

WORK ORDER NO. 136
SAC, Heatmap

This Work Order No. 136 (the “**Work Order**”), effective as of the Start Date set forth below, is a part of and incorporated into the Development and Hosting Agreement between Charles Schwab & Co., Inc. (“**Schwab**”) and Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. (“**Contractor**”), dated September 1, 2003, as amended (“**Agreement**”). Capitalized terms not defined in this Work Order are as defined in the Agreement. In the event of any conflict between the Agreement and this Work Order, the terms of the Agreement shall govern.

1. **Contacts:**

| | |
|----------------------------|--|
| Contractor Representative: | Sarah Sharp |
| Address: | 5775 Flatiron Parkway Boulder, CO 80301 |
| Telephone number: | 303-583-4326 |
| Email address: | sarah.sharp@ihsmarkit.com |
| Schwab Representative: | Stephen Bauer |
| Address: | 9800 Schwab Way Lone Tree, CO 80124 |
| Telephone number: | (512) 682-5952 |
| Email address: | stephen.bauer@schwab.com |

2. **Term of Work Order:**

Start Date: August 1, 2022

This Work Order shall commence as of the Start Date and shall remain in effect for two (2) years (the “**Initial Term**”). Upon completion of the Initial Term, this Work Order shall automatically renew for successive one (1) year terms (each a “**Renewal Term**”) solely with regard to Hosting Services related to this Work Order, subject to earlier termination by Schwab pursuant to the terms of the Agreement. The Initial Term and any Renewal Terms are referred to herein collectively as the “**Term**.” Contractor shall provide Schwab with at least ninety (90) days prior written notice before the end of any Term where there is a fee increase applicable to the Renewal Term that is about to commence.

3. **Services to be Performed; Schedule of Deliverables/Milestones; Requirements; Acceptance Criteria; Due Dates:**

A. Services to be Performed and Deliverables.

Project scope: Contractor will create a new Heatmap to be used on Schwab Advisor Center (SAC) as outlined below.

Specifications and Assumptions:

- Create new heatmap module
- Create chart interface – inclusive of index dropdowns and timeframe buttons
- Create new data call
- Create heatmap chart

- View by Sector – Company
- View by Sector – Industry
- Dropdown integration
 - Drill-in to single sector
- Symbol quote ‘baseball card’ hover box
- Real-time CBOE One data will be used
- Heatmap will be hosted by Contractor (“**Hosting Services**”)
- Assumption: re-use existing baseball card hover box
- Assumption: use existing data source for Indices
- Assumption: use D3 to draw the tree map
- Assumption: SAC is entitled to use CBOE One for this Heatmap

B. Schedule of Services and Deliverables; Milestones.

| Service/Deliverable/Milestone | Estimated Completion Date* |
|--|--|
| Requirements finalized and Project Kick-Off | 08/01/2022 |
| Schwab QA complete and Services and Deliverables for SAC Heatmap project is in Acceptance | Continual QA throughout development process. All will be finalized prior to mutually agreed upon date in advance of promotion. |
| Functionality of SAC Heatmap project is moved to Contractor’s production environment (“ Launch Date ”) | At mutually agreed on date and as part of a regularly scheduled bi-weekly maintenance/enhancement release in 2022. |

* To the extent that certain Services or Deliverables under this Work Order depend on Schwab inputs, Contractor shall not be liable for delays caused by Schwab or its agents.

C. Acceptance Criteria.

All Services and Deliverables provided under this Work Order are subject to Acceptance testing pursuant to Section 7 of the Agreement (except that upon completion of review and testing pursuant to the second sentence of Section 7.2 of the Agreement, Schwab shall notify Contractor whether it Accepts or Rejects such Service and/or Deliverable under this Work Order within 20 business days rather than promptly) and will be performed in accordance with the Specifications provided herein.

4. **Contractor IP:**

Listing of Contractor IP, if any, as required in Section 13.5 of the Agreement: None.

5. **Third Party IP:**

Listing of Third Party IP, if any, as required in Section 13.7 of the Agreement: None.

6. **Payment Terms:**

A. Contract Sum: For the Initial Term, the total amount payable under this Work Order shall not exceed \$150,000 (the “**Contract Sum**”). The Contract Sum is composed of: (i) a one-time fixed development fee of \$90,000 for the Services and Deliverables described in this

Work Order, and (ii) a monthly fee of \$2,500 for Hosting Services during the Initial Term following the Launch Date (up to \$60,000 in the aggregate). After the Initial Term, the monthly fee for Hosting Services will continue to be \$2,500, unless Contractor provides Schwab with written notice ninety (90) days prior to the beginning of any Renewal Term that such fee may change, subject to Section 2 of this Work Order.

B. Payment Schedule: Contractor shall invoice Schwab in accordance with the following schedule:

| Invoice Date | Invoice Amount |
|---|-------------------------------|
| Upon completion of Services and Deliverables by Contractor and Acceptance by Schwab, Contractor shall invoice Schwab a one-time fee | \$90,000 |
| Following the Launch Date, Contractor shall invoice Schwab a monthly fee for Hosting Services each month thereafter, in arrears | \$2,500 (monthly hosting fee) |

C. Reimbursable Expenses: Schwab will reimburse Contractor solely for the following documented expenses ("**Reimbursable Expenses**"), up to a maximum of \$0. All Reimbursable Expenses shall be included in, and not in addition to, the Contract Sum.

D. Invoices: Schwab will provide Contractor with a Purchase Order or contract control number ("**Order Number**") for invoicing under this Work Order. Contractor agrees that it will provide the Order Number on each invoice and that no invoice will be considered validly submitted under this Work Order without such Order Number. Whenever a Purchase Order is issued by Schwab as provided herein, the Parties agree that any such issuance is for convenience of the issuer and the terms and conditions of any such Purchase Order are superseded by this Work Order and the Agreement.

DocuSigned by:
MARKIT ON DEMAND, INC.

By: Catherine Allegra
Name: Catherine Allegra
Title: SVP
Date: 6/6/2022 | 2:54 PM PDT

DocuSigned by:
CHARLES SCHWAB & CO., INC.

By: Jon Patullo
Name: Jon Patullo
Title: Managing Director
Date: 6/6/2022 | 2:27 PM PDT

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JD