



BAC ARIBA ID: CW1552080

BAML
Schedule 135

Proprietary & Confidential

**SCHEDULE #135:
DESIGN SUPPORT FOR MERRILL.COM**

This *Schedule 135* to the *Application Development and Hosting Agreement* (the "Master Agreement") dated January 1, 2007 by and between Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Client") and Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("Markit"), is made and entered into between Client and Markit North America, a company incorporated in Delaware, United States of America whose principal office is at 450 West 33rd Street, New York, NY 10001, as of October 1, 2020 (the "Effective Date").

This Schedule #135 shall be a Schedule to the Master Agreement and, in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this Schedule 135 and the Master Agreement, the terms and conditions of this Schedule 135 shall prevail. For purposes of this Schedule 135, the Master Agreement and this Schedule 135 shall be referred to herein as the Agreement.

1 Description

Markit will provide two (2) full-time equivalent ("FTE") Design and other personnel ("Design Retainer") to progress various design initiatives as prioritized by Client.

Markit anticipates staffing the Design Retainer with the following personnel, whose work shall collectively be equivalent to 2 FTEs:

- Designer
- Creative Director
- Project Manager

Projects/pages to be addressed within the Design Retainer may include but are not limited to:

- Why Merrill
- Pricing
- Investing Category Page
- Relationship
- Investment Products
 - Stocks
 - Mutual funds
 - ETFs
 - Fixed income
- Tools
- BBI
- College
- Retirement
- Small Business
- Investment Product
- Reputation & Trust
- Small Business FAQs

2 Working Relationship

Client shall provide Markit with direction as to which work should be given priority at any given time; the parties shall work together to ensure that initiatives are appropriately resourced to meet needs and deadlines.

3 Term

This SOW shall commence on the Effective Date and remain in effect through September 30, 2021 ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to extend the term no later than thirty (30) days prior to the expiration of the term then in effect.

4 Content

Client will be responsible for licensing and providing all data, content, and fonts required. Markit can recommend and make introductions to appropriate providers, but Client will be responsible for all agreements with and payments to such providers.

5 Service Fee

Client will pay the following monthly, fixed fees for the Design Retainer described in Section 1 above: \$20,000/FTE/month, for a total of \$40,000/month.

Client may opt to increase or decrease the number of FTEs provided under this Schedule #135 by providing Markit with 30 days' notice; in such event, fees shall be adjusted accordingly.

Markit may invoice the Client for the applicable monthly fee at the start of each month.

6 Invoices

All invoices shall be submitted to Client monthly via the Ariba system.

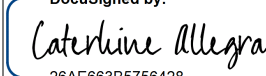
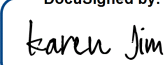
The following contact individual shall be point of contact for this contract:

Landon Massey
One Bank of America Center
150 N College St
Charlotte, NC 28255
landon.massey@bofa.com



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ACCEPTED MARKIT NORTH AMERICA INC.	ACCEPTED MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
SIGNATURE DocuSigned by:  26AE663B5756428... Date 10/22/2020	SIGNATURE DocuSigned by:  A7FF2A07902546B... Date 10/22/20
PRINT NAME Catherine Allegra	PRINT NAME Karen Jim
TITLE Global Head, Markit Digital	TITLE Vice President; Sr. Procurement Specialist

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