

SCHEDULE 15
Interactive Charting SDK

This Schedule is made pursuant to a Master Services Agreement made between the Bank of Montreal ("BMO") and Markit On Demand Inc., formerly known as Wall Street On Demand, Inc. effective as of the 1st day of December, 2008 (the "Agreement" or "MSA"). This Schedule is entered into between BMO and Markit North America, Inc., with registered address at 620 Eighth Avenue, 35th Floor, New York, 10018 USA ("Markit").

For the purpose of this Schedule and as per section 18.1 of the Agreement, BMO agrees that upon signature of this Schedule all rights and obligations of Markit On Demand, Inc. under the Agreement are assigned to Markit. Markit agrees to assume such rights and obligations and BMO acknowledges and consents to such assignment and assumption.

Unless otherwise set out, the terms and provisions of the Agreement are incorporated in this Schedule. This Schedule is effective as of the 28th day of May, 2017 (the "Effective Date").

A. Term and Termination

This Schedule shall commence on the Effective Date and remain in effect for 1 year thereafter. The Schedule will automatically renew for additional 1 year periods unless Client or Markit gives written notice of termination at least sixty (60) days prior to the expiration of the then current term.

B. Description of Services

Markit will provide Bank of Montreal with our Interactive Charting SDK for iOS. Included with the iOS SDK, we will provide full documentation and support to help BMO developers implement the SDK. BMO's symbol set will be integrated for use in the SDK solution. MOD will provide BMO with updates to the SDK as enhancements are added and made available for use.

Included with the Interactive Charting SDK will be the following features and functionality:

- Easily add, pan, pinch and zoom interactive charts to your application
- Tap and hold Crosshair support to see every value on the chart
- Intraday and InterDay charting support
- Highly customizable options including fonts, colors, margins, different chart styles, legend style and features
- Supports many security types including stocks, mutual funds, ETFs, Index Funds, options and CEFs
- Supports the following Upper Indicators
 - Bollinger Bands
 - EMA (up to 3 lines)
 - Price
 - Simple Moving Average (up to 3 lines)
 - Time Series Forecast
 - Price Channel
 - MAE
 - WMA (up to 3 lines)
 - PSAR
 - Linear Regression
 - Dividends, Earnings, and Splits
 - Latest Price
- Supports the following Lower Indicators
 - MACD
 - Volume
 - Revenues
 - Up/Down
 - Mass Index
 - Momentum
 - PROC
 - Chaikins
 - Relative Strength Index
 - Williams Percent R

- Money Flow Index
- On Balance Volume
- Volume Rate of Change
- Fast Stochastics
- Slow Stochastics
- Ultimate Oscillator
- Accumulation/Distribution
- DMI, DMIADX, and DMIADXR
- Money Flow
- The Interactive Charting SDK will be made available in 64 bit code version.
- The Interactive Charting SDK is supported on the following versions
 - iOS 6+
 - iPad 2+
 - iPhone 4+
 - Requires Xcode 5.x for development

C. Development Schedule
None

D. Information Security Requirements
See MSA

E. Subcontractor who will assist in providing the Services
None

F. Audit Rights and Attestations
See MSA

G. Insurance Requirements
See MSA

H. Contingency Planning and Disaster Recovery
See MSA

I. Performance Measures and Service Levels

MOD will provide t -1 iOS version support.

Support Levels:

The levels of severity for providing problem resolution are defined as follows:

(a) Severity 1: Emergency - an issue or problem that prevents MOD from being able to provide the charting service and that has significant adverse business impact to BMO IL and/or its clients.

(b) Severity 2: Limitation - an issue or problem: (i) rendering the charting service partially unavailable; and (ii) having significant adverse business impact on BMO IL's ability to provide services to its clients or MOD's ability to provide services to BMO IL.

(c) Severity 3: Minor Defect - an issue or problem in which charting services are generally available and functionality is not significantly affected, but in which a correction or modification is required to enable the normal function and operation of the services.

