or any other governmental identification in whole or in part to access an application or system. For the avoidance of doubt, the use of the last four (4) digits of a social security number to access information is not permitted.

4. Vulnerability Testing Where Services include Supplier hosting an Internet-facing web application, Supplier must:

- a) Allow MetLife authorized staff to conduct authenticated web application vulnerability testing, at mutually agreeable times for each applicable in-scope web application.
- b) Upon request from MetLife, provide MetLife with a summary report from recent web application vulnerability testing, inclusive of a vulnerability scan, static code analysis, and ethical hacking if application risk warrants, performed within the last 12 months by an independent third party.
- c) Document all identified vulnerabilities and rank each by risk based on severity.
- d) Reserved

Critical or high risk vulnerability findings should be remedied as soon as possible and in any case within 30 days from identification, unless a documented risk acceptance or risk mitigation plan has been approved by the relevant stakeholders.

- e) Provide MetLife with evidence that identified vulnerabilities have been corrected if requested by MetLife.

5. Incident Detection, Response, and Reporting. Supplier shall:

- a) have operational host and network-based Intrusion Detection Systems (“IDS”) and/or Intrusion Prevention Systems (“IPS”), which shall be updated and monitored regularly by Supplier;
- b) implement procedures to apply emergency IDS/IPS updates, as necessary;
- c) have a clearly defined and documented escalation and communication process (internal and external), in the form of a Computer Security Incident Response Plan (“CSIRT” Plan), to be employed in the event of an incident. Such CSIRT Plan shall conform to best practices (e.g., NIST 800-61, ISO 27035) and shall include a Supplier point of contact that will be responsible for contacting MetLife in the event of a security incident. The CSIRT Plan and any associated testing shall be made available to MetLife upon request.
- d) test the CSIRT Plan at least annually (e.g., tabletop exercise) and document testing details;
- e) without undue delay, report to MetLife any unauthorized use, loss, or disclosure of MetLife Information;
- f) cooperate fully with MetLife in investigating any such unauthorized use, loss, or disclosure, and take all actions required by Law and as may be necessary or reasonably requested by MetLife to mitigate the problem, such as notifying affected individuals and/or governmental entities, minimizing any resulting damage, and reviewing MetLife’s written recommendations to enhance Supplier’s security measures after a forensic investigation or audit (e.g., implementing encryption solutions);
- g) obtain written instruction from MetLife before notifying any affected individuals and/or governmental entities;
- h) ensure that any Agent to whom it transfers or discloses MetLife Information implements and maintains a data privacy incident reporting process for the prompt reporting of any privacy or data security breach to Supplier that at a minimum meets the requirements set forth in this section for Supplier, who, in turn, shall promptly report this information to MetLife; and
- i) be responsible for all expenses related to all Supplier actions taken during the security incident notification and remediation process.

6. Business Resilience. Supplier shall adhere to the following requirements:

- a) Back up MetLife applications, data, and software on a regular basis.
- b) Have available and support all infrastructure for MetLife applications and data in a tested and managed disaster recovery program that includes storage capacity, processing power, points of presence, power generators, and backup power.
- c) Have in place a tested business continuity plan that covers infrastructure and applications used to host MetLife data or provide Services to MetLife.

SCHEDULE B – APPROVED SUBCONTRACTORS

The subcontractors listed below are approved subcontractors under this Agreement:

NTT Data Services, LLC: Data Center Operations, Infrastructure as a Service (IaaS)

Globant: Development, Quality Assurance (QA), Dev/Ops

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

HOSTED SERVICES ADDENDUM

This HOSTED SERVICES ADDENDUM ("Addendum") is incorporated into the Master Procurement Agreement and shall apply to all MetLife Purchase Orders, Statements of Work, and/or other business arrangements between the Parties that involve Hosted Services.

1. DEFINITIONS. The terms below are defined as follows:

"Authorized Users" means those MetLife Agents requiring use of the Hosted Services in order to perform certain tasks for MetLife, solely in furtherance of MetLife's business operations.

"Cloud Computing" means any shared computing environment in which a set of systems and processes act together to provide services in a manner that is disassociated with the underlying specific hardware or software used for such purpose.

"Documentation" means all written (including electronic) technical, user, and operational materials or specifications published by Supplier or provided to MetLife applicable to the Hosted Services including, but not limited to, Supplier's responses to MetLife's requests for information, quotes or proposals.

"Hosted Services" means software installed, hosted, and accessed entirely from a remote server or location such as SaaS Services, PaaS (Platform as a Service), or Cloud Computing.

"Services", as used in the Agreement, shall include the Hosted Services and Support.

"SaaS Services" means the on-demand, Web-based service offered by Supplier on Supplier Systems during the term set forth in a Statement of Work or a MetLife Purchase Order.

