

Contract ID No. CW3018925

SCHEDULE No. 6
TO
MASTER AGREEMENT CW280805

This SCHEDULE No. 6 ("Schedule") is entered into as of the effective date indicated in the signature box below (the "Schedule Effective Date") by and between **JPMorgan Chase Bank, N.A.**, a **national banking association** ("JPMC"), and the supplier named in the signature box below ("Supplier").

Schedule Effective Date: 1st September 2021_____

Markit On Demand, Inc. DocuSigned by:

By: Catherine Allegra
D028124950F0428...

Name: Catherine Allegra

Title: SVP

Date: 11/25/2021

JPMorgan Chase Bank, N.A. DocuSigned by:

By: LORRAINE MEFFLIN
A8C940F59997131

Name: LORRAINE MEFFLIN

Title: Category Manager

Date: 11/25/2021

The parties acknowledge and agree that this Agreement may be signed using a digital image of the signing party's hand-written signature and that such electronic signature will be legally binding.

INCORPORATION OF MASTER AGREEMENT.

This Schedule is a separate agreement between Supplier and JPMC and incorporates the terms and conditions of the Master Agreement CW280805, dated 6th February 2009 between JPMorgan Chase Bank, National Association ("JPMC") and Markit On Demand, Inc. fka Wall Street On Demand ("Supplier" or "Markit" or "Markit Digital"), as amended from time to time (the "**Master Agreement**" or "**Agreement**"). Capitalized terms used but not defined in this Schedule will have the meanings given to them in the Master Agreement. If a term in this Schedule conflicts with a term in the Master Agreement, the provisions of the Master Agreement will prevail unless this Schedule specifically states that the term in this Schedule will prevail. References in this Schedule to Sections and Exhibits will refer to the Sections and Exhibits of this Schedule unless otherwise noted.

1. RELATIONSHIP MANAGERS.

JPMC Relationship Manager/Delivery Manager	Supplier Relationship Manager
Name: Claire Wu	Name: Nicholas Chalk
Title: VP	Title: Business Development Lead – Asia, Markit Digital
Telephone Number: (+852) 28001458	Telephone Number: +852 8254 1025
E-mail:	E-mail: nicholas.chalk@ihsmarkit.com

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Address:	Address: 5775 Flatiron Pkwy Boulder, CO 80301
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JPMC Executive Sponsor	Supplier Cybersecurity Contact*
Name: Chris Maher	Name: Tier 1 Support
Title: Executive Director	Title:
Telephone Number:	Work and Cell Telephone Numbers: +1.303.583.4308
E-mail: christopher.j.maher@jpmorgan.com	E-mail: MOD-NOC@ihsmarkit.com
Address:	Address: 5775 Flatirons Parkway Boulder, CO 80301

*At no additional expense to JPMC, the Supplier Cybersecurity Contact must (i) respond to all cyber-related inquiries within 24 hours, 7 days a week, and (ii) be available via mobile and SMS within 24 hours, 7 days a week (with back-up resources when the Supplier Cybersecurity Contact is either unavailable or out of the office ("**Back-Up**")). Supplier will immediately provide written notice to JPMC when the Supplier Cybersecurity Contact changes or when the Back-Up has the responsibility hereunder.

2. SCHEDULE TERM.

The initial term of this Schedule will begin on the Schedule Effective Date and remain in effect for twenty-four (24) months from the Launch Date (defined as when project functionality is moved to a Supplier's production environment) ("Initial Schedule Term"). Upon the expiration of the Initial Schedule Term, and JPMC's request, this Schedule will renew for successive twelve (12) month periods (each a "**Renewal Schedule Term**"). Not less than 60 days and not more than 90 days prior to the expiration of the Initial Schedule Term and any Renewal Schedule Term, Supplier will notify JPMC of the pending term renewal. JPMC will have the right to renew the term of this Schedule by providing Supplier with not less than 30 days' prior notice of its intention to renew. The Initial Schedule Term together with the Renewal Schedule Term(s) shall be referred to as "**Schedule Term**."

3. BACKGROUND AND OBJECTIVES.

As part of the Schedule, Supplier will provide Alerts APIs and SIP feed for back up purposes only to JPMC, as part of the Digital Private Banking and Wealth Management program.

4. DESCRIPTION OF DELIVERABLES.

Supplier will provide the:

4.1 API Hosting Services. The Supplier shall provide alerts API to JPMC (the "**API Solution**"):

The supplier will provide client-specific trigger logic to deliver HTML-based data through a client-hosted API according to our delivery spec. JPMC will build and deliver the alerts to the end user.

