S&P Global
Market Intelligence

STATEMENT OF WORK NUMBER 28

This Statement of Work ("**SOW**") incorporates by reference all terms and conditions of the Markit Master Agreement ("**MA**") between Markit Group Limited and Morgan Stanley & Co. LLC. dated September 9, 2013 and Markit Services Addendum ("**Addendum**") between Markit North America Inc., ("**S&P**") and Morgan Stanley Services Group Inc. (assignee by Morgan Stanley & Co. LLC) ("**Client**" or "**Morgan Stanley**"), dated October 14, 2013.

1. Term

This Statement of Work shall be deemed to be effective from April 1, 2024 (the "**Effective Date**") and will remain in effect until all deliverables have been provided by S&P, and payment has been rendered by Client.

2. Project Description

1.1 S&P will rebuild the 12 E*TRADE pages listed in Appendix A as new modern web components ("**Customized Solution**").

1.2 Scope and Assumptions:
- S&P will update current technology of pages outlined in Appendix A.
  - The pages will be built based on modern web components
- S&P will design pages outlined in Appendix A utilizing Client's design standards, Campfire.
  - This is a 1:1 redesign to incorporate modern technology and designs into Client pages. Essential and minimal enhancements to designs will be included.
  - S&P will provide first round of designs to Client's design team for review and adherence to design standards prior to development starting on those pages.
  - This will not fully reimagine the pages but will enhance the tech behind the current functionality today while making minor aesthetic adjustments as necessary.
  - Team will design to 2 breakpoints and build to 4.
- S&P will enable ChartIQ (replacing legacy Modcharts) as the price charts within the outlined pages.
- S&P will leverage existing market data entitlements.
- Assumption: Data remains the same as today.
- Assumption: Functionality of data remains same as today.
- Assumption: Design consults as necessary with ET design team.
- Assumption: Components will be accessible to WCAG 2.1 AA.
- Assumption: Components will be responsive to 4 breakpoints, Client to provide.

3. Acceptance

Commencing on the Launch Date (defined as when project functionality is moved to a S&P production environment) or as otherwise agreed by the parties in writing, Client shall conduct testing on the Customized Solution within ten (10) business days (the "**Acceptance Period**"). Within the Acceptance Period, Client shall provide written notice of acceptance or rejection. In the event Client rejects any part of the Customized Solution, Client shall provide adequate explanation regarding the material defects. If Client fails to provide written notice of rejection within the Acceptance Period, S&P may deem the Customized Solution accepted. The date upon which Client accepts the Customized Solution, or the Customized Solution has been deemed accepted, shall be referred to as the "Acceptance Date."

Notwithstanding the remainder of this section, Client's right to accept the Customized Solution is applicable solely to completion of listed project milestones and overall completion of development services. Hosting Services are not subject to Client's acceptance. Client agrees that the usage of hosting services by Client constitutes acceptance of the hosting services.

4. Governance

The Services will be delivered via the agile methodology, in accordance with which deliverables for any given 2-week work period (a "Sprint") will be defined and mutually agreed in writing by Client and Markit, and documented within the software application used by Markit at the beginning of each Sprint**.**

5. Content

Client will be responsible for licensing all data, content, and fonts required for this project. S&P can recommend and make introductions to appropriate providers, but Client will be responsible for all agreements with and payments to such providers.

6. Fees

The Service Fee for the work enumerated in this SOW shall consist of a one-time development fee of $485,000, due on the Acceptance Date

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7. Bug Fixes and Material Changes

S&P will not charge any additional fees for work done to address any material defects in the Customized Solution so it conforms to the original requirements set out in this SOW and its functional documentation ("**Bug Fixes**") provided that Client notifies such material defects to S&P, in writing, within the Acceptance Period.

S&P will make any changes beyond Bug Fixes and if applicable, changes covered by the Enhancement Budget, at the rate of $225 an hour. Changes requested after Client has given final approval on the Customized Solution, project deliverables or designs will be billed on a time and materials basis at the rate of $225 an hour.

Should Client want S&P to perform additional work, the parties will enter a separate SOW.

8. Project Management

a) The parties shall arrange and attend progress and review meetings at regular intervals and locations to be agreed between the parties from time to time during the term of this SOW.

b) Each party shall appoint a project manager to assume overall responsibility for their respective roles and obligations under this SOW. At the date of this SOW, the Parties' project managers shall be as follows:

- For Client, Kevin.Scrivanich@morganstanley.com;
- For S&P, Kate.Rackliff@spglobal.com.

c) Without limitation, the parties' respective project managers will be responsible for: coordinating the performance of the work enumerated in this SOW, including overseeing the conduct and quality thereof; arranging and attending (personally or by representative) progress and review meetings; and regular day to day liaison between the parties.

10. Invoices

All invoices for the work enumerated in this SOW shall be sent to the following representative of Client:

Fact_invoices@morganstanley.com

SIGNED for and on behalf of
Markit On Demand, Inc. by:

X_____

Signature   RENEE SPAMPINATO
FF1C9DED2D584A8...

X_____

Print Name   RENEE SPAMPINATO

X_____

Title   Head of Fincentric

To be completed by Client:

SIGNED for and on behalf of
Morgan Stanley Services Group, Inc. by:

DocuSigned by:

Sal Cucchiara

X_____0069F0551BAE4BA..._____

Signature

X Sal Cucchiara_____

Print Name

X Managing Director_____

Title

2/27/2024

Authorized Client Signatory	
Name: Sal Cucchiara	
Title: Managing Director	Email:
Phone:	City

Note: Information necessary for S&P's contract compliance and due diligence purposes

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Appendix A

Quotes Charts	www.etrade.wallst.com/v1/stocks/charts/charts.asp
Quotes Charts	www.etrade.wallst.com/v1/stocks/charts/liquid.asp
Quotes Research	www.etrade.wallst.com/v1/stocks/research/research.asp
Quotes Earnings	www.etrade.wallst.com/v1/stocks/earnings/earnings.asp
Quotes Fundamentals	www.etrade.wallst.com/v1/stocks/fundamentals/fundamentals.asp
Quotes Insider Activity	www.etrade.wallst.com/v1/stocks/ownership/insiders.asp
Quotes Snapshot (Comparison)	www.etrade.wallst.com/v1/stocks/multisnapshot/multisnapshot.asp
Quotes Historical Quote	www.etrade.wallst.com/v1/stocks/historic_quote/historical.asp
Quote Snapshot Search	www.etrade.wallst.com/v1/stocks/snapshot/symbol_lookup.asp
Portfolio Tab (Funds)	www.etrade.wallst.com/v1/stocks/fund_portfolio/portfolio.asp
US Markets	www.etrade.wallst.com/research/markets/overview
Market Movers	www.etrade.wallst.com/research/markets/movers

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