"Scheduled Maintenance Downtime" means downtime of the Hosted Services during which scheduled maintenance is performed. It is to be performed during the hours of (i) midnight (Friday-Saturday) to 7:00 a.m. Saturday U.S. Eastern Time; or (ii) midnight (Saturday-Sunday) to 7:00 a.m. Sunday U.S. Eastern Time.

"Support" means the support services set forth herein, and such maintenance and/or support purchased by MetLife from Supplier as listed on a Statement of Work and/or MetLife Purchase Order.

"Supplier Systems" means (i) all telecommunication, online and computer systems, and programs, owned by, licensed to and/or operated by Supplier, (ii) all Supplier property interfacing therewith and (iii) the data transmitted via such systems used to provide the Hosted Services hereunder.

"System Availability" means the percentage of total time during which the SaaS Service is available to Customer less the Scheduled Maintenance Downtime, which should be less than 8 hours per month and be performed during the hours of (i) midnight Friday to 7:00 a.m. Saturday U.S. Eastern Time or (ii) midnight Saturday to 7:00 a.m. Sunday U.S. Eastern Time.

"Incident" means any issue that prevents the Customized Solution from functioning as intended in a production environment.

"Incident Response" means Supplier's standard process for handling Incidents, including internal and external communication, documentation and resolution.

"Incident Manager" means Supplier staff trained in Incident Response; capable of coordinating Incident investigation and responsible for communicating technical details to Client and Supplier staff.

2. SERVICES.

2.1 Hosted Services. Supplier shall provide MetLife the Hosted Services on the Supplier Systems in a manner more fully described in the Agreement, the applicable Statement of Work and/or MetLife Purchase Order, and in compliance with the applicable service level metrics.

2.2 Grant/Restrictions. Supplier hereby grants to MetLife and its Authorized Users a worldwide, non-exclusive, non-transferable (except as provided herein), right to access, integrate and use, in the course of MetLife's business operations, the Hosted Services, including but not limited to accessing the Supplier Systems, and processing its own information and that of its Affiliates and clients as part of its business in accordance with the provisions of the Statement of Work or MetLife Purchase Order.

2.3 Supplier Changes to Hosted Services. Supplier shall not make any change to the Hosted Services that materially adversely affects the function, performance or resource efficiency of the Hosted Services to MetLife, or results in an increase in MetLife's charges or costs, without MetLife's prior written approval. In the event such change is made without MetLife's prior written approval, MetLife may terminate the Agreement, applicable Statement of Work, and/or MetLife Purchase Order, in whole or in part.

3. REPRESENTATIONS, WARRANTIES & COVENANTS.

Supplier represents warrants and covenants that the Documentation is current and accurately describes the Hosted Services providing sufficient instructions to allow MetLife to use the Hosted Services to its full functionality and capacity, and shall be promptly revised and/or supplemented to reflect all changes and/or modifications to the Hosted Services.

4. ONGOING COMMITMENTS.

Unless otherwise specified in a Statement of Work, throughout the period during which Supplier is providing Services, Supplier shall ensure the following:

- a) Supplier will ensure that the Hosted Services will be available at least 99.9% of the time as measured over each calendar month during the Term ("Uptime Requirement").
- b) Monitoring Approach: Supplier will choose one or more pages of the Customized Solution to monitor in order to determine Uptime. Page selections will be reviewed with the Client to ensure appropriateness. Each page will be monitored continuously from more than one location outside of Supplier's network on a round-robin basis at least once per minute. A page fails a monitoring test if two monitoring locations fail to access a page in two successive tries from each monitoring location.
- c) Uptime Calculation: Uptime will be calculated at the end of each month based on data provided by Supplier's external monitoring provider. A page will be considered to be unavailable from the time of the first failure until the first subsequent success. All such intervals will be reviewed and validated by Supplier. Uptime will then be calculated as the sum of all periods during which the page was available during the calendar month, divided by the total time in the month. One percentage will be calculated per month. Scheduled Maintenance Downtime below shall not be included for purposes of calculating Uptime.
- d) Exclusions: Any failure due to an outage of a Third Party will be excluded from the Uptime calculation.
- e) Credits: If, in any calendar month during the Term, Uptime falls below the Uptime Requirement, Supplier will grant Client a credit for that month based on the table set forth below, calculated as follows: the percentage set forth in the table below multiplied by the Service Fees due for the same period.