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- Markit Digital will provide the alerting APIs with the following modifications:
 - no client email delivery setting
 - no from-address configuration needed
 - no archival of alerts

- Markit will create and deliver HTML based alert events to a client hosted API, for detailed description, please refer to the Description of Services and Deliverables Exhibit.

4.2 Administrative and Project Management Services. The Supplier shall provide the following Administrative and Project Management Services to JPMC:

- Services to be performed:
 - Project roadmap management in alignment with JPMC scheduled releases; the parties shall mutually agree in writing (including email and/or JIRA Platform) release schedules during the development phase of the Deliverables
 - Weekly checkpoints with JPMC design, architect, developer, and product teams
 - Market data delivery and exchange reporting as defined in Section 4.6 below; Supplier will provide monthly exchange reporting to JPMC and/or the applicable sources
- The manner in which the services will be performed:
 - Supplier will leverage its JIRA for project tracking all work items, change controls, QA testing, and defect logging; JPMC will be provided access.
 - All Supplier Deliverables under this work order will be integration tested and follow the JPMC Digital sanctioned SDLC as a prerequisite to production implementation.
- Completion criteria for the project:

Deliverables are delivered, accepted by JPMC in accordance with Section 5 Acceptance below and as detailed in the Description of Services and Deliverables Exhibit and implemented in accordance with JPMC requirements and integration standards defined in the Agreement and this Schedule, and released into production environment(s).

4.3 Hosting and Support Services. The Supplier shall provide the following Hosting and Support Services to JPMC:

- Standalone environment for Hosting, support, and maintenance of the Deliverables
- Network connectivity and authentication will follow existing integration approach
- Encrypted and tokenized data transfer
 - Authentication will be facilitated through both OAuth client credentials grant and JWT extension via browser cookie using TP-PSaaS and API calls from JPMC server-side prox. User access token expiry will be set at 10 minutes. The following endpoints and JVM app names will be utilized for iFrame/Web content containers and APIs in both Production (Prod) and Pre-Production (QA) environments:
 - API Prod: api-markit.chase.com to point to api.markitdigital.com
 - API QA: qa-api-markit.chase.com to point qa-api.markitdigital.com
 - Web Content Prod: web-markit.chase.com to point to https://jpmc-qr.markitdigital.com

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4.3.1 Supplier will enable 2 additional exchanges for use in all services set out in Schedule 4 and this Schedule 6 (the **"Exchange Enablement Solution"**)

- a. Additional delayed international exchanges include:
 - i. Tokyo Stock Exchange (TSE)

Assumptions:

- a. JPMC maintains the necessary data licensing to power all functional requirements.
- b. Delayed data only therefore exchange reporting is out of scope;
- c. Additional exchanges are out of scope and would be subject to additional fees which will be outlined under a new Schedule entered into between the parties.

4.3.2 Supplier will provide the backup SIP feed using Morningstar as quote provider (the **"Backup SIP Feed Solution"**)

- a. Modify the current equity quote API to include the following:
 - i. Feed selection updated to include NBBO data from foreign exchanges:
 - a. Nasdaq and NYSE & includes OTC
 - ii. Update all order pad users (single app name JPMC_IPB_SIP as below or the name of the app to be agreed upon between parties in writing) to have access to Real time data NBBO data
 - b. Supplier will create Client IDs for the following apps:

App Name	Description	Auth type	Token
JPMC_IPB_SIP*	API connectivity for backup SIP feed	Client creds	expiry period to be agreed upon by JPMC and Supplier in writing (including email).

*App name is subject to change as agreed between parties in writing, including email

Assumptions:

- a. JPMC maintains the necessary data licensing to power all functional requirements.
- b. UTP OTC data will be used (if UTP + OTCBB (bid/ask) data is needed, a separate license outside of the composite feed is needed)
- c. JPMC will deliver quote reporting to the exchanges (Markit will provide the reports to JPMC)
- d. JPMC will ensure that it has signed subscriber agreement(s) with the applicable exchanges and third party data providers (the "Third Party Licensors") listed in this Schedule (or as mutually agreed to by the parties in writing under the instructions of JPMC) covering and consenting to the access and use of the data by JPM and its users.
- e. Up to 2 million quotes per month, additional quotes above 2M will be charged at \$0.001/quote per month
- f. Supplier will provide Quote reports for the Backup SIP feed Solution both to JPM and direct to the exchange (the "Exchange Reporting Solution")
 - Markit will provide standard aggregated quote report to JPMC (for OTC as well)

