

S&P Dow Jones Indices

A Division of S&P Global

ORDER SCHEDULE NUMBER 7 END OF DAY INDEX DATA

This Order Schedule Number 7 ("Order Schedule"), entered into by and between S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC), a Delaware limited liability company ("S&P") and Licensee (as set forth below) is issued pursuant to, and incorporates herein, the Master Distribution Agreement by and between Licensee (as successor-in-interest to Wall Street On Demand) and S&P Dow Jones Indices LLC or its affiliate dated as of the Effective Date set forth below (the "Agreement"). Terms used herein and not otherwise defined have the meanings assigned to them in the Agreement.

Licensee:	Markit On Demand, Inc.		
Effective Date of the Agreement:	April 1, 2005	Contract Number of the Agreement:	00007435.0
S&P Client Coverage:	Richard Sheridan, Index Data Services		
1. Commencement Date of this Order Schedule:	December 1, 2019		
2. Term of Order Schedule:			
(a) Initial Term (from Commencement Date):	One (1) year		
(b) Renewal Term (if not one (1) year):			
3. S&P Services:	Services listed on the attached <u>Exhibit A</u> .		
4. Licensee Service:	See description of the Licensee Service on the attached <u>Exhibit B</u> .		
5. Description of "Subscribers":	(a) <u>Authorized Users</u> , which for the purposes of this Order Schedule shall mean only those employees of Licensee who directly support the Licensee Services listed in Exhibit B herein. (b) <u>Distributor Customers</u> (as defined in <u>Exhibit C</u>). (c) <u>Visitors</u> , which for the purposes of this Order Schedule shall mean those end-users of the White-label Sites (as defined in Exhibit B).		
6. Territory:	Global		
7. Use and Restrictions on Use:	See description of Use and Restrictions on Use on the attached <u>Exhibit C</u> .		
8. Fees and Payment Terms:	See the attached <u>Exhibit D</u> for fees and payment terms.		
9. Delivery to Licensee:	See the attached <u>Exhibit E</u> for delivery specifications and terms of delivery.		
10. Notices (pursuant to §16K of the Agreement):			
	<u>Notice to Licensee:</u>	<u>Notice to S&P:</u>	
	Markit Group Limited	S&P Dow Jones Indices LLC	
	450 W. 33 rd Street, 5 th Floor	55 Water Street, 44 th Floor	

New York, NY 10001

New York, NY 10041

Attention: Michael Salerno

Attention: Chief Commercial Officer

11. Electronic Agreement "Opt Out":

☐ Unless a party executing this Order Schedule opts out by checking this box (therefore requiring the original Order Schedule be maintained in paper form), the parties agree that the electronic copy of this Order Schedule retained by S&P will be the "original", written, complete and exclusive statement of this Order Schedule.

This Order Schedule, including the accompanying Exhibits, supersedes all previous Order Schedules between the parties with respect to its subject matter. The undersigned acknowledges that he/she is authorized to execute this Order Schedule on behalf of Licensee (including any affiliates of Licensee listed above) and S&P, respectively. The signatures below are evidence of each party's agreement to be bound by the terms and conditions of the Order Schedule and the Agreement, which is incorporated herein by reference as if set forth at length. Where Licensee and/or S&P, as applicable, are not a party to the Agreement, Licensee and/or S&P, as applicable, expressly acknowledge and agree that, by entering into this Order Schedule, Licensee and/or S&P, as applicable, shall be bound by and shall comply in all respects with the terms and conditions contained in the Agreement. Licensee and any affiliates listed above shall be jointly and severally liable for any breach of this Order Schedule or the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Order Schedule, the terms of this Order Schedule shall prevail with respect to such conflicting terms.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Order Schedule as of the Commencement Date.

ACCEPTED AND AGREED TO BY:

Markit On Demand, Inc.

DocuSigned by:

Signature:

Michael Salerno

F87BC08303DE4AB...

Name:

Michael Salerno

(Please print)

Title:

Executive Director

(Please print)

Email:

Michael.salerno@ihsmarkit.com

(Please print)

Date:

Dec-19-2019 | 20:34 MST

(Please print)

S&P Opco, LLC

Signature:

Name:

Jamie Farmer

(Please print)

Title:

CCO

(Please print)

Date:

January 7, 2020

(Please print)

