AMENDMENT NO. 1

This **AMENDMENT** amends the Statement Of Work #56 ("**SOW**" or "**Statement of Work**") entered into and between by the RBC Entity and Supplier Entity pursuant to the MSA, as specified below. References to "MD" or "Markit" and "Client" (as the case may be in the SOW) shall be read, for the purpose of this Amendment, to mean "Supplier" and "RBC" as defined herein

This Amendment is effective as May 19**,** 2023 (the "**Amendment Effective Date**").

AMENDMENT SUMMARY	
Amendment No:	1
Amendment Summary:	This amendment is to expand the scope in a Phase 2 of the project. For clarity, the scope in the original SOW is referred to as Phase 1 and expanded scope is Phase 2. Phase 2 is for modernization of a legacy, fully-hosted experience into a new architecture that delivers both data and functionality via API.
Total cost this Amendment:	418,000.00 USD
Cumulative cost to date under SOW:	

Agreement name	Cumulative cost (USD)
CTR021523	101,000.00
CTR021523-1	519,000.00

MASTER AGREEMENT DETAILS (the "MSA")	
Supplier Lead Party:	Markit On Demand, Inc.
RBC Lead Party:	Royal Bank of Canada
Master Agreement Effective Date:	November 1, 2011
Master Agreement Contract Number:	2011132
DETAILS OF THE STATEMENT OF WORK #56	
Supplier Entity (referred to herein as "Supplier"):	Markit North America Inc. (an affiliate to Markit On Demand, Inc.)
RBC Entity (referred to herein as "RBC"):	RBC Capital Markets, LLC
SOW Effective Date:	September 6, 2022
SOW Contract Number:	CTR021523

In consideration of the mutual covenants and agreements and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), RBC and Supplier agree to amend the SOW as follows:

1. **Amendment**. Section 1 (Project Scope) of the **Statement of Work** is amended by adding the following:

Phase 2 - Project summary:

This phase of the project (the "**Phase 2**") entails a complete modernization of a legacy, fully-hosted experience into a new architecture that delivers both data and functionality via API, for which RBC aims to develop a responsive user interface.

The services for Phase 2 to include the following:

a) My Updates tab
   o Create endpoint to retrieve current My Updates panel configuration, including all the items to display and their counts since last read
     ⌨ What a user currently has saved will need to be retained in the response back from this API.
   o Create an endpoint to update the current configuration (add, remove, or reposition widgets)
   o Logic for updating last viewed analysts, companies, etc.
b) Missing search filters, thus creating endpoints to
   o list the different report types
   o search for company by name or symbol
   o search for subjects
   o search for sectors/industries
c) Saved Searches
   o Create an endpoint to retrieve a list of saved searches
     ⌨ Preservation of user's existing saved searches at switch-over, thus some logic to convert between formats
   o Create an endpoint to create a new saved search
   o Create an endpoint to delete a saved search
d) Subscriptions, thus creating endpoints to
   o list all saved subscriptions
   o create a new subscription
   o delete a subscription
   o update a subscription (in particular, the frequency)
e) Extra data (Analyst page)
   o Create an endpoint to retrieve the coverage table
f) Extra data (Company page)
   o Create endpoint(s) to return chart images
   o Create endpoints to retrieve general company data: About the company, performance summary, ratios, key metrics, etc.
g) Assumptions
   o There are no functional changes between existing Insight research portal and future experience built by RBC on top of new architecture
   o New architecture supports 3 user tiers for which documentation is to be provided to RBC:
     ⌨ PCG clients US
     ⌨ Self-directed clients Canada
     ⌨ Advised-clients Canada
   o Only existing data feeds and QIDS are utilized
   o Charting will remain image-based
   o Markit will inform RBC development of inputs and responses to select endpoints
• Hosting Services include:
   o Hosting in redundant data centers
   o 24/7/365 support through Markit's Tier 1 Support Center formerly known as Network Operations Center and located in Boulder, Colorado
   o Ongoing data feed support and management for proprietary Client and third-party sources
   o Access to proprietary systems, including Markit's proprietary symbol cross-reference system
   o Security

2. **Amendment**. Without prejudice to any outstanding fees that became payable prior to the Amendment Effective Date, Section 4 (Service Fee) of the **Statement of Work** is deleted in its entirety and replaced with the following:

The Service Fee for the work enumerated in this SOW shall consist of the following:

Service Description	Invoice Start Date	Fee (USD)
One-time development fee (Phase 1)	Launch Date for phase 1	65,000.00
Hosting Services Fee (monthly)	Launch Date for phase 1 (24 months)	1,500.00
Phase 2 - One-time Development Fee	Phase 2 - Launch Date (as defined in Section 6 below)	390,000.00
Hosting Services Fee (monthly)	Phase 2 - Launch Date (estimated 14months)	2,000.00
TOTAL FEES		**519,000.00**

For the avoidance of doubt, commencing on Phase 2 - Launch Date RBC shall be invoiced a monthly fee of $3,500 per month for the Hosting Services provided by Markit in Phase 1 & 2. Phase-2 One-time Development Fee will be invoiced on the Acceptance Date for Phase 2.