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- Quote report is delivered automatically monthly to JPMC provided email address and direct to Exchange
- Quote report will include number of quotes per user. Professional/Non-Professional designation is not required and therefore out of scope
- Quote reports will be delivered within first 5 days of the month for the previous month.
- Quote reports will be delivered by email to the following email address as provided by JPMC as of the Schedule Effective Date: claire.wu@jpmorgan.com and kaibo.huang@jpmorgan.com. Should there be any changes to the above email address or Markit receives a bounce back then Markit will notify JPMC promptly for an alternate email address. JPMC agrees to provide Markit with an updated email address from time to time, during the Term.

Assumptions:

- a. JPMC will have the necessary exchange agreements in place
- b. UTP OTC data will be used (if UTP + OTCBB (bid/ask) data is needed, a separate license outside of the
- c. composite feed is needed)
- d. Markit will deliver quote reporting directly to the exchanges in line with Section 4.6 above
- e. JPMC will ensure all users have signed subscriber agreements

Assumptions

JPMC will ensure it has signed subscriber agreements with the Third-Party Licensors listed in this Schedule (or as mutually agreed to by the parties in writing under the instructions of JPMC) covering and consenting to the access and use of the Third-Party Licensors data by JPM and its users.

4.4 Enhancements.

JPMC is entitled to an enhancement budget equal to twelve (12) hours per month commencing on Acceptance of Deliverables by JPMC. Such enhancements to the Deliverables, which may include design changes, addition of new features, or integration of new data (the "Enhancement Budget"). The Enhancement Budget shall be accrued on a rolling 12 month basis, and if unused it shall lapse. Supplier will use commercially reasonable endeavours to report allocated and available enhancement budget to JPMC on a monthly basis. For the avoidance of doubt, JPMC may apply Enhancement Budget towards any of the Deliverables upon approval by JPMorgan Online International product representative. JPMorgan Online International product representatives are currently Claire.wu@jpmorgan.com and Kaibo.huang@jpmorgan.com, and said representatives will be confirmed by JPMC annually (in writing) and may be updated by mutual agreement of the parties including email.

Upon sixty (60) days written request from JPMC, the Supplier will reduce the Enhancement Budget, and ongoing fees defined in Fee Exhibit shall be reduced based on the rate above. Such changes shall be documented in an amendment to this Schedule.

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4.5 Bug Fixes and Material Changes

Supplier will not charge any additional fees for work done to address any material defects in the Deliverables so it conforms to the original requirements set out in this Schedule and its functional documentation ("Bug Fixes") to the extent that supplier is hosting the Deliverables. Supplier will make any changes beyond Bug Fixes and if applicable, changes covered by the Enhancement Budget, at the rate of \$175 an hour. Should JPMC request Supplier to perform additional work, the parties will enter into a separate Schedule.

5. ACCEPTANCE

Acceptance Criteria. In line with the Criteria set in Section 4 Testing, Correction and Acceptance of the Agreement, the Deliverables must meet the following criteria as a condition of Acceptance:

As per Exhibit A (Description of Services and Deliverables Exhibit)

The parties agree and acknowledge that Acceptance Testing Period is 20 business days from Launch Date.

6. SERVICE LEVELS.

The Service Levels are set forth in the Service Level Exhibit.

7. THIRD PARTY CONTENT

In order to receive third-party IP data as part of the Services, JPMC may be required to obtain a direct license and /or sub-license from the relevant Third Party Licensor(s) in respect of JPMC's use of that Third Party IP. Supplier can recommend and make introductions to appropriate providers, explain use cases for content and answer questions providers may have, but JPMC will be responsible for all agreements with and payments to such providers, unless the relevant provider requires the payment to be done by Supplier. Notwithstanding the foregoing, certain Third Party Licensors shall also require Supplier to have an appropriate license, and Supplier shall comply with the terms of that license in order to receive the third-party IP data hereunder.

In the event that Supplier is also required to have an appropriate licence with the Third Party Licensors (in addition to JPMC's direct licence with the Third Party Licensors), prior to entitling Third Party Licensor's IP data to JPMC, Supplier must receive written consent for JPMC's scope of use from the applicable Third Party provider before permission is given to the service (unless the redistribution of the Third Party Licensor's data as set out in this Schedule 6 is allowed under the existing agreement with the Third Party Licensor). It is the responsibility of Supplier to centrally store any associated consent documents which will specify the division and geographic location of JPMC which is to be entitled for regulatory and audit purposes. Upon request, Supplier shall provide the documented consent from the Third Party Licensors to the disclosure of its data to JPMC. Should JPMC cancel or ceases to have an agreement with a Third Party which is relevant to this Schedule, JPMC must notify the Supplier in order to de-permission the appropriate data.