EXHIBIT A**DESCRIPTION OF THE SERVICES**

Subject to the terms and conditions of this Order Schedule and the Agreement, Licensee is authorized to distribute to Subscribers the Unrestricted Data for the Services and related historical index data set forth below. Distribution of Restricted Data requires S&P's Authorization. See terms related to Restricted Data and Unrestricted Data set forth on Exhibit C. Where available, GICS sub-indices, alternatively weighted indices, and any other sub-indices will be included in the Services. The indices listed under each Service, if any, may not be exhaustive. The Services and Unrestricted Data fields may be modified by S&P from time to time and S&P will use commercially reasonable efforts to provide as much prior notice of such modification as may be practicable under the circumstances (Licensee acknowledges that as it relates to a loss of rights to any data from a third party licensor S&P may not be able to provide any advance notice depending on the circumstances), provided that Licensee may terminate this Order Schedule if any such material modifications impair Licensee's use of the Services. S&P will use commercially reasonable efforts to notify Licensee via email when new indices are added to the Services.

SERVICE	SERVICE CODE	UNRESTRICTED DATA RIGHTS CATEGORY (FROM THE LIST OF CATEGORIES BELOW THIS GRID)	HISTORICAL INDEX VALUES AND RETURNS, AS AVAILABLE (# OF YEARS)
S&P U.S.	1000	Equity Unrestricted Data	Ten (10) years, as available
Dow Jones Averages	1289	Equity Unrestricted Data	Ten (10) years, as available

CATEGORY**UNRESTRICTED DATA FIELDS****EQUITY UNRESTRICTED DATA:**

INDEX NAME
INDEX VALUE
CLOSE COUNT
DAILY RETURN

EXHIBIT B**LICENSEE SERVICE**

Subject to the terms and conditions of this Order Schedule and the Agreement, Licensee is permitted to include the Services in the Licensee Service as expressly described below. Licensee shall not include or use the Services in any other service or product.

Name of Licensee Service:	<u>Markit Digital hosted and designed platforms</u>
Description of Licensee Service:	<u>Licensee may distribute the Services as part of White-label Sites (as defined hereinafter). Licensee will design, develop and host white-label, custom websites for the benefit of and on behalf of Distributor Customers ("<u>White-label Sites</u>"). As part of the White-label Sites, Licensee will distribute the Services together with other data and analytics from multiple sources covering a range of asset classes.</u>

EXHIBIT C**USE AND RESTRICTIONS ON USE**

1. **Definitions.** As used in this Order Schedule and the Agreement, to “distribute” means to display, distribute, disseminate, broadcast, publish, or provide access to, and vice versa, as applicable. A “Distributor Customer” is a Licensee Customer for whom Licensee maintains the White-label Sites.

2. **Additional Distributor Customers.** Licensee expressly agrees and acknowledges that the establishment of any White-label Sites for Distributor Customers (a) who have not been approved by S&P as of the Commencement Date of this Order Schedule (“Existing Distributor Customers”) or (b) are not Legacy Distributor Customers (as defined hereinafter) shall require S&P’s written consent. In the event that S&P provides any such consent, such Distributor Customer and the provision of the Licensee Services (and the Services included as part thereof) shall be subject to the terms and conditions of this Order Schedule and the Agreement, including, without limitation Authorization as detailed in Section 4 below. Existing Distributor Customers are listed on Appendix C-1 attached hereto. The following are approved by S&P as Distributor Customers in addition to the Existing Distributor Customers: (i) Bank of Montreal, (ii) NY Times, (iii) Cetera Financial Group, (iv) the United Services Automobile Association, and (v) TD Waterhouse (“Legacy Distributor Customers”).

3. **Unrestricted Data.** Licensee is authorized to distribute Unrestricted Data for the Service(s) listed in Exhibit A solely for use in the Licensee Services as set forth in Exhibit B. See description of Unrestricted Data on Exhibit A.

4. **Restricted Data.**

4.1. **No Distribution without S&P Authorization.** Any data element not included in the description of Unrestricted Data on Exhibit A is considered Restricted Data. **Licensee is prohibited from distributing Restricted Data (and any derived values, data or information that use Restricted Data as an input (“Derived Data”), which creation of any Derived Data requires the express grant by S&P to be set forth under this Order Schedule, if at all) to any Subscriber unless and until Licensee has obtained S&P’s prior written consent to do so (“Authorization” and such Subscriber, an “Authorized Subscriber”).**

4.2. **To Request S&P Authorization.** To request Authorization (which may be in the form of an email), Licensee shall contact S&P via email at index_services@spglobal.com with subject line “Restricted Data Distribution Authorization” and provide the following information regarding the Subscriber to whom Licensee wishes to distribute Restricted Data: (i) Subscriber name, address, contact person (including phone number and email address); (ii) name of Licensee Service (per Exhibit B); and (iii) Restricted Data elements (including frequency of distribution and history) to be provided to Subscriber.

