

EXHIBIT A**WORK ORDER NO. 129: Account Summary Modules**

This Work Order No. 129 (the "**Work Order**"), dated December 24, 2020 and 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.

WHEREAS, the Parties entered into Work Order No. 75 to the Agreement, dated November 1, 2017 ("**Work Order 75**"), to increase server capacity to allow for an additional estimated 25 to 40 million monthly page requests for the Account Summary page as a result of the addition of the Account Summary Modules (defined below) being added;

WHEREAS, the Parties further agree to address the Services described below and applicable fees on an ongoing basis while the Parties review and negotiate the consolidation of multiple work orders and the appropriate pricing solution in good faith.

NOW THEREFORE, in consideration of the premises set forth below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. Contacts

Contractor Representative:	Michelle Bishop
Address:	5775 Flatiron Parkway Boulder, CO 80301
Telephone number:	303-402-6132
Email address:	michelle.bishop@ihsmarkit.com
Schwab Representative:	Rochelle Tijerina
Address:	211 Main Street (SF211MN-10-346) San Francisco, CA 94105
Telephone number:	(415) 667-1231
Email address:	Rochelle.tijerina@schwab.com

2. Start Date:	May 1, 2018
Completion Date:	December 31, 2020

The Term of the Work Order commenced as of the Start Date and shall end on December 31, 2020 (the "Initial Term"). Upon the expiration of the Initial Term, the Work Order shall automatically renew for successive three (3) month periods (each, a "Renewal Term") until terminated by Schwab pursuant to the terms of the Agreement. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term." The Parties hereby agree that the Work Order has been continually in full force and effect at all times since its Start Date.

3. Services to be Performed; Schedule of Deliverables/Milestones; Specifications; Service Levels; Acceptance Criteria; Due Dates:**A. Services to be Performed**

Contractor shall provide ongoing Services (including but not limited to hosting, maintenance, support, and reporting) for the Indices, News, and Stay Connected modules that were added to the Account Summary page on or around October 2017 (collectively referred to herein as the "Account Summary Modules").

Such Services shall specifically include:

- Minor enhancements to existing pages, reports, tools and applications. Minor enhancements include required and discretionary work to support and improve experiences, including but not limited to updates for third party providers, disclosures, product offering changes and UI improvements
- Hosting, Maintenance and Daily Production Support
 - Network Operations and help desk for Schwab escalations
 - Bug fixes
 - Site-wide support (data centers, servers, etc.)
 - Throughput: Engineering systems that power charts, news analysis, client engagement, etc. through varying levels of traffic
 - Support: 24/7/365 Production Support Team that oversees internal and external monitors of systems from site availability to CPU utilization and data processing
 - Hosting: Redundancy is provided across multiple data centers that include all the necessary physical and virtual hardware, facilities, connectivity, CDN utilization, software licensing, patching, network bandwidth and support
 - Scalability: Private cloud infrastructure that allows for addition of new capacity on a per-subsystem basis. Hardware can quickly be managed to match up to volume
 - Failover: Users will see the same URL all the time since sites are hosted in redundant data centers with failover by DNS redirection
- Data feed processing and support
 - Regular feed consumption from Schwab and third-party data providers
 - Escalations to third party providers on Schwab's behalf
- Regulatory Updates
 - Changes mandated by Schwab legal, compliance or industry regulators

Contractor will continue to provide access to an optimized data platform that offers scale and leverage as well as high-quality data aggregation, manipulation, normalization and enrichment. All of Schwab's licensed third party and proprietary data will continue to be managed on the data platform.

B. Acceptance Criteria

All Services and Deliverables provided under this Work Order have already been, or are currently subject to (as the case may be), Acceptance testing pursuant to Section 7 of the Agreement and will be performed in accordance with the Specifications provided herein and by Schwab.

C. Due Dates

Due dates for minor enhancements and modifications will be agreed to by the Parties prior to commencing those Services.

Number of additional pages, if any, attached: N/A.

4. **Contractor IP.**

Listing of Contractor IP, if any, as required in Section 13.5 of the Agreement: N/A

Number of additional pages, if any, attached: N/A.

5. **Third Party IP:**

Listing of Third Party IP, if any, as required in Section 13.7 of the Agreement: N/A

Number of additional pages, if any, attached: N/A.

6. **Payment Terms:**

A. Contract Sum:

Upon execution of this Work Order, Contractor shall invoice Schwab a one-time payment of three hundred twenty thousand dollars (\$320,000) for the Initial Term. For the avoidance of doubt, the one-time payment of \$320,000 will cover the Services rendered from May 1, 2018 through December 31, 2020. This Agreement is the total agreement of the Parties with respect to the Services and fees covered by the Initial Term and replaces any prior negotiation or agreements between the Parties, whether written or oral. The one-time payment of \$320,000 is Contractor's sole and exclusive remedy and Schwab's sole and exclusive obligation and liability for the Services during the Initial Term. Upon payment by Schwab to Contractor of the one-time fees hereunder, Contractor releases and forever discharges and covenants not to pursue a claim against Schwab and its predecessors, successors, officers, directors, employees, agents, representatives, parents, affiliates, franchisees, assigns, stockholders, attorneys and all persons acting by, through, under, or in concert with any of them, from any and all claims, demands, damages, liabilities, obligations, costs, accounts, liens, actions, causes of action, covenants, judgments, charges, suits, executions, losses, debts and expenses (including attorneys' fees) of every kind and nature whatsoever, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, contingent or direct, liquidated or unliquidated (collectively, "**Claims**"), which it ever had, owned or held, now has, owns or holds, or at any time hereafter may have, own or hold, arising out of or relating to the payment for Services rendered and associated fees solely during the Initial Term.

Commencing on the first Renewal Term and continuing thereafter until terminated, the Contract Sum for each Renewal Term shall be twenty thousand dollars (\$20,000) (the "**Monthly Fee**") which shall be invoiced to Schwab on a monthly basis in arrears. This Monthly Fee covers the current usage of Schwab site and will be reviewed or renegotiated between the Parties no later than twenty-four (24) months or once the TD Ameritrade current user base is migrated, whichever is earlier.

This Monthly Fee consists of:

- All Services for the Account Summary Modules, including but not limited to, the hosting and provisioned infrastructure capacity necessary to support them.
- Contractor will provision incremental infrastructure capacity, in real-time, as necessary to ensure the continued performance of applications.

B. Payment schedule:


Invoice Date	Invoice Amount
Upon execution of the Work Order	\$320,000 (one-time payment for Services rendered from May 1, 2018 through December 31, 2020)
Commencing on January 1, 2021, for each Renewal Term, Contractor shall invoice Schwab the Monthly Fee on a monthly basis in arrears	\$20,000 (Monthly 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.

E. Daily Credit for Late Delivery of Services and/or Deliverables: N/A

MARKIT ON DEMAND, INC.

By: 
 Name: Catherine Allegra
 Title: SVP
 Date: 12/29/2020 | 10:56 AM PST

CHARLES SCHWAB & CO., INC.

By: 
 Name: Dina Dvorak
 Title: Vice President
 Date: 12/29/2020 | 8:51 AM PST

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