

WORK ORDER NO. 166**Schwab Eligibility Grouping Rule Updates**

This Work Order No. 166 (the “**Work Order**”), entered into as of August 28, 2023 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.

1. Contacts

Contractor Representative:	Sarah Miceli
Address:	5775 Flatiron Parkway Boulder, CO 80301
Telephone number:	303-583-4288
Email address:	sarah.miceli@ihsmarkit.com
Schwab Representative:	Rochelle Tijerina
Address:	4701 E Francisco Dr. Phoenix, AZ 85055
Telephone number:	(737) 346 7439
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2. Term of Work Order:

Start Date: August 28, 2023

Estimated Completion Date: March 31, 2024

Schwab and Contractor hereby agree that the Work Order has been continually in full force and effect at all times since the Start Date.

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

Services and Deliverables shall include:

Contractor will add new Eligibility Grouping Rule “EGR” dataset to be used in several locations across multiple Schwab platforms. Dataset will replace ‘Availability’ and ‘Status’ functionality. Contractor will update across Schwab.com and Schwab Adviser Center (SAC) with new EGR dataset made available by Schwab.

- Identify all locations where Schwab is currently displaying the ‘Availability’ and ‘Status’ data points

- Contractor to receive dataset via Batch extract file (JSON)
- For locations noted below for Schwab.com, design and implement new experiences. Designs to be finalized and agreed upon by Contractor and Schwab, as specified by Schwab and in accordance with the Agreement.
 - MF Compare
 - Availability information pop-up
 - Disclosure updates
 - Quote Summary (Mobile App – returned via an API)
 - Availability datapoint - information function
 - Disclosure updates
 - Fund Facts & Fees (zoomed and un-zoomed)
 - Availability information pop-up
 - Disclosure updates
 - MF Screener (Regular & Pop-up screener)
 - Information pop-up
 - Disclosure updates
- Remove the Availability data point from First Glance API
 - Contractor will not be incorporating the new data point into First Glance API as Schwab will source directly.
- SAC specific Deliverables:
 - Investment Detail Page
 - Delete existing "Status" info popup (which provides Trading Information and Availability)
 - The "Status" field will provide the values based on EGR dataset
 - The "Availability" field will be populated by data based on EGR dataset The "Eligible Account Type" + "EGR Trade Status" information will be provided via a link popup
 - Screener
 - The "Status" field will be populated by data based on EGR dataset The "Eligible Account Type" and information will be provided via a link popup
 - Compare Tool
 - Adjust source for 'Institutional No Transaction Fee' and 'Transaction Fee' datapoints
 - INTF Drop-Down Screener and Badging
 - Adjust source for 'Institutional No Transaction Fee' drop-down screener
 - Adjust source for 'Institutional No Transaction Fee' INTF badge
- Locations:
 - Schwab.com
 - Legacy
 - SPA
 - Prospect
 - First Glance API
 - Mobile App – API only
 - SAC
 - Investment Detail Page
 - Screener
 - Compare Tool

Assumptions

- There are no changes required for Print/Export options within any tools – functionality to remain as it is on Start Date
- JSON Final file will contain Schwab Security ID and CUSIP
- JSON Sample file is required prior to starting
- Understanding of data being provided vs data being displayed in Modal

B. Estimated Schedule of Services and Deliverables; Milestones.

Service/Deliverable/Milestone	Estimated Completion Date*
Project Kick-off	August 28, 2023
Continual QA throughout development process.	
Schwab QA complete and Services and Deliverables under this Work Order have been Accepted within Contractor's UAT/test environment – Milestone 1	December 15, 2023
Functionality moved to Contractor's production environment (" Launch Date ") – Milestone 2	TBD based on mutual coordination with Schwab business units

* 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 \$161,500 (the "**Contract Sum**").

- B. Payment Schedule: Upon completion of the Services and Deliverables by Contractor and Acceptance by Schwab, Contractor shall invoice Schwab for the Contract Sum as follows:

Invoice Date	Invoice Amount
Upon completion of Milestone 1 by Contractor and Acceptance by Schwab	\$155,000
Upon completion of Milestone 2 by Contractor and Acceptance by Schwab	\$6,500

- 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

MARKIT ON-DEMAND, INC.

By: Renee Spampinato
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Name: Renee Spampinato
Title: Head of Markit Digital
Date: 8/28/2023 | 8:38 AM PDT

CHARLES SCHWAB & CO., INC.

By: Andrea Hasaka
8A1G9B4GGA55422...
Name: Andrea Hasaka
Title: Managing Director
Date: 8/25/2023 | 5:00 PM PDT

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