

**WORK ORDER NO. 148****SAC, Market Indices API**

This Work Order No. 148 (the "**Work Order**"), 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 Sharp  
 Address: 5775 Flatiron Parkway  
 Boulder, CO 80301  
 Telephone number: 303-583-4326  
 Email address: Sarah.sharp@ihsmarkit.com

Schwab Representative: Heath Batz  
 Address: 9800 Schwab Way  
 Lone Tree, CO 80124  
 Telephone number: (720) 418-2581  
 Email address: Heath.Batz@schwab.com

**2. Start Date:** July 1, 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 clone the existing Markets Indices API (unzoomed-only) for Schwab Advisor Center (SAC) to utilize on the SAC Dashboard.

**Specifications, Requirements and Assumptions:**

- Data for US, Europe, Asian regions
- Four time horizons: 1-Day, 5-Day, 1-Month, 1-Year

- Performance chart data for each time horizon
- Index, value, change and percentage (%) change data
- Assumption: SAC Technical/ EMOST (Enterprise Middleware & Online Security Technology) team will be available to work with the Contractor team to configure a new SAC OAuth connection to authenticate to API
- Assumption: SAC is entitled to Schwab-symbol set indices used in this API
- Assumption: API is standalone and SAC specific which will allow for updates
- Assumption: Only un-zoomed data is included (zoomed-in data is excluded)
- Assumption: SAC.com is where the API will appear on the dashboard
- As of the Launch Date, as defined below, Contractor will provide Hosting Services

B. Schedule of Services and Deliverables; Milestones.

Service/Deliverable/Milestone	Estimated Completion Date*
Project Kick-off	July 1, 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 (" <b>Launch Date</b> ")	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 (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 rather than promptly) 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: For the Initial Term, the total amount payable by Schwab under this Work Order shall not exceed \$26,000 (the "**Contract Sum**"). The Contract Sum is composed of:

(i) a one-time fixed development fee of \$8,000 for the Services and Deliverables described in this Work Order, and (ii) a monthly fee of \$750 for Hosting Services during the Initial Term following the Launch Date (up to \$18,000 in the aggregate). After the Initial Term, the monthly fee for Hosting Services will continue to be \$750, unless Contractor provides Schwab with written notice ninety (90) days prior to any Renewal Term that such fee may change, subject to Section 2 of this Work Order.

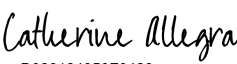
- B. Payment Schedule: Contractor shall invoice Schwab in accordance with the following schedule:

Invoice Date	Invoice Amount
Upon completion of Services and Deliverables by Contractor and Acceptance by Schwab, Contractor shall invoice Schwab a one-time fee.	\$8,000 (one-time fixed development fee)
Following the Launch Date, and each month thereafter, Contractor shall invoice Schwab a monthly fee for Hosting Services, in arrears.	\$750 (monthly hosting fee)

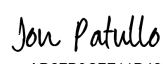
C. Reimbursable Expenses: Schwab will reimburse Contractor solely for the following documented expenses ("**Reimbursable Expenses**"), up to a maximum of \$0. All Reimbursable Expenses shall be included in, and not in addition to, the Contract Sum.

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.**

DocuSigned by:  
  
 By: D028124950E0428  
 Name: Catherine Allegra  
 Title: SVP  
 Date: 6/17/2022 | 5:17 AM PDT

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

DocuSigned by:  
  
 By: AD27B9C7E11D42D  
 Name: Jon Patullo  
 Title: Managing Director  
 Date: 6/8/2022 | 8:43 AM PDT

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