4.3. **Notifications.** S&P shall respond to Licensee’s request within 10 days of receipt thereof and identify which Restricted Data elements (if any) such Subscriber is Authorized to obtain via the Licensee Service (e.g. constituent names, history, etc.). Licensee shall notify S&P when it begins and ceases distributing Restricted Data to an Authorized Subscriber. S&P may revoke a Subscriber’s Authorization at any time for any reason or no reason in S&P’s sole discretion. In the event that S&P revokes a Subscriber’s Authorization, S&P shall notify Licensee accordingly via email. Immediately following receipt of such notice from S&P, Licensee shall terminate such Subscriber’s access to the Restricted Data.

4.4. **Current Authorization.**

4.4.1. As of the Commencement Date of this Order Schedule, S&P has provided Authorization for certain of the Existing Distributor Customers and their Subscribers to access the following Restricted Data element only within those password protected areas of the White-label Sites for such Existing Distributor

Customers: Constituent Member Names (“Limited Restricted Data”). Licensee expressly agrees that (a) any other Restricted Data to be included in the White-label Sites for Existing Distributor Customers and/or (b) any Legacy Distributor Customers or any new Distributor Customer added in accordance with Section 2 above who wants any Restricted Data on their White-label Site (including the Limited Restricted Data) will require Authorization in accordance with the above Sections (which Authorization may also specify that any and all Restricted Data shall only be made available to Visitors within password protected areas of the White-label Sites).

4.4.2. In addition to the Authorization provided under subsection 4.4.1 above and as it relates to those Legacy Distributor Customers expressly listed below, Licensee has S&P’s Authorization as of the Commencement Date to distribute the following Restricted Data to Legacy Distributor Customers, provided, however, (a) such Authorization is at all times subject to S&P’s revocation of any such Authorization in accordance with Section 4.3 above and (b) any distribution of such Restricted Data to Visitors of the White-label Sites of these Legacy Distributor Customers shall be behind a password protected area of the White-label Sites:

Legacy Distributor Customer	Restricted Data*	Package/index
Bank of Montreal	Top 10 Top/Bottom 10 constituents names	S&P U.S.
NY Times	Top 10 Top/Bottom 10 constituents names	S&P U.S.
Cetera Financial Group	Top 10 Top/Bottom 10 constituents names	Dow Jones Averages
TD Waterhouse Canada	Full constituent names	S&P U.S. and Dow Jones Averages

*Constituent names are labeled “Company” in the data files delivered to Licensee.

5. No Products; Other Restrictions.

5.1. S&P expressly agrees and acknowledges that Licensee shall have the right to use the end-of-day index value provided as Unrestricted Data in the Services subscribed to hereunder to calculate and distribute an index return, which shall mean the percentage change in the index values over a specified period of time such as 1 day, 1 week, 1 month, 3 months, 6 months, 1 year, 3 years, 5 years or 10 years (but not to exceed ten (10) years) (“Index Returns”) via the Licensee Service.

5.2. Licensee shall not use the Services (or any portion thereof) in any manner not expressly set forth in this Order Schedule. Except as expressly set forth in Section 5.1 above, Licensee is prohibited from using internally or creating derivative works from any index included in any Service, the values thereof, or any portion thereof (whether Restricted Data or Unrestricted Data) for any purpose, including for any Derived Data or other resultant data (other than Index Returns) or for purposes of creating, marketing, promoting, issuing, and/or trading indices or financial products or instruments that are based on, or seeks to match the performance of one of an index, whether traded on an exchange or over-the-counter.

5.3. Except as may be required to extract the Limited Restricted Data (or such other Restricted Data that has been Authorized for distribution in accordance with this Order Schedule) from the Services for distribution in accordance with this Order Schedule, Licensee shall not modify the Services in any manner. Authorized Subscribers will be entitled by S&P in accordance with those direct agreements it has with such Authorized Subscribers (as may be required by S&P).

5.4. For avoidance of doubt, all the restrictions set forth herein and in the Agreement applicable to Licensee Customers shall apply equally to Distributor Customers. Accordingly, and without limiting the generality of the foregoing, Distributor Customers shall only access and use the Services for their redistribution (to the extent necessary). Use of the Services outside of the White-label Sites is prohibited unless authorized by S&P (which may be in the form of a direct agreement between S&P and the Distributor Customer).

5.5. Licensee shall not distribute the Services in a manner that competes with S&P, as determined by S&P.

5.6. Licensee shall credit S&P as the source of the Services and include the disclaimer all in accordance with the Agreement (as modified by this Order Schedule).

