

AMENDMENT NO. 2 TO WORK ORDER NO. 32
SCHWAB TRADESOURCE MARKETS PAGE

Markit On Demand, Inc. ("**Contractor**") and Charles Schwab & Co., Inc. ("**Schwab**") hereby agree to further modify Work Order No. 32, dated April 15, 2015 (as amended, the "**Work Order**"), to their Development and Hosting Agreement, dated September 1, 2003, as amended (the "**Agreement**"), with this Amendment No. 2 (this "**Amendment**"). This Amendment will be incorporated by reference into the Work Order and the Agreement and become a part of the Agreement and Work Order upon the Amendment Effective Date set forth below.

In the event of any conflict between the terms and conditions of this Amendment and the Work Order or the Agreement, this Amendment will control only with respect to the terms and conditions provided herein, otherwise the Work Order and the Agreement will control in the order of precedence set out in the Work Order and Agreement.

This Amendment is executed as of the latest date of signature below and is effective as of May 7, 2023 ("**Amendment Effective Date**").

1. **Section 2.** Section 2 (**Term of Work Order**) is hereby amended by replacing the second sentence with the following:

"Upon expiration of the Initial Term, and solely with respect to the Hosting Services, the Parties agree that the Term of the Work Order shall continue to automatically renew for additional one (1) year terms (each a "**Renewal Term**") unless either Contractor or Schwab provides written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then current Renewal Term, or the Work Order is otherwise terminated in accordance with the Agreement. Contractor reserves the right to increase any fees without further notice, upon commencement of any Renewal Term and annually in advance thereafter, by four percent (4%), with each such increase effective on the commencement of the relevant Renewal Term and each anniversary thereof. If Contractor decides to increase the fees above the four percent (4%), it shall provide Schwab with at least ninety (90) days prior written notice of the end of each Renewal Term, and such notice shall identify fee increase applicable to the Renewal Term that is about to commence."

2. **Continually in Effect.** The Parties hereby agree that the Term of the Work Order is renewed for a one-year Renewal Term, commencing May 7, 2023 through May 6, 2024. The Parties hereby agree that the Work Order has been continually in full force and effect at all times since its Start Date and that Schwab has provided Contractor all notices required to effect the foregoing.

3. **Section 6.** Section 6.A. of the Work Order (Contract Sum) is hereby amended by adding the following language to the bottom of Section 6.A. as follows:

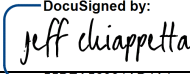
"A.1 Renewal Contract Sum: The total amount payable under the Work Order for the Renewal Term from May 7, 2023 through May 6, 2024 pursuant to the Amendment #2 shall not exceed \$540,000 (the "**Renewal Contract Sum**"). The Renewal Contract Sum shall consist of an ongoing monthly hosting fee of \$4,500. Subject to fee increase applied by

Contractor pursuant to this Amendment, the monthly hosting fee of \$4,500 shall apply to subsequent Renewal Terms thereafter.”

Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement and the Work Order. Other than as set forth herein, all other terms and conditions of the Work Order and the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Amendment through their duly authorized representatives. The Parties hereby acknowledge that they have read this Amendment, the Work Order and the Agreement, and understand and agree to be bound by their respective terms and conditions.

CHARLES SCHWAB & CO., INC.

By: 
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jeff chiappetta

(Printed Name)
Jeff Chiappetta

(Title)
7/11/2023 | 5:35 AM PDT

(Date)

MARKIT ON DEMAND, INC.:

By: 
DocuSigned by:
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Renee Spampinato

(Printed Name)
Head of Markit Digital

(Title)
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