Service Level Metric	Uptime	Credit
Uptime	99.80-99.89%	5%
	99.70-99.79%	10%
	99.60%-99.69%	15%
	99.50%-99.59%	20%
	99.49% or less	50%

5. SUPPORT SERVICES. Supplier shall provide MetLife Support for the Hosted Services, at no additional cost or expense, consisting of the following:

- a) Supplier shall provide 24 hours a day/7 days a week telephone assistance and 24 hours a day/7 days a week email assistance for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below. Supplier's tier 1 support center ("Tier 1") can be reached at MOD-NOC@ihsmarkit.com or +1.303.583.4308. Response to any escalation will be from a technical incident responder in the Tier 1 and not an automated reply.
- b) Supplier shall correct all problems that are reported by MetLife or of which Supplier otherwise becomes aware in accordance with the following (whether reported by MetLife or via Supplier internal monitoring alert):

Severity Level	Definition
Sev 1 – Total Outage	An Issue that has major widespread effect on all Supplier clients and/or end users. Example: complete inaccessibility or unavailability of the solution due to a major failure across multiple clients
Sev 2 – Major Outage	An Issue that has significant impact on MetLife and/or its end users. Examples: complete inaccessibility or unavailability of the solution or a key page or module therein
Sev 3a – Major Impact	An Issue that affects one of Supplier's products or services, multiple users; a single symbol's business critical content; Examples: multiple data points on multiple securities have discrepancies or multiple incorrectly calculated data points, intermittent/sporadic issues.
Sev 3b – Minor Impact	Any minor service or data degradation or stale non-business critical data. Examples: multiple documents or multiple symbols impacted by same data point.
Sev 6 – Minor Issue and Inquiries	An Issue has some impact on MetLife and/or end users but has no material impact. Examples: a single data point has discrepancies; a question about a single data source or calculation of a data point.

Note: Sev 4 and Sev 5 issues are reserved for internal issues.

If, as a result of the ongoing investigation, severity is determined to be lower or higher than initially observed, Supplier will reset severity level and response expectations. Incidents caused by Supplier third party vendors (contracting directly with Supplier) will be classified and handled the same as Supplier-related issues.

- c) Supplier will provide status updates with the following frequency:

Sev 1 – Total Outage:	Every 30 minutes until Supplier identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Supplier will provide Client with the estimated time of completion.
Sev 2 – Major Outage	Every 30 minutes until Supplier identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Supplier will provide Client with the estimated time of completion.
Sev 3a – Major Impact:	Every 4 hours until Supplier identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Supplier will provide Client with the estimated time of completion.
Sev 3b – Minor Impact:	Daily updates until Supplier identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, Supplier will provide Client with the estimated time of completion.
Sev 6 – Minor Outage and Inquiries:	Once the problem is identified, Supplier will provide Client with an estimated time of completion.

- d) Upon notice of any Incident related to any part of the services provided by Supplier to MetLife, Tier 1 personnel will initiate the Incident Response procedure and provide the Supplier tracking ticket number within 15 minutes. Tier 1 will respond within 15 minutes of receiving notice of the Incident, regardless of severity level.
- e) For all issues classified “Sev 1 –Total Outage” or “Sev 2 – Major Outage” as per Section 2.5 below, Tier 1 will contact an Incident Manager in conjunction with creating the initial tracking ticket. The Incident Manager will join the investigation within 15 minutes during Supplier’s core support hours (24 hours a day, Monday through Friday, excluding holidays) and within 30 minutes otherwise (including weekends). The Incident Manager will provide Client with proactive status updates via email or phone.
- f) Supplier will respond to Incidents, requests for maintenance, support service escalations, or queries from Client or approved representatives of Client only. Should an end user contact Supplier directly, Supplier will (i) instruct the end user to contact Client directly and (ii) request the Project Manager to follow up with Client.
- g) The Markit Incident Manager will be available to join a bridge line or other such cooperative coordination effort to resolve a Sev 1 –Total Outage or Sev 2 – Major Outage Incident.
- h) Markit may proactively initiate conference calls or bridge lines where Markit deems it necessary or helpful to resolving any Incident.

6. **MAINTENANCE**

- a) Supplier will give MetLife at least five (5) business days prior notice (email to suffice) of any scheduled maintenance. Scheduled maintenance whereby the availability of the solution is impacted shall occur no more often than once per month. Scheduled Maintenance Downtime shall not be included for purposes of calculating Uptime.
- b) Supplier may perform additional unscheduled maintenance as necessary to support the delivery of the solution. MetLife will be notified of such maintenance as far in advance as practical. Supplier will endeavor to perform additional maintenance activities in such a way as to minimize impact to Uptime. The impact on Uptime as a result of such unscheduled maintenance shall be included for purposes of calculating Uptime.

7. **TERMINATION OF SERVICE**

- a) MetLife shall have the right to terminate services upon written notice if Uptime drops 99.60% for a period of 3 consecutive months.
- b) In the event Client exercises such right of termination, no payments will be due to Supplier with respect to any periods occurring after the date of termination. If MetLife has prepaid any monies for periods after the date of termination, Supplier shall issue a refund to MetLife.