6. **Usage Reports.** Licensee shall submit to S&P usage reports conforming to the layout set forth in the sample report attached hereto as Appendix C-2 containing the following information via email at spindex_reporting@spglobal.com in an Excel spreadsheet (or other mutually agreeable format):

6.1. **Quarterly:** List the Services which were actually available via Licensee Service.

6.2. **Monthly:** List all Distributor Customers receiving Licensee Services. For each Distributor Customer include (i) Distributor Customer's name, address, main contact person with such person's telephone and email address, (ii) Restricted Data, if any, the White-label Site is making available (including history and S&P Index Fundamental Data, if applicable) and the Service Code, and (iii) optionally, frequency of updates.

6.3. S&P may request that Licensee include additional information or data in its usage reports from time to time.

7. **Amendment(s) to the Agreement.**

7.1. For the purpose of this Order Schedule only, Section 3.E. of the Agreement shall be restated as follows:

"LICENSEE shall not modify any term contained in any version of the Customer Agreement that adversely affects the rights of S&P, including S&P's proprietary rights, disclaimers or limitations of liability and use of the S&P Service(s), without S&P's prior written consent. In connection therewith, LICENSEE shall include in all Customer Agreements provisions to the effect that each Subscriber, as applicable, accessing the S&P Service(s) agrees that:

- (i) Neither LICENSEE, S&P, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information or software furnished through the Licensee Service, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;
- (ii) Either LICENSEE, S&P, their affiliates or third-party licensors have exclusive proprietary rights in any information and software received;
- (iii) Subscriber shall not use or permit anyone to use the information or software provided through the Licensee Service for any unlawful or unauthorized purpose;
- (iv) Subscriber is not authorized or permitted to distribute, furnish such information or software to any person or firm for reuse or retransmission or for commercial purposes without prior written approval of the source of such information or software;
- (v) Access to the S&P Service(s) is subject to termination in the event that any agreement between LICENSEE and a provider of information or software distributed through the Licensee Service is terminated in accordance with its terms; and
- (vi) The use of the S&P Service(s) by End Users and Licensee Customers shall be in compliance with Section 3.A(ii-iii) above.
- (vii) Subscriber agrees that it shall not use nor permit use of the S&P Service(s) or any data included therein by any End User with the creation, distribution, structuring, development, managing, trading, marketing and/or promotion of any financial instrument, portfolio or other investment product that is based on, or seeks to match the performance of, all or any portion of the S&P Service(s) or such data, such as, without limitation, a security, portfolio or account whose capital and/or income value is calculated based on changes in value of an S&P index or the components thereof, without a separate written agreement with S&P for such purpose.

S&P reserves the right to review Customer Agreements on reasonable request to LICENSEE."

7.2. For purposes of this Order Schedule only, subsections (i) and (ii) of Section 6(B) of the Agreement are amended and restated as follows:

- “(i) The following provision shall in any event be included on each screen display/display page of the Licensee Service that contains any S&P Service(s):
“Copyright © 20[xx], S&P Dow Jones Indices LLC. All rights reserved.”
- (ii) On each screen display/display page that includes any S&P Service(s), there shall be a link to the following:
“Copyright © 20[xx], S&P Dow Jones Indices LLC. Reproduction of [NAME OF S&P SERVICE(S)] in any form is prohibited except with the prior written permission of S&P. S&P does not guarantee the accuracy, adequacy, completeness or availability of any information and is not responsible for any errors or omissions, regardless of the cause or for the results obtained from the use of such information. S&P DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. In no event shall S&P be liable for any direct, indirect, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or lost profit and opportunity costs) in connection with subscriber’s or others’ use of [NAME OF S&P SERVICE(S)].”

8. **Data Protection.** S&P’s provision of the Services and Licensee’s access and use of Services are subject to the provisions of the S&P Data Protection Appendix as set forth on <https://spdji.com/documents/legal/spdji-data-protection-appendix-distribution.pdf>, which are incorporated into this Order Schedule and made a part hereof.