RESPONSIVENESS AND RESOLUTION

After a request for problem resolution is requested by BMO IL, MOD shall provide an initial response, acknowledging receipt of a request, obtaining an initial assessment as to the potential problem and arranging appropriate follow-up activity. Problem resolution requests will be resolved as follows:

Severity Level	Response Time (Service Level)	Problem Status Updates (Service Level)	Target Resolution Time (Service Level)
Severity 1: Emergency	15 Minutes	Hourly until MOD identifies the problem; once the problem is identified, MOD will provide estimated time of completion	2 hours during Business Hours 4 hours during Non- Business Hours or Holidays
Severity 2: Limitation	15 minutes	Twice daily	12 Business Hours 24 hours during Non- Business Hours or Holidays
Severity 3: Minor Defect	24 hours	Weekly	As mutually agreed

"Business Hours" means 8:00AM - 6:00 PM US EST on a Business Day.

"Non- Business Hours" means any hour other than a Business Hour.

Service Levels:

Servers and Uptime. MOD shall make available the iOS Charts SDK on its servers. The Uptime for the charting service shall be 99.9% each calendar month. The "Uptime" percentage shall be calculated by subtracting the total minutes of Downtime during the month from the total minutes in the month, dividing the difference by the total minutes in the month, and then multiplying the result by 100, as shown in the following equation:

$$\text{Uptime percentage} = \frac{(\text{Total minutes in month} - \text{total minutes of Downtime in month})}{\text{Total minutes in month}}$$

"Downtime" means those periods of time during which the charting service is unavailable, except where unavailability is due to: (i) the unavailability of BMO IL's WebSite, (ii) the acts or omissions of BMO IL or its employees, agents or third-party contractors, (iii) the inability to correct failures where BMO IL's aid is necessary but BMO IL and/or its employees or agents are inaccessible; (iv) an Event of Force Majeure, (v) scheduled or emergency maintenance up to an accumulated time of 4 hours per calendar month, (vi) network outages or equipment failure outside of MOD's reasonable control, and (vii) cybercrime, such as denial of service attacks. MOD will make commercially reasonable efforts to schedule maintenance during non-peak hours and to provide BMO IL with at least 24 hours prior notice of any maintenance that will involve both Parties.

Service Credits, Service Level Defaults and Service Level Termination Event

Service Credits:

If the Uptime percentage falls below 99.9% in any calendar month, the following Service Credits shall apply, which, along with the Service Level Termination rights set forth below, will be BMO IL's sole remedy for Downtime:

Uptime Percentage	Service Credit*
Uptime of 99.9% or higher (Less than 43 minutes of Downtime)	No Credit
Uptime of 99.0% - 99.8% (Between 43 and 432 minutes of Downtime)	1%
Uptime of 98.0% - 98.9% (Between 432 and 864 minutes of Downtime)	2%

Uptime of 97.0% - 97.9% (Between 864 and 1296 minutes of Downtime)	4%
Uptime of 96.0% - 96.9% (Between 1296 and 1728 minutes of Downtime)	6%
Uptime of 95.0% - 95.9% (Between 1728 and 2160 minutes of Downtime)	10%
Uptime of 90.0% - 94.9% (Between 2160 and 4320 minutes of Downtime)	25%
Uptime of 75.0% - 89.9% (Between 4320 and 10,800 minutes of Downtime)	40%
Uptime of less than 75.0% (more than 10,800 minutes of Downtime)	50%

Services Credits will be a percentage of the applicable service fees owed by BMO IL pursuant to this Schedule.

Service Level Termination Event

In addition to the applicable Service Credit, BMO IL may terminate this Schedule without liability to MOD if the Uptime percentage falls below 99.0% (a) during for any two (2) consecutive months, or (b) for any three (3) months within any nine (9) month period.

J. Service Fees, Payments and Invoicing

The Service Fee for all of the work enumerated in this SOW shall consist of a monthly licensing fee of USD \$6,000 commencing upon the Launch Date as defined above.

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CANADA

K. Reporting N/A

L. Governance See MSA

IN WITNESS WHEREOF the parties hereto have signed this Schedule 9, effective as of the date and year first written above.

BANK OF MONTREAL

Per:

(Signature)

Silvio Stroescu
(Name)

President, BMO InvestorLine Inc.
(Title)

June 22, 2017
(Date)

MARKIT NORTH AMERICA, INC.

Per:

(Signature)

BRAD MEDD

(Name)

MANAGING DIRECTOR

(Title)

June 23, 2017

(Date)

michael@justbuildit.com - Jul 29, 2024, 1:14:35 PM America/New_York