Three (3) hours of maintenance and support per month is included in the Service Fee and is available to Client at no additional charge. Client may request additional support beyond the three hours at the rate of $185 per hour.

3. **Amendment**. **Section 5. Term** in the **Statement of Work** is deleted in its entirety and replaced with the following:

Initial Term: November 22, 2022 – November 21, 2024

Renewal:

This SOW shall commence on the Effective Date and remain in effect for two (2) years from the Launch Date of phase 2 ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to renew the term no later than thirty (30) days prior to the expiration of the then current term.

Service Fees are (unless otherwise specified in the Transaction Agreement) fixed for the duration of the Initial Term and for the first three renewal Initial Terms and may be increased on notice to RBC in the renewal notice by an amount not to exceed lesser of 2% and a percentage increase that does not exceed the percentage increase in the prior year's CPI, provided however that if the fees generally charged by Supplier to its other customers as at the effective date of the renewed Initial Term are less than the fees that would be charged by Supplier in the renewed Initial Term as provided above, then the fees will be such lesser fees.

4. **Amendment.** The following has been inserted as **Section 9- Service Levels** in the **Statement of Work**:

The service levels applicable to the provision of MOD Services work enumerated in this SOW by Markit are as follows: As per Section 14 of the Agreement.

5. **Amendment**. The following has been inserted as **Section 10-Business Continuity** in the **Statement of Work:**

The business continuity terms for this SOW are as follows: As per Section 15 of the Agreement.

6. **Amendment**. The following has been inserted as **Section 11-Winding Down** in the **Statement of Work:**

   The Winding Down terms applicable for this SOW are as follows: As per Section 17 of the Agreement.

7. **Amendment**. Section 6 (Acceptance) in the **Statement of Work** has been deleted in its entirety and replaced with the following:

   "Acceptance Date" means the date RBC provides a written notice to the Supplier that RBC has accepted the implementation of the Hosting Services or, if Client fails to provide written notice of acceptance or rejection 10 days following the end of the Testing Period, Markit will deem the solution accepted and may invoice at such date..

   "Available" means the Software is available and operable for remote access and use by RBC in material conformity with the documentation provided by RBC, and "Availability" has a corresponding meaning.

   "Hosting Services" means Supplier providing the infrastructure, including hardware, software, and communications lines, and the services necessary to run and maintain the Software and make it Available to RBC.

   "Phase 2 - Launch Date" means the date agreed to by RBC and Supplier for RBC to begin using the Software as part of the Hosting Services, the whole following successful testing and acceptance of the Hosting Services by RBC.

   "Software" means the solution provided by Markit to Client, as described in Section 1 of this SOW.

   "Testing Period" means five (5) business days for Client to test the implementation of the Hosting Services.

   6.1 Acceptance Testing

   (a) RBC will have the right to test the Hosting Services to determine if, following completion of the implementation, the Software is Available. For the purpose of this Section, Markit will provide reasonable assistance to RBC in connection with the following:

   i.   Development, testing and integration support in for items described in Section 1 (a) through (f)

   ii. Production implementation support for items in Section 1 (a) through (f)

   (b) RBC will accept the Hosting Services at the end of the Testing Period if the Software is Available.

   (c) If, following completing of the implementation, the Software is not Available, RBC will notify Markit of the deficiencies in the Hosting Services and the reasons for RBC's non-acceptance. Upon receipt of that notice, Supplier will have 10 days to modify, adjust or repair the deficient item, at no cost to RBC, so that the Software is Available. The acceptance procedures described in paragraphs (a) and (b) will then be repeated.

8. **Entire Agreement**. This Amendment and the MSA and the Statement of Work(s) referred to above, will henceforth be read together and will have effect so far as practicable as though all the provisions thereof and hereof were contained in one instrument. Except as expressly amended, modified and supplemented hereby, the provisions of the MSA and the Statement of Work(s) referred to above are and will remain in full force and effect.

9. **Governing Law**. This Amendment and all Proceedings arising out of or in connection with this Amendment will be governed by the laws as set out in subsection 9.1 of the MSA.

10. **Definitions.** Capitalized terms used but not defined in this Amendment have the meanings given in the MSA or relevant Statement of Work.

11. **Counterparts**. This Amendment may be signed electronically and in any number of counterparts, all of which taken together will constitute one single document. The electronic exchange of signed copies (including PDF copies or other legible image files) of agreements will be (among other methods of delivery) sufficient to bind the parties.

12. **Conflict**. In the event of any conflict between the terms of the MSA and the Statement of Work(s) referred to above and this Amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, RBC and Supplier have each caused this Amendment to be signed and delivered by their duly authorised representatives as of the Amendment Effective Date.

RBC CAPITAL MARKETS, LLC

Per: _____
E-SIGNED by Greg Beltzer
on 2023-05-26 14:47:48 GMT

Name: Greg Beltzer

Title: Head of Technology
I have authority to bind RBC

MARKIT NORTH AMERICA, INC.

Per: _____
E-SIGNED by Renee Spampinato
on 2023-05-26 21:56:54 GMT

Name: Renee Spampinato

Title: Head of Markit Digital
I have authority to bind Supplier