When the relevant Third Party Licensor requires the payment to be done by Supplier, Supplier will charge

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JPMC and pass these fees onto the relevant Third Party Licensor. Supplier will pay necessary market data fees directly to each Third Party Licensor and will treat such fees as pass-through charges to JPMC without any mark-up. In the event there are any additional fees for use of Third Party IP delivery in conjunction with use of the data, JPMC must be notified in writing by Supplier for the additional fees and must receive consent before any fees apply. Supplier will receive written approval from each Third Party Licensor and provide evidence to JPMC before entitling the content to JPMC.

Upon request by JPMC to Supplier and an amendment to this Schedule, Supplier shall be authorized to act as the agent of JPMC for the purchase of certain data and/or content required by JPMC for this project and is authorized to contract on behalf of JPMC for such purchase. JPMC is responsible for all licensing expenses; any amount of sales, use, excise, gross receipts, value added, goods and services, or other taxes; and any other fees applicable to or arising from the provision or the use of such data and/or content, including any additional fees should Third Party Licensor increase their fees at any time. Supplier will notify JPMC in writing of any fee increases within thirty (30) days of receiving such notice from the applicable source. Subject to the licensing terms with the applicable source, JPMC may elect to remove such content upon written notice to Supplier, and JPMC and Supplier shall mutually agree upon a plan and timeline to remove such content.

Supplier email address for Third Party Content related requests: Data.SolutionsPOC@ihsmarkit.com

Entitlement System Services, Reporting:

Entitlement: In addition and subject to all Third Party Licensors approvals, Supplier will also provide, where applicable, data permissioning for data from Exchanges as well as other third party data providers as may be mutually agreed to by the Parties for specific Subscribers as may be requested by JPMC.

JPMC will provide Supplier with a unique identifier along with parameters indicating to which Market Data Components (and Data Sources) Subscribers are entitled. JPMC's External Client Users shall have entered into a Client Agreement prior to JPMC's provision to Supplier of such unique identifier.

Entitlement Report for Market Data Sources delivered via CSV email based Delivery. On a monthly basis, Supplier shall use commercially reasonable efforts to provide JPMC with an Entitlement report within ten (10) business days of the calendar month end. Such Entitlement report will summarize the quote usage by each Subscriber User.

Third Party Supplier Reporting (including Exchanges): To the extent permitted by the Third-Party Licensors, the Supplier will perform quote counting where applicable for Real-Time Exchanges and provide specific usage reports of such quotes ("**Quote Count Reports**") to each Third-Party Licensor. Supplier will be responsible for the accuracy relating to its quote counting and quote consumption reporting mechanisms to each Third-Party Licensor, and, to the extent its quote

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counting, and quote consumption reporting is inaccurate and additional fees are assessed, Supplier shall be responsible for such additional fees. Notwithstanding the foregoing or anything contained in this Schedule or the Agreement, in the event a Third-Party Licensor determines that Supplier under-reported quotes and such additional fees are assessed by such Third-Party Licensor, JPMC shall be responsible for the actual number of quotes consumed by Subscribers; provided however, in such situation, JPMC shall not be responsible for any penalties assessed by a Third Party Licensor in connection with such under-reporting.

Statistical Usage Report: Upon request, Supplier will provide statistical usage reports to JPMC. Such reports are designed to include usage of market data consumption, real-time or delayed, grouped by Third Party Licensors (Exchange, as well as aggregate usage on Supplier hosted components. JPMC may request such monthly usage reports for the prior twelve (12) months.

8. PERFORMANCE SCHEDULE.

As per Exhibit A (Description of Services and Deliverables Exhibit).

9. LOCATION OF PERFORMANCE.

Supplier and its permitted subcontractors will provide the Services at and from the following location(s) or if required remotely):

5775 Flatirons Parkway, Boulder, CO USA – all services shall be provided from this location

Green Boulevard, Tower C, Plot B-9A, Sector 62, Noida, India – development, QA testing and production support shall be provided from this location

Infrastructure hosting services sub-contracted to NTT Data Service, LLC (refer to section 13 Subcontractor Personnel) with physical data centers located in Plano, TX and Cincinnati, OH.