9. **Termination Right.** Licensee expressly agrees and acknowledges that it is S&P’s intent to enter into direct agreements with each Distributor Customer covered by this Order Schedule. In addition to those termination rights under the Agreement, if, following S&P’s commercially reasonable efforts, S&P is unable to enter into such agreement with a Distributor Customer, S&P reserves the right to terminate that portion of the license granted under this Order Schedule and the Agreement with respect to such Distributor Customer with thirty (30) days prior written from S&P to Licensee; provided, however, as it relates to the Legacy Distributor Customers, S&P expressly agrees and acknowledges that it will not exercise the aforementioned right during the Initial Term; provided, further, that such Legacy Distributor Customers do not expand their use of any Restricted Data during such Initial Term through the Authorization process set forth in Section 4 above and if they do, S&P may exercise such termination right. In the event that S&P exercises its right to terminate under this Section 9, Licensee shall cease providing the Services to the specific Distributor Customer who is the subject of such termination notice upon the effective date of such termination, unless the parties agree in writing to the contrary. The parties expressly agree that a Distributor Customer may be re-licensed after any such termination in accordance with this Section 9 through the consent process set forth under Section 2 above.

Appendix C-1
Existing Distributor Customers

Business Week
Charles Schwab
CIBC
CNBC
CNN
E*Trade
Fidelity
Financial Times
Merrill Lynch
Oppenheimer
Royal Bank of Canada
Scottrade
Stifel Nicolaus
TD Ameritrade
Vanguard
Wells Fargo

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

Appendix C-2**Sample Report**

Vendor	Usage Report Date	Company	Data	Contact	Contact Email	Contact Phone	Address	Distributor Customer	URL	City	State	Country	S&P Service Code
XYZ Company	9/10/2019	ABC Bank	S&P US	Client Name	client.name@abc.com	732-541-xxxx	55 Water Street; 39th Floor	Y	[name].com	New York	NY	US	1000

Usage Report Description

Vendor: Licensee name and Licensee Service name

Usage Report Date: Date Report was populated

Company: This is the Distributor Customer name, i.e. the mutual client who has access to the Service (or any portion thereof) via the Licensee Service.

Data: Name of the Service, i.e., the name of the data package being provided (specify Restricted Data elements and include, if applicable, any history and S&P Index Fundamental Data)

Contact: Distributor Customer contact who S&P can contact to discuss the index data

Contact Email: Distributor Customer contact email address

Contact Phone: Distributor Customer contact phone number

Address: Address of Distributor Customer where the Service is actually used by such Licensee Customer/End User

Distributor Customer: Y/N to specify whether the Licensee Customer is also a Distributor Customer

URL: URL for the White-label Site provided to the Distributor Customer

City: City where the Service is used

State: State where the Service is used, if applicable

Country: Country where the Service is used

S&P Service Code: The Service Code is the four digit identifier set forth in Exhibit A for each Service

EXHIBIT D**FEES AND CHARGES****1. Fees.**

\$180,000.00, which is broken down as follows: a one-time Legacy Distributor Customers fee of \$140k (“One-time Fee”) and a yearly Licensee redistribution fee of \$40k. For avoidance of doubt, the One-time Fee shall not be reoccurring for any Renewal Term.

2. Payment Terms. Fees are payable annually in advance. Payment is due to S&P within thirty (30) days of the date of an invoice from S&P.

3. Licensee Billing Contact.

Michael Salerno

(Print Name)

450 W. 33rd Street, 5th Floor

(Street Address)

+1 919 615 4722, michael.salerno@ihsmarkit.com

(Telephone Number) and (Email Address)

New York, NY 10001

(City, State, Zip Code)

4. Confidentiality. The parties agree that this Exhibit D and the fees set forth herein shall be considered Confidential Information pursuant to Section 16C of the Agreement.

EXHIBIT E**DELIVERY SPECIFICATIONS****1. Method of Delivery of the Services to Licensee.**

- ☒ Secure File Transfer Protocol ("SFTP").
- ☒ Third Party Distributor (subject to availability). Specify: (a) Morningstar and (b) Refinitiv.
- ☐ Other. Specify: _____.

2. Frequency of Delivery of the Services to Licensee.

- ☒ Daily
- ☐ Monthly
- ☐ One-time
- ☐ Annual
- ☐ Other. Specify: _____.

3. Terms and Conditions of Delivery.

S&P is not liable for the transmission of the Services to Licensee beyond the point of S&P's communications facility, or for the procurement, installation or maintenance of equipment through which the Services are received by Licensee.

Licensee acknowledges and agrees that its right to receive the Services through a Third Party Distributor may be terminated by S&P in the event that either S&P or Licensee terminates its agreement with such Third Party Distributor.

4. System Administrator:

Licensee shall designate an individual to serve as "System Administrator" in the space provided below, who will be responsible for communicating with S&P regarding the transmission of the Services to Licensee.

System Administrator:

Aaron Gaeta

(Print Name)

+1 303 402 6124

(Telephone)

5775 Flatiron Parkway, Boulder, CO 80301

(Address, City, State, Zip Code)

aaron.gaeta@ihsmarkit.com

(Email)