

WORK ORDER NO. 168
SAC, Morningstar Analyst Research Center Update to Direct Compass

This Work Order No. 168 (the “**Work Order**”), dated January 29, 2024 (the “**Execution Date**”) and 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. The Parties agree this Work Order has been in full force and effect at all times since the Start Date.

1. Contacts

Contractor Representative:	Sarah Miceli
Address:	5775 Flatiron Parkway Boulder, CO 80301
Telephone number:	303-583-4288
Email address:	sarah.miceli@spglobal.com
 Schwab Representative:	 Jessica DeMartino
Address:	5010 Wateridge Vista Drive San Diego, CA 92121
Telephone number:	858 458 8082
Email address:	Jessica.demartino@schwab.com

2. Term of Work Order:

Start Date: November 20, 2023

Estimated Completion Date: March 31, 2024

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

Contractor will update authentication workflow and connection to the new Morningstar Research Portal (“**Direct Compass**”) for Schwab’s advisors from the Schwab Advisor Center (“**SAC**”) (each a “**SAC Advisor**”) to access Direct Compass.

A. Services and Deliverables; Scope and Assumptions

Scope:

- Contractor will implement new single sign-on (“**SSO**”) to launch the new Morningstar Research Portal (Direct Compass) from Schwab’s network or systems.
- Contractor to setup security assertion markup language (“**SAML**”) handshake with Morningstar.
- Contractor will manage error handling message to SAC Advisor.

- Schwab SAC team will provide a Globally Unique Identifier (“**GUID**”) to support the new Direct Compass personalized experience. For purposes of this Work Order, the term “Globally Unique Identifier” shall mean a 128-bit text string that represents an identification (ID).
 - If a Globally Unique Identifier is supplied, Morningstar will maintain a personalized watchlist and Direct Compass settings experience;
 - If a Globally Unique Identifier is not supplied, Direct Compass experience will not be personalized.
- Contractor will incorporate error handling (i.e., when no Globally Unique Identifier is provided, bad request, etc.)
- Contractor will update two locations to route users to Direct Compass:
 - Markets -> Market Reports -> Morningstar Services -> Visit Analyst Research Center; and
 - Stocks -> Analyst Reports -> Analyst Reports->under “Morningstar Services” click “Visit the Analyst Research Center”
- Contractor will update language of URL link to “Visit Direct Compass”:
 - Markets -> Market Reports -> Morningstar Services -> Visit Analyst Research Center; and
 - Stocks -> Analyst Reports -> Analyst Reports->under “Morningstar Services” click “Visit the Analyst Research Center”

Assumptions:

- Contractor can obtain a Globally Unique Identifier from the webpage at <https://advisorservices.schwab.com/> and will pass the Globally Unique Identifier to Morningstar.
- Contractor will have access to Morningstar development team to exchange meta data, development specifications questions, QA validation coordination.
- Schwab has contract in place with Morningstar that covers all requirements necessary for the completion of these Services.
- Contractor Network Operating Center will not be supporting issues within Direct Compass beyond that of what is necessary to support the Services as provided for herein, including without limitation, the Direct Compass logging during SAML Authentication.

B. Estimated Schedule of Services and Deliverables; Milestones.

Service/Deliverable/Milestone	Estimated Completion Date*
Project Kick-off	November 20, 2023.
Continual quality assurance (“ QA ”) by Contractor throughout the development process. Schwab QA complete and Services and Deliverables under this Work Order have been Accepted	On a timeframe sufficient for Schwab to conduct Acceptance Testing per Section 7 of the Agreement and subsection 3(C) hereunder, and, if Accepted by Schwab, no later than one (1) week in advance of the Launch Date.
Functionality moved to Contractor’s production environment (“ Launch Date ”)	On or before March 31, 2024.

* 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 from the date of submission of the Services and/or Deliverables) 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: The total amount payable under this Work Order shall not exceed \$25,000 (the "**Contract Sum**")
- B. Payment Schedule: Upon completion of the Services and Deliverables by Contractor and Acceptance by Schwab, Contractor shall invoice Schwab the Contract Sum.
- C. Reimbursable Expenses: Schwab will reimburse Contractor solely for 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.

Signature Page Follows

MARKIT ON DEMAND, INC.

By: 
2D2E73927A8344E...
Name: Renee Spampinato
Title: Head of Fincentric
Date: 2/7/2024 | 9:12 AM PST

CHARLES SCHWAB & CO., INC.

By: 
0F3EDB4DBCE94D2...
Name: Justin DiFilippo
Title: Managing Director
Date: 2/6/2024 | 2:41 PM PST

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