(“**Service Location(s)**”). Supplier will not add or change any of the Service Locations without the express written authorization of JPMC in each instance.

10. FEES.

The fees for the Deliverables as well as other compensation related terms are due and payable set forth in the Fee Exhibit.

11. MANAGEMENT OF ISSUES.

Supplier will proactively manage issues in a manner that ensures all tasks required to be performed pursuant to this Schedule are performed in a timely manner. Supplier Personnel will immediately escalate an issue if their performance is directly impacted by the failure of JPMC to perform a preceding required task, including as set forth in the JPMC Delays Section 14.7 of the Master Agreement.

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12. NON-PUBLIC CONFIDENTIAL SUPERVISORY INFORMATION.

Both parties will maintain confidentiality under this Schedule in accordance with Confidentiality section 7 of the Master Agreement.

13. SUBCONTRACTOR PERSONNEL.

The following Subcontractor Personnel shall provide Services under this Schedule, and shall be regarded as approved by JPMC for the purposes of the Agreement:

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

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EXHIBIT A**DESCRIPTION OF SERVICES AND DELIVERABLES EXHIBIT**1. Dates of Service.

The Services will start on 1 September 2021 and are estimated to be completed on 30 December 2021. The Services will remain in effect in accordance with the Schedule Term section 2 of this Schedule.

2. Deliverables to be Provided.

Supplier will provide to JPMC the following deliverables:

2a) Alerts Deliverable:

- Users can setup alerts based on the following:
 - set and update user preferences, includes double opt-in for setting/changing email addresses
 - manage alert subscriptions
 - simple alert history view
- For JPM IPB Users:
 - Foreign exchanges on which alerts can be triggered will include:
 - US Composite
 - Hong Kong SE
 - Euronext Cash
 - Deutsche Boerse Xetra Core
 - London SE
 - Exfeed Securities (SIX Swiss Exchange)
 - Copenhagen SE
 - Oslo SE
 - Irish SE
 - Bovespa SE (Sao Paulo SE)
- Supplier will provide data analytics to record the following:
 - Alerts:
 - Triggered data via monthly reports
 - Assumptions:
 - Implementation will be for JPM IPB users
 - Setup of alert trigger and delivery of data to client hosted API endpoint will be the same across JPM IPB users
 - Includes foreign and US exchanges listed
 - UI or email design is out of scope
 - Real/time vs delayed handling consistent and static per user tier
 - Up to 20 alerts from no more than 3 categories (e.g. price, news, time)
 - Processing task for deleted or closed accounts included

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- Up to 50K users and 500K monthly alerts, no more than 1000 alerts/minute at peak periods
- Single time zone (HKT) for all alerts
- JPMC API to process alerts according to Markit Digital standard specifications
- Payload includes trigger event data only, with supplemental Quote and Company data according to the spec to be agreed upon with JPMC
- Security / auth via 2-way SSL or encrypted query string parameters
- Up to 500,000 alerts per month, additional alerts above 500,000 will be charged at \$0.001/alert per month

2b) Exchange Enablement:

- Supplier will enable the following exchanges for all deliverables provided in this Schedule as well as those laid out in Schedule 4 for JPM IPB Users:
 - Tokyo Stock Exchange (TSE)
- Assumptions:
 - Exchange data is delayed
 - Deliverables in Production as of Effective Date, will be updated to include these exchanges
 - Alerts Deliverable in this Schedule will be updated to include these exchanges
 - Back-up SIP Feed Deliverable does not include these exchanges
 - Additional language support is out of scope
 - Additional quote reporting for these exchanges is out of scope as data is delayed

2c) Backup SIP Feed :

- Supplier will enable a back up NBBO feed on the US Composite (NASDAQ and NYSE Including OTC) exchanges
- Supplier will use reasonable commercial efforts to provide a monthly quote report via email to JPMC within first 5 days of every month as defined in Section 4.5 (iv) above.
- Assumptions:
 - JPMC maintains the necessary data licensing to power all functional requirements.
 - UTP OTC data will be used (if UTP + OTCBB (bid/ask) data is needed, a separate license outside of the composite feed is needed)
 - JPMC will deliver quote reporting to the exchanges (Markit will provide the reports to JPMC)
 - JPMC will ensure that it has signed subscriber agreements with the Third Party Licensors listed in this Schedule (or as mutually agreed to by the parties in writing under the instructions of JPMC) covering and consenting to the access and use of the Third Party Licensor's data by JPM and its users.
- c. Up to 2 million quotes per month, additional quotes above 2M will be charged at \$0.001/quote per month

