

**WORK ORDER NO. 144****New Report API: Argus Options**

This Work Order No. 144 (the "**Work Order**"), effective as of the Start Date set forth below, is a part of and incorporated into the Development and Hosting Agreement ("**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. 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:	Rochelle Tijerina
Address:	4701 E Francisco Dr. Phoenix, AZ 85055
Telephone number:	(737) 346 7439
Email address:	Rochelle.Tijerina@Schwab.com

**2. Start Date:** January 24, 2022

This Work Order shall commence as of the Start Date and shall remain in effect for two (2) years, unless earlier terminated as provided in the Agreement (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 next Renewal Term.

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

Contractor will create a new API built onto Apigee that will initially obtain Argus Options reports.

**Specifications, Requirements and Assumptions:**

- Build new API on Apigee API framework
- Initial API wrapper to be used for multiple vendor reports
- Integrate Argus Options reports into Contractor environment
- Add Argus Options Reports to new API
- API will allow for more reports to be added
- API will support unique identifiers to see what channel is using the API for tracking and performance monitoring purposes
- API will go through performance testing and will be scaled to handle anticipated post-Client Day 1 load
- The new Apigee API will be utilized in the following locations:
  - RMS (Ratings and futures reports tool)
    - Contractor will integrate into solution of Contractor hosted UI
  - SAC
    - Contractor will integrate into solution of Contractor hosted UI
  - Mobile – provide API for Schwab to utilize
- Contractor will add the data points to surface the reports in the following locations (not utilizing the Apigee API):
  - Prospect site (no access to report, Contractor to display report name)
  - Legacy site (ratings module)
- Assumption: API current intention is for use on Schwab.com Retail and SAC
  - API has ability to be scaled and used elsewhere. This addition will be defined further by Schwab and subject to Contractor's written approval and applicable fees prior to being implemented elsewhere.
- Assumption: Performance test load to be determined and provided by Schwab.

B. Schedule of Services and Deliverables; Milestones.

Service/Deliverable/Milestone	Estimated Completion Date*
Project Kick-off	January 24, 2022
Schwab QA complete and Services and Deliverables under this Work Order have been Accepted	Continual QA throughout development process. All will be finalized prior to mutually agreed upon date in advance of promotion.
Functionality of API 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 and will be performed in accordance with the Specifications provided herein and by Schwab.

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 \$188,000 (the “**Contract Sum**”). The Contract Sum is composed of: (i) a one-time fixed fee of \$140,000 for the Services and Deliverables described in this Work Order, and (ii) a monthly fee of \$2,000 for Hosting Services during the Initial Term following the Launch Date (up to \$48,000 in the aggregate). After the Initial Term, the monthly fee for Hosting Services will continue to be \$2,000, unless Contractor provides Schwab with written notice ninety (90) days prior to any Renewal Term that such fee may change, subject to Section 1 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.	\$140,000
Following the Launch Date, Contractor shall invoice Schwab a monthly fee for Hosting Services each month thereafter, in arrears.	\$2,000 (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.

**MARKIT ON-DEMAND, INC.**

By: Catherine Allegra  
D028124950F0428  
Name: Catherine Allegra  
Title: SVP  
Date: 1/4/2022 | 7:13 AM PST

**CHARLES SCHWAB & CO., INC.**

By: Chris Fritz  
CECD0317AA22429...  
Name: Chris Fritz  
Title: Vice President  
Date: 1/4/2022 | 7:06 AM PST

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RT  
12/28/2021 | 7:37 AM PST