

STATEMENT OF WORK # 18: PERISTENT TEAM AND HOSTING

This Statement of Work ("SOW") is entered into between Markit On Demand, Inc. ("Markit") and Bank of Montreal, ("BMO" or "Client") pursuant to, and incorporating by reference all terms and conditions of the Master Agreement between Wall Street On Demand Inc. and BMO dated December 1, 2008 (the "Agreement").

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

This SOW commences on November 1, 2021 ("Effective Date").

1 Project Description

1.1 Customized Solution

All websites, tools, APIs, mobile applications, and other services that Markit provides to BMO prior to the Effective Date are referred to collectively as the "BMO Services.". Under this SOW #18, Markit will enhance BMO Services through design, development, and support services ("Customized Solution").

1.2 Persistent Team

Markit will provide personnel equivalent to ten (10) full-time employees (each an "FTE" and together the "Persistent Team") for twelve (12) months to work on the Customized Solution (the "Agile Model").

Under the Agile Model, Markit may focus on the following initiatives, below. The requirements and list of initiatives may be amended from time to time based upon BMO's direction to Markit and mutually agreed upon by BMO and Markit.

- Advanced Charting - Remaining Features
- Alerts Integration
- Compare Tool - (Remaining Tabs)
- ESG
- ETF Hub - CMS Integration
- ETF Hub - Portfolio Builder
- ETF Options
- ETF Screener - Remaining Results Tabs & Filters
- ETFs - Remaining Sections
- Level 2 Data Integration
- Markets - Remaining Sections
- MIND - Advanced Personalization
- Mutual Funds
- Personalization & Smart Text - Remaining Sections
- Stock Screener
- Stocks - Remaining Sections

- TC Buzz
- Value Analyzer Full Integration

Markit personnel may be based in the following Markit offices: Boulder, Colorado; London, Ontario, Canada; and Noida, India offices.

1.3 Assumptions

- Markit will implement Client's specifications that BMO believes are compliant with the Americans with Disabilities Act ("ADA") guidelines. Markit does not warrant or assert that Client's specifications will be compliant with the ADA guidelines.

1.4 Browser Support

Markit will provide support for the BMO Services in the following browsers:

OS	Browser
Windows	Edge
Windows/Mac	Firefox
Mac	Safari
Windows/Mac	Chrome

Markit will make reasonable efforts to support the most recent browser versions as they become available. Legacy versions will be retired in due course.

1.5 Operation System and Hardware Support

Markit will provide support for the Customized Solution in the following mobile operating systems and hardware platforms:

- Apple iOS 9.0 and greater
- Google Android 6.x (Marshmallow) and greater

Markit will use reasonable efforts to support the most recent operating system version for both Apple iOS and Google Android after they become available. Support for legacy versions (typically 2 major (e.g. 1.x vs 2.x) versions back from current) will be retired over time.

For Markit QA, the Customized Solution will be optimized for the following hardware devices:

- Apple iPad 2 and greater
- Any Android device running Marshmallow (6.0) or greater

The version and hardware support may be reviewed and adjusted if mutually agreed upon by the parties.

2 Redundancy

The Customized Solution will be operational in all of Markit managed data centers.

3 Reporting

Markit will provide its standard reporting package when the Customized Solution is running in production.

4 Content

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

5 Term

This SOW shall commence on the Effective Date and remain in effect for one (1) year ("**Initial Term**"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to renew the term no later than ninety (90) days prior to the expiration of the then current term.

6 Service Fee

Monthly Service Fee shall be a total of \$225,000 USD per month, as follows:

- (1) \$56,250 USD/month for Hosting Services as described immediately below for all BMO Services and BMO initiatives launched during the term of this SOW #18. Hosting services include:

- Hosting in redundant data centers
- 24/7/365 support through Markit's Tier 1 Support Center formerly known as Network Operations Center
- Ongoing data feed support and management for proprietary Client and third party sources
- Access to proprietary systems, including Markit's proprietary symbol cross-reference system

Usage tracking and reporting through an online management interface. The Monthly Service Fee includes up to 20 million (20,000,000) page views per week. Should Client traffic exceed 20,000,000 page views per week, the parties shall mutually agree in writing on a revised fee structure to account for increased traffic;

- (2) \$168,750 USD/month for the Persistent Team of 10 FTEs to support new development efforts and maintenance of existing sites;

Markit will invoice Client monthly.

BMO shall pay Markit for any reimbursable expenses incurred by Markit that have been agreed to in advance between the parties within thirty (30) days of the date of the relevant invoice from Markit.

7 Increase or Decrease in Size of Persistent Team

Client may elect to increase or decrease the number of resources on the Persistent Team by providing Markit 60 days' written notice; email shall suffice for this purpose.

Should BMO wish to increase the number of Persistent Team resources, the fee for incremental Persistent Team members above the original 10 FTEs shall be \$22,500 per FTE per month, regardless of the number of FTEs.

Should BMO wish to decrease the number of Persistent Team resources by a given unit for a resource that has been active for nine (9) full months or more, this will commensurately reduce fees for the Persistent Team and not impact fees for Hosting Services.

For example, the reduction of FTEs by one (1) unit, is equivalent to 10% of the inventory of FTEs referenced at the Effective Date of this SOW #18. As such, one (1) less FTE would result in updated monthly fees of \$151,875 for the nine (9) remaining FTEs of the Persistent Team and \$56,250 for Hosting Services.

Should BMO wish to decrease Persistent Team resources by a given unit for a resource that has been active for less than nine (9) full months, this will commensurately reduce fees for the Persistent Team as well as the fees for Hosting Services. For example, the reduction of FTEs by one (1) unit, is equivalent to 10% of the inventory of FTEs referenced at the Effective Date of this SOW #18. As such, one (1) less FTE would result in updated monthly fees of \$151,875 for the nine (9) remaining FTEs of the Persistent Team and \$50,625 for Hosting Services.

For those projects for which Client does not want to utilize the Persistent Team, separate SOWs may be issued on a one-time basis. Continued Hosting Services and maintenance related to such projects may be governed under the terms of this SOW, and this SOW may be amended to reference newly-launched projects.

8 Representations and Warranties

Each party represents and warrants that: (i) when executed and delivered, this SOW shall constitute the legal, valid and binding obligation of such party, enforceable against it pursuant to its terms; (ii) it shall comply with all applicable federal and state laws, regulations and statutes in the performance of its obligations hereunder; (iii) it has full power and authority to enter into and perform its obligations under this SOW; (iv) it has obtained all necessary corporate approvals to enter into and execute this SOW; and (v) its performance under this SOW does not and shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.

9 Change Management

Markit reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the services from time to time to maintain operations and as required for problem management and/or system security. Markit will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, BMO will be notified in advance of any expected outages.

10 Invoices

All invoices for Markit services provided under this SOW shall be sent to the following representative of Client:

All invoices for Markit services provided under this SOW shall be sent to the following representative of Client:

ATTN: Amritpal Mann

Amritpal.Mann@bmo.com, 647.237.1313



BMO InvestorLine

Accounts Payable, PO Box 370

Succursale St-Jaques

Montreal, QC H3C 2T1

Canada

ACCEPTED MARKIT ON DEMAND, INC.	ACCEPTED BANK OF MONTREAL
SIGNATURE 	SIGNATURE 
PRINT NAME Catherine Allegra	PRINT NAME Silvio Stroescu
TITLE Global Head – Markit Digital	TITLE President, BMO InvestorLine
DATE OF SIGNATURE October 21, 2021	DATE OF SIGNATURE October 20 th , 2021

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