2d) Exchange Reporting Solution:

- Supplier will provide standard aggregated quote report to JPMC (for OTC as well)

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- Quote report is delivered automatically monthly to JPMC provided email address and direct to Exchange
- Quote report will include number of quotes per user. Professional/Non-Professional designation is not required and therefore out of scope
- Quote reports will be delivered within first 5 days of the month for the previous month.
 - Quote reports will be delivered by email to: claire.wu@jpmorgan.com and kaibo.huang@jpmorgan.com Should there be any changes to the above email address, JPMC agrees to provide Markit with an updated email address from time to time, during the Term.
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- Assumptions:
 - JPMC will have the necessary exchange agreements in place
 - UTP OTC data will be used (if UTP + OTCCB (bid/ask) data is needed, a separate license outside of the composite feed is needed)
 - Markit will deliver quote reporting directly to the exchanges in line with Section 4.6 above
 - JPMC will ensure all users have signed subscriber agreements
 - Exchange reporting applies only for back up SIP feed / NBBO data from NASDAQ and NYSE (including OTC). All other exchanges are out of scope

3. Requirements.

Supplier's Services and Deliverables will meet the following requirements:

- Network connectivity and authentication via OAuth extension grant for JWT and Client credentials grant.

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FEE EXHIBIT**1. INTRODUCTION.**

This Exhibit sets forth the terms and conditions for the pricing and invoicing of fees and other amounts payable by JPMC to Supplier, and the crediting of certain amounts against such payments, pursuant to this Schedule.

In this Fee Exhibit, a fee payable for Services priced by is payable for the Supplier correctly processing the applicable item(s), or otherwise delivering the applicable Services, in accordance with the terms of this Schedule, including the Service Levels set forth in the Service Levels Exhibit.

The fees payable with respect to ongoing Services in each month shall be calculated as the sum of:

- d. the Implementation Fees as set forth in Section 2 of this Fee Exhibit;
- e. Ongoing Fees as set forth in Section 3 of this Fee Exhibit;
- f. less any Performance Credits to which JPMC is entitled under the terms of the Service Levels Exhibit;
- g. less all other applicable fee credits;
- h. plus any Pass Through Expenses payable under Section 4 of this Fee Exhibit;
- i. plus any Termination Assistance Services Fees, if applicable.

All pricing provided by Supplier under this Schedule shall be consistent with this Fee Exhibit, including any volume-based discounts and hourly rates.

The fees set forth in this Fee Exhibit are intended in the aggregate to compensate Supplier for all costs incurred and resources used in providing the Services. Supplier acknowledges and agrees that, other than taxes due on the Services in accordance with the Master Agreement, JPMC shall pay no additional or separate charges for any Services, management, production, operational support and other services relating or incidental to the performance of the Services.

Without limiting the paragraph above, the Services provided under this Schedule include the acquisition, provisioning, staging, configuring, installing, testing, operating, maintaining, upgrading, and enhancing the equipment and connectivity. All costs and expenses related to complying with this provision will be borne by Supplier and are included within the Ongoing Fees as described below.

2. ONE-TIME IMPLEMENTATION FEES.

	Milestone Name	Date	Payment
1	Backup SIP Feed Solution	Payable at Launch Date	US\$15,000

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1. ONE-TIME EXCHANGE ENABLEMENT FEES.

	Milestone Name	Date	Payment
1	SET UP FEES – EXCHANGES	Payable at Launch Date, or November 15, 2021 whichever is earlier	US\$36,000

2. ONGOING FEES.

Starting from the Launch Date of the API Solution and for the duration of the Schedule Term, JPMC will pay Supplier a total of US\$162,000 per annum payable on a monthly basis.

Fees for the API Solution will be in effect as long as the API Solution is in Production.

	Milestone Name	Date	Payment
1	API Solution	Commence at Launch Date of the API Solution	US\$12,000 per month
2	Exchange Reporting Solution	Commence at Launch Date of the Exchange Reporting Solution	US\$1,500 per month

Additional ongoing fees: up to 500,000 alerts triggered per month, additional alerts above 500,000 will be charged at \$0.001/alert triggered per month and invoiced monthly. Subscriber will be alerted in the event the threshold has been reached via monthly reporting and will be entitled to invoice for such additional alerts above the permitted alerts cap as aforementioned.

