

WORK ORDER NO. 135
API upgrade to Apigee

This Work Order No. 135 (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 Drive Phoenix, AZ 85055
Telephone number:	(737) 346 7439
Email address:	Rochelle.Tijerina@Schwab.com

2. Start Date: January 15, 2022

This Work Order shall commence as of the Start Date and shall remain in effect for two (2) years, (the “Initial Term”). Upon the expiration of the Initial Term, this Work Order will automatically renew for five (5) successive one (1) year terms (each a “**Renewal Term**”) solely with regard to Hosting Services related to this Work Order, subject to earlier termination in accordance with 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 Renewal 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 11 new APIs on the apigee platform as described below.

Specifications, Requirements and Assumptions:

- All APIs upgraded at once, including:

- Stock Charts (Unzoomed)
- Stock News
- Stock Dividends
- Stock Earnings
- Stock Share Profile
- Top News Mentions
- Market Reports
- Breaking News
- Futures
- Company Movers
- Mutual Fund (MF) Performance (Quarterly Pre-Tax Returns) – its own API to allow for future use and ease of use across IAT/Mobile
 - Assumptions specific to MF Performance API
 - Building to the RMS Beta Symbol Specific Page experience.
 - Providing no chart specific data points. Chart will be built with same data points used in the table
- All requested APIs will include data points called out across Schwab.com/mobile/IAT
 - Specific data points to be memorialized and confirmed in Epic in Jira.
- Schwab will be responsible for front end UI components and integration of APIs
 - Integration of these APIs into Contractor hosted UI is not part of the scope of this Work Order
- APIs must go through performance testing and handle the anticipated loads post CD1 (exact load to be determined by Schwab)
- APIs must allow easy adding/removing of data points in the future
- APIs will be used cross-channel
- Documentation should be provided for each API that includes mapping of data points to ultimate source

B. Schedule of Services and Deliverables; Milestones.

Service/Deliverable/Milestone	Estimated Completion Date*
Requirements finalized	January 15, 2022
Each API will move through QA and to production iteratively from Start Date until Launch Date.	To be determined based on mutual agreement of API readiness for promotion.
Functionality moved to Markit production ("Launch Date")	June 15, 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 \$250,000 (the "**Contract Sum**"). The Contract Sum is composed of: (i) a one-time fixed fee of \$250,000 for the Services and Deliverables described in this Work Order, and (ii) a discounted fee of \$0 for Hosting Services related to this Work Order during the Initial Term. Following the Initial Term, a monthly fee of \$6,000 shall apply for Hosting Services during each Renewal Term, unless Markit provides Schwab with ninety (90) days written notice prior to any Renewal Term following the first Renewal Term that such fee may change.

B. Payment Schedule: Contractor shall invoice Schwab in accordance with the following schedule:

Invoice Date	Invoice Amount
Upon completion of the Services and Deliverables by Contractor and Acceptance by Schwab, on or about the Launch Date	\$250,000
As of the first Renewal Term, Contractor shall invoice Schwab a monthly fee for Hosting Services each month thereafter, in arrears.	\$6000

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
Name: Catherine Allegra
Title: SVP
Date: 12/18/2021 | 8:28 PM PST

CHARLES SCHWAB & CO., INC.

By: Chris Fritz
Name: Chris Fritz
Title: Vice President
Date: 12/18/2021 | 11:34 AM PST

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