

**AMENDMENT NO. 3 TO WORK ORDER NO. 41**

Markit On Demand, Inc. ("**Contractor**") and Charles Schwab & Co., Inc. ("**Schwab**") hereby agree to amend Work Order No. 41, dated June 8, 2015 (the "**Work Order**"), to their Development and Hosting Agreement, dated September 1, 2003 (as amended, the "**Agreement**"), with this Amendment No. 3 (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 products and services 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 effective as of September 2, 2020 ("**Amendment Effective Date**").


1. **Term of Work Order.** Pursuant to Section 2 of the Work Order, Schwab is hereby providing notice of its intent to renew the Work Order for another Renewal Term, effective as of June 8, 2020.
2. **Contract Sum.** Section 6.A of the Work Order is hereby deleted in its entirety and replaced with the following:
 

"A. **Contract Sum:** The total amount payable under this Work Order shall not exceed \$654,500 for the Term (the "**Contract Sum**"). The Contract Sum shall consist of an ongoing monthly 3rd party fee (described in Section 5 above) of six thousand dollars (\$6,000), commencing on the Start Date and continuing until terminated by Schwab at any time by providing thirty (30) days prior written notice to the Schwab. For the avoidance of doubt, Schwab shall only be obligated to pay fees through the termination date."
3. **Continually in Effect.** Schwab and Contractor hereby agree that the Work Order and the Agreement have been continually in effect at all times since the Start Date of the Work Order, and that Schwab has provided to Contractor all notices required to effect the foregoing and Schwab has not outstanding payments due as of the Amendment Effective Date.


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.

**MARKIT ON DEMAND, INC.**

By:   
 Name: Catherine Allegra  
 Title: SVP  
 Date: 9/4/2020 | 11:30 AM PDT

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

By:   
 Name: Dina Dvorak  
 Title: Vice President  
 Date: 9/4/2020 | 11:11 AM PDT

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