Additional Implementation fees: one-time fees above cover up to 2 million quotes per month, additional quotes above 2M will be charged at \$0.001/quote per month

3. PASS THROUGH EXPENSES.

The following are valid Pass Through Expenses:

- j. Travel expenses as agreed between the parties. All Supplier travel, per diem, and stay costs that Supplier incurs, shall be

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incurred in accordance with JPMorgan Chase Supplier Travel Policy (a current copy of which is located at <https://www.jpmorganchase.com/corporate/About-JPMC/ab-personnel-policies.htm> or is otherwise available from JPMC upon request) and shall be subject to approval by JPMC in advance of incurring such expense.

- k. Meals and Entertainment Expenses: JPMC and Supplier agree that if JPMC reimburses meal and/or entertainment costs incurred by Supplier, any Internal Revenue Code Section 274 limitation on deductibility of the costs will be the responsibility of Supplier not JPMC.

4. INVOICING.

JPMC will be invoiced by the Supplier and pay such invoices in accordance with the terms of Section 5 of the Agreement.

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SERVICE LEVELS EXHIBIT

5. DEFINITIONS.

The following terms will have the following meanings when used in this Schedule:

“Credit” means one (1) percent of the Fee for the Services during the Measurement Period.

“Disruptive Maintenance” means a Measurement Interval during which the Services or System is unavailable due to maintenance, of which JPMC has received, at least five (5) business days prior notice.

“Downtime” means a Measurement Interval during which Supplier fails to provide the full functionality of the Services and System, excluding Disruptive Maintenance.

“End User” means the ultimate user of the System in a production environment.

“Incident” means any issue that prevents the System 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 JPMC and Supplier staff.

“Measurement Interval” means one minute.

“Measurement Period” means one month, less any Disruptive Maintenance.

“Resolution Time” means the elapsed clock time between (i) JPMC’s Service Call to report a problem and (ii) implementation of a change in or adjustment to the System that corrects the problem and causes the System to be in Compliance and operate without malfunction.

“Response Time” means the elapsed clock time between (i) the Service Call to report a problem and (ii) a Supplier technical support analyst capable of understanding the problem speaking to JPMC’s support contact about the problem.

“Right of Termination for Deficiency” means JPMC’s right to terminate the Services without penalty, effective upon notice to Supplier, which may be exercised within 30 days following the completion of the applicable Measurement Period.

“Service Network” means the network used by Supplier to provide the services.

“Third Party” means any service, data or content provider that is neither the JPMC nor Supplier.

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“Workaround” means a solution that resolves a problem without decreasing System features, functionality or performance or resulting in an added burden or expense to JPMC.

6. RESPONSE AND ESCALATION SERVICES.

Supplier will respond to any and all Incidents, requests for maintenance, support services escalations, or queries via its Tier 1 Support Center (“Tier 1”) 24 hours a day, 7 days per week, 365 days per year. 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.

Upon notice of any Incident related to any part of the services provided by Supplier to JPMC, 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.

For all issues classified “Sev 1 –Total Outage” or “Sev 2 – Major Outage” as per Table 2 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 JPMC with proactive status updates via email or phone.

Supplier will respond to Incidents, requests for maintenance, support service escalations, or queries from JPMC or approved representatives of JPMC only. Should an End User contact Supplier directly, Supplier will (i) instruct the End User to contact JPMC directly and (ii) request the Project Manager to follow up with JPMC.

Incident Severity Determination: Supplier will classify escalation severity level for any Incident (whether reported by JPMC or via Supplier internal monitoring alert) according to the criteria in Table 2.

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.

7. System Response Time Requirement

Supplier will ensure that the Customized Solution meets specific targets as set forth below (“System Response Time Requirement”).

Monitoring Approach: Each request will be continuously monitored from more than one location outside of Supplier’s network on a round-robin basis at least once per minute. System response time will be recorded by Supplier’s external monitoring provider. System response times will not be considered for failures, as failures are addressed by the Uptime Requirement.

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System Response Time Calculation: Response Time will be calculated at the end of each month based on data provided by Supplier's external monitoring provider. The percentage of requests that satisfy the Response Time Requirement shall be the number that completed in less than the associated target time divided by the total number of requests that completed successfully. One percentage will be calculated for each request during the month.

Exclusions: Any impact due to a Third Party will be excluded from the System Response Time Requirement calculation.

