

EXHIBIT A**WORK ORDER NO. 163**
Aggregation of Custom Content for Find Your Investment Advisor

This Work Order No. 163 (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:	 Deirdre Campbell
Address:	211 Main St. San Francisco, CA 94105
Telephone number:	415-667-1407
Email address:	Deirdre.Campbell@schwab.com

2. Term of Work Order:

Start Date:	November 6, 2023
Fixed Completion Date:	November 5, 2025

This Work Order shall commence as of the Start Date and shall remain in effect for twenty-four (24) months after the Start Date, unless earlier terminated as provided in the Agreement (the “**Initial Term**”). Upon the expiration of the Initial Term, this Work Order shall automatically renew for successive one (1) year terms (each a “**Renewal Term**”) unless Schwab provides Contractor with notice of non-renewal at least thirty (30) days prior to expiration of the then current Term. The Initial Term and any Renewal Terms are referred to herein collectively as the “**Term**”.

3. Services to be Performed; Deliverables; Service Levels**A. Services to be Performed:**

This Work Order shall cover existing and ongoing Services that Contractor performs as of the Start Date for Schwab pursuant to the contracts listed in the Table 1 below (collectively, the “**FYIA Solution**”). A historical reference to the scope and requirements set out in each Work Order and/or Statement of Work at time of execution can be found in Appendix A included herein.

- i. Concurrently with the Start Date, the Parties shall terminate the Work Order and Statements of Work set out in Table 1 below, including any amendments thereto (collectively, the “**Terminated RIA Solution SOWs**”). If applicable, Contractor agrees to credit Schwab under this Work Order for any fees paid under the Terminated RIA Solution SOWs for Services and Deliverables performed or to be

performed by Contractor following the Start Date hereof pursuant to this Work Order, to avoid any duplication in charges.

Table 1

Terminated Contracts	Terminated Contract Name
Statement of Work No. 209, effective September 13, 2011, as amended, entered into by the Parties pursuant to their Master Internet Site Agreement, effective February 1, 2001, as amended (" MISA Agreement ")	<i>RIA Promotional Site Hosting and Support</i>
Statement of Work No. 218, effective November 1, 2012, as amended, entered into by the Parties pursuant to the MISA Agreement	<i>Schwab RIA Marketing Hub Hosting and Support</i>
Work Order No. 8, effective March 26, 2013, as amended, entered into by the Parties pursuant to the Agreement	<i>RIA stands for You Advisor Directory</i>

Contractor shall adhere to the Service Levels set forth in the Agreement.

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: The total amount payable under this Work Order shall not exceed a fixed fee of \$552,000 (the "**Contract Sum**") during the Initial Term of this Work Order. More specifically, the Contract Sum shall consist of an ongoing monthly fee of twenty-three thousand dollars (\$23,000) beginning at the Start Date and continuing monthly through the Initial Term. Any price increase shall be in accordance with the terms in the Agreement.

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

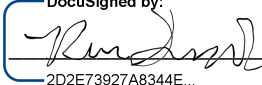
Invoice Date	Invoice Amount
Following the Start Date, Contractor shall invoice Schwab a monthly fixed fee of \$23,000 for the Services and Deliverables described herein (including Hosting Services).	\$23,000 (monthly fee), payable in advance

- 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.

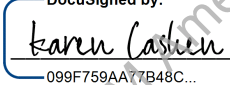
- D. Invoices: Schwab will provide Contractor with a purchase order or contract control number ("**Order Number**") for invoicing under this Work Order. Contractor agrees that it will provide the Order Number on each invoice and that no invoice will be considered validly submitted under this Work Order 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. Enhancements: Schwab is entitled to an enhancement budget equal to fifteen percent (15%) of the monthly fee to fund enhancements to the Services, which may include design changes, addition of new features, or integration of new data (the “**Enhancement Budget**”). Contractor’s hourly rate is \$225 for Services and Deliverables related to enhancements hereunder. Contractor will multiply the rate of \$225 an hour by the number of hours worked on enhancements requested by Schwab under this Work Order and subtract the resulting total from the accrued Enhancement Budget. The Enhancement Budget shall accrue each month and any unused Enhancement Budget in any month shall carry over to the following month and shall accrue on a rolling twelve (12) months basis. Contractor will provide Schwab with a monthly accounting of its Enhancement Budget. Absent an approved change order or amendment, additional requested assistance exceeding the Enhancement Budget shall be deemed out of scope and shall be subject to a separate work order. If any part of the Enhancement Budget is applied towards Services and/or Deliverables beyond the scope of this Work Order, the Parties shall promptly and in good faith amend this Work Order to include such Services and/or Deliverables.

MARKIT ON DEMAND, INC.

DocuSigned by:
 By: 
 2D2E73927A8344E...
 Name: Renee Spampinato
 Title: Head of Markit Digital
 Date: 10/29/2023 | 7:51 AM MDT

CHARLES SCHWAB & CO., INC.

DocuSigned by:
 By: 
 099F759AA77B48C...
 Name: Karen Cashen
 Title: Vice President
 Date: 10/27/2023 | 4:07 PM MDT

DS


10/27/2023 | 2:37 PM MDT

APPENDIX A TO WORK ORDER NO. 163 ANNUAL SCOPE

Services and Deliverables shall include the following:

Find a Local Advisor	<ol style="list-style-type: none"> Design of and Hosting Services for web interface under the “/FindAdvisor” path <ul style="list-style-type: none"> Search functionality that presents results on a Google map; Advisor Details pages that has specific data about each location. Integration and ongoing maintenance of Advisor Directory location data: <ul style="list-style-type: none"> This data is what drives the search functionality; Including monthly updates of geo-location data, using the license held by Schwab to query Google location data. Integration and ongoing maintenance of web interface under the “/FindAdvisor” path: https://www.findyourindependentadvisor.com/FindAdvisor
Independent Advisor Learning Center	<ol style="list-style-type: none"> Hosting Services for static web interface assets for the following pages on FindYourIndependentAdvisor.com: <ul style="list-style-type: none"> Home page “Benefits of Independence” tab; “Choosing the Right Advisor” tab. Integration and deployment of files provided by Schwab’s third-party provider: https://www.findyourindependentadvisor.com/index.html
Advisor Directory: SAC User Facing Content	<ol style="list-style-type: none"> Design and Hosting Services for a web interface for Schwab advisor firms to submit and maintain their firm listing information, that will be used in the public search site: <ul style="list-style-type: none"> CMS workflow and versioning, including the “Submit” functionality; Storing firms’ listing information. Integration and ongoing maintenance of web interface: https://advisordirectory.findyourindependentadvisor.markitondemand.com/Listing/Welcome

Advisor Directory: Schwab Admin Tool	<ol style="list-style-type: none">1. Design and Hosting Services for a web interface for Schwab admins to view, audit, and approve submitted listings by the Schwab advisor firms:<ul style="list-style-type: none">• CMS workflow and versioning, including the “Approval” functionality.2. Integration and ongoing maintenance of web interface: https://advisordirectory.findyourindependentadvisor.markitondemand.com/Jump?E nv=production&section=Admin&
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