



GEP: CW298216.3

BAML  
Schedule 170

Proprietary &amp; Confidential

## SCHEDULE #170: 2024 SUPPORT FOR MERRILL EDGE

This Schedule 170 (the "**Schedule**") is entered into between Markit North America, Inc. ("**S&P**") and Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**Customer**") pursuant to and incorporating by reference all terms and conditions of to the Application Development and Hosting Agreement (the "**Master Agreement**") by and between Customer and S&P dated January 1, 2007. References to "MOD" / "Markit" / "IHS Markit" and "Subscriber"/"Client" (as the case may be in the Master Agreement) shall be read, for the purpose of this Schedule, to mean "S&P" and "Customer" as defined herein.

This Schedule shall be a separate and distinct addendum to the Agreement and to Schedule 100 entered into between S&P and Customer on April 1, 2011 ("**Schedule 100**"). The parties agree that this Schedule and the services provided hereunder are subject to the terms and conditions of the Master Agreement, incorporated into this Schedule by reference. In the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule, Schedule 100 and the Master Agreement, the terms and conditions of this Schedule shall prevail. For purposes of this Schedule, the Master Agreement, Schedule 100 and this Schedule 170 shall be referred to herein as the Agreement. All capitalized terms used but not defined in this Schedule shall have the meanings given to such terms in the Master Agreement or Schedule 100.

This Schedule commences on January 1, 2024 ("**Effective Date**").

### 1 Project Description

S&P will provide a team of fifteen (15) dedicated full-time equivalent employees (the "**Retainer**") to progress work on certain innovative concepts for the Merrill site for the period of January 1, 2024 through December 31, 2024.

Under the Retainer, S&P is expected to provide support for previously launched initiatives as well as focus on some or all of the following:

- Options Phase 2
- Dynamic Insights Titles in unauth
- Enhancements to Idea Builder
- Enhancements to Stock and Fund Story
- Portfolio Allocation and Back Testing
- ADA 2.1
- Improving News Experience
- Education Page design and copy strategist work
- Copy strategist support for Sales Page

These various initiatives shall collectively be referred to as the "**Project**".

#### 1.1 Project Team

S&P will staff the Retainer with a team of 15 full-time equivalents ("FTEs") across the following roles:

- Business Analyst
- Designers
- Technical Manager
- Web developers, API developers, and Back-End Engineers
- Quality Assurance

#### 1.2 Project Governance

The project will be delivered via the agile methodology. The deliverables for any given 2-week work period ("Sprint") will be defined and mutually agreed by Client and S&P at the beginning of each Sprint, and documented within the software application used by the parties to track activities.

### 2 Term

This Schedule will commence on the Effective Date and conclude on December 31, 2024.

### 3 Content

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

### 4 Intellectual Property

Notwithstanding anything in the Agreement to the contrary, the parties agree that the "look and feel", the unique visual design presentation of the web pages, and the unique user interface, to the extent originated and prepared for Customer pursuant to this Agreement, shall belong exclusively to Customer and shall not be redistributed by S&P to others.

### 5 Service Fee

Customer will pay the following monthly, fixed fee for the Retainer described in Section 1 as follows:

January 1, 2024 – June 30, 2024: \$300,000 per month

July 1, 2024 – December 31, 2024: \$342,500 per month

In the event Customer requests and S&P agrees in writing to increase the number of FTEs for any number of Sprint(s), the fees shall be adjusted accordingly. In the event that the parties mutually agree to continue the project beyond the original contract Term, the fees shall be adjusted accordingly.

Once the Initial Term of this Schedule 170 is complete, any further work (including extension beyond the original Term) will be addressed by amendment to this Schedule 170, creation of a new Schedule between the parties, or under Schedule 100 between the parties.

### 6 Contact

The contact for this Schedule 170 shall be:

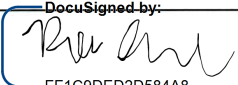

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980.387.6511



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ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
SIGNATURE <div>DocuSigned by:  FF1C9DED2D584A8...</div>	SIGNATURE 
PRINT NAME Renee Spampinato	PRINT NAME William D. Ballard
TITLE Head of Fincentric	TITLE Vice President
DATE OF SIGNATURE March 14, 2024	DATE OF SIGNATURE March 13, 2024

*Handwritten:* michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New\_York

*Handwritten:* (circled 'e')

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