Credits: If, in any calendar month during the Term, Supplier falls below the System Response Time Requirement, then without limiting any other right or remedy to which Client may be entitled as a result of such System Response Time, whether under this Agreement, at law or in equity, Supplier will grant JPMC a proportional 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 to for the same period. If multiple requests fail to meet the System Response Time Requirement in a given month, the total Credits shall be the largest of the individual Credits.

For clarity, the page to be monitored for the System Response Time Requirement and the System Response Time Target shall be:

Request and Target	Percentage of Requests meeting Requirement	Credit
<p><u>Real Time Price Alerts:</u></p> <p>Real-time price alerts must be sent within 5 minutes of triggering event occurrence</p> <p><u>Non-Real Time Price Alerts:</u></p> <p>All non-real-time price alerts must be sent within 30 minutes of the scheduled times</p>	<p>98.00-98.99%</p> <p>95.00-97.99%</p> <p>94.99% or less</p>	<p>One Credit</p> <p>Two Credits</p> <p>Three Credits</p>

The above Service Levels apply to alerts successfully delivered on the first try. These do not apply to alerts that experience any ISP issues, email bounces, etc.

8. REPORTS.

Supplier will provide to JPMC, upon written request, within 15 business days of the end of each calendar month during the term of this Schedule, a report or series of reports that cover, at a minimum, the following information regarding the performance of the System and Services:

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9. To be automated for distribution to JPMC on a monthly basis (Issue Response):
- (A) the Service Credits earned by JPMC;
 - (B) standard monthly usage report
 - (C) monthly reporting on System Response Time Requirement;
10. To be distributed to JPMC upon occurrence and/or request (Demand Management):
- (A) a summary of actions taken or planned to remedy any failure by Supplier to meet any of the Service Levels set forth in this Exhibit.
 - (B) Postmortem - Markit will provide detailed reporting for all Sev 1 – Total Outage or Sev 2 – Major Outage Incidents, including a summary of the Incident and its impact, chronology of actions taken, time to resolution, lessons learned, and opportunities for improvement. Such report will be delivered to Client within five (5) business days of the resolution of the Incident.
 - (C) Ad-hoc Reports – To the extent that the information requested from JPMC is available

For avoidance of doubt, the foregoing reports are in addition to any reports and analytics described elsewhere in this Agreement.

Certificate Of Completion

Envelope Id: 8149DE63400844D28394C0322E8B10EB

Status: Completed

Subject: CW3018925 - Markit on Demand Inc_IPB HK Alerts and SIP Feed_JPMCBNA_(CW3018925) final.pdf

Source Envelope:

Document Pages: 19

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mefflin, Lorraine A

AutoNav: Enabled

270 Park Ave FL 12

Enveloped Stamping: Enabled

New York, NY 10017

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

lorraine.a.mefflin@jpmorgan.com

IP Address: 216.109.110.11

Record Tracking

Status: Original

Holder: Mefflin, Lorraine A

Location: DocuSign

11/25/2021 3:21:48 AM

lorraine.a.mefflin@jpmorgan.com

Signer Events

LORRAINE MEFFLIN

lorraine.a.mefflin@jpmorgan.com

Category Manager

JP Morgan (SAP)

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

A8C940F59997431...

Signature Adoption: Pre-selected Style
Using IP Address: 170.148.215.156

Timestamp

Sent: 11/25/2021 3:23:00 AM

Viewed: 11/25/2021 3:25:01 AM

Signed: 11/25/2021 3:25:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Catherine Allegra

catherine.allegra@ihsmarkit.com

SVP

Security Level: Email, Account Authentication
(None)

DocuSigned by:

D028124950F0428...

Signature Adoption: Pre-selected Style
Using IP Address: 166.205.159.61
Signed using mobile

Sent: 11/25/2021 3:25:06 AM

Viewed: 11/25/2021 11:35:56 AM

Signed: 11/25/2021 12:27:58 PM

Electronic Record and Signature Disclosure:

Accepted: 11/25/2021 11:35:56 AM

ID: 6520f962-a005-4cbb-867a-ff6cdfdfa813

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/25/2021 3:23:00 AM

Certified Delivered

Security Checked

11/25/2021 11:35:56 AM

Signing Complete

Security Checked

11/25/2021 12:27:58 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	11/25/2021 12:27:58 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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How to contact JP Morgan (SAP):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: debra.t.logan-rabb@jpmchase.com

To advise JP Morgan (SAP) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at debra.t.logan-rabb@jpmchase.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from JP Morgan (SAP)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to debra.t.logan-rabb@jpmchase.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with JP Morgan (SAP)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to debra.t.logan-rabb@jpmchase.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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