

EXHIBIT A

WORK ORDER NO. 69: Schwab Advisor Center ("SAC") Enhancements – Phase II

This Work Order No. 69 (the "Work Order"), 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. ("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.

1. Contacts.

Contractor Representative:	Spencer Clark
Address:	5775 Flatiron Parkway Boulder, CO 80301
Telephone number:	303-583-6393
Email address:	spencer.clark@ihsmarkit.com
Schwab Representative:	Michelle Delucia
Address:	2309 Gracy Farms Lane Austin, TX 78758
Telephone number:	512-682-5649
Email address:	michelle.delucia@schwab.com

2. Term of Work Order:

Start Date:	September 4, 2017
Completion Date:	December 14, 2019

This Work Order shall commence as of the Start Date and shall continue in full force and effect until December 14, 2019 (the "Initial Term"). Upon the expiration of the Initial Term, Schwab may, at its option, extend this Work Order for up to five (5) consecutive one (1) year terms (each a "Renewal Term") by providing written notice to Contractor at least thirty (30) days prior to the expiration of the pending term; provided that if Schwab does not exercise its option to extend at the end of the Initial Term, or any Renewal Term, the remaining option(s) shall automatically lapse. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term." Contractor shall provide Schwab with at least sixty (60) days prior written notice of the end of the Initial Term and each Renewal Term. Such notice shall identify any fee increase applicable to the Renewal Term that is about to commence in accordance with the Agreement.

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

A. Overview of Services to be Performed.

1. Contractor will design, develop, and host functionality to enable users to compare two portfolios side by side, similar to what is shown in Appendix 2. Additionally, Contractor will implement a new feature that will display a sectors breakdown of portfolio holdings in the lists provided by Schwab (Appendix 1).

Requirements/Specifications

1. Tool will display Sector breakdowns of each list of tickers individually or together, with a display similar to what Contractor hosts on the SAC ETF Portfolio page (see Exhibit B).
2. Contractor will add "Compare" functionality to the Phase I Tool (developed under Work Order No. 66).
3. Contractor will build and host this functionality in the F2 framework.

Assumptions

1. It is assumed Phase I (Work Order #66) is complete prior to project Start Date.
2. It is assumed the API provided by Schwab will be in the same format as the API used in Phase I (Work Order #66).
3. Contractor will not do any rebalancing calculations
4. Internal tickers will be accommodated in this Work Order as long as their CUSIP and associated ticker numbers are provided to Contractor by Schwab.
5. Securities not covered by the Morningstar Data/Equity Warehouse feed or which do not have a CUSIP number provided by Schwab will be excluded from any calculation and bucketed as "Other" in any displays.
6. Contractor will not do any currency conversion calculations.
7. Any asset allocation graphics to follow existing brand standards for donut and table styles.
8. Desktop Support only; no additional Accessibility Requirements beyond the SAC Research Page's current requirements.

B. Schedule of Services and Deliverables; Milestones.

Service/Deliverable	Milestone Completion Date
*Project kickoff (requires Phase I to be complete)	9/4/2017
*Schwab prototype signoff	9/22/2017
Contractor development complete	11/14/2017
Contractor QA complete	11/29/2017
Schwab QA complete	12/8/2017
*Schwab QA signoff	12/8/17
Functionality moved to production (the "Launch Date")	12/14/2017

**Non-Contractor deliverable with a dependency – if the established milestone date is not met, any dates that follow could be impacted*

C. Acceptance Criteria.

All Services and Deliverables provided under this Work Order are subject to Acceptance testing pursuant to Section 7 of the Agreement and will be performed in accordance with the Specifications provided herein and any other specifications requested by Schwab in writing which are accepted in writing by Contractor.

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 \$61,000 (the “**Contract Sum**”). The Contract Sum shall consist of a:
- (i) one-time fixed development fee upon completion of the development phase based on the Requirements and Specifications herein, of thirty-seven thousand dollars (\$37,000); and
 - (ii) an ongoing monthly hosting fee of one thousand dollars (\$1,000) for hosting Schwab Morningstar Style Module - Phase II, beginning at Launch Date (12/14/2017) and continuing for twenty four (24) months thereafter.

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

Invoice Date	Invoice Amount
Upon Acceptance of the Services and Deliverables, on or about the Launch Date (December 14, 2017)	\$37,000 (one-time fixed development fee)
As of the Launch Date (on or about December 14, 2017), Contractor shall invoice Schwab a monthly hosting fee each month thereafter, in arrears.	\$1,000 (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.

By: _____
Name: _____
Title: _____
Date: _____

CHARLES SCHWAB & CO., INC.

By: 
Name: Ed OBRUCHOWSKI
Title: Senior Vice President
Date: 9/20/17



michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

APPENDIX NO. 1

SAC ETF Portfolio Page of which Sector's tab will be modeled.

Equity Sectors as a percent of long equity assets

as of 02/10/2017

Sector	SPY Equity	Percent of Long Equity Assets
Information Technology	21.27%	<div> <div>SPY</div> <div>Equity Sectors</div>  </div>
Financials	14.59%	
Health Care	13.66%	
Consumer Discretionary	12.32%	
Industrials	10.22%	
Consumer Staples	9.33%	
Energy	7.21%	
Oil, Gas & Consumable Fuels	6.01%	
Energy Equipment & Services	1.20%	
Utilities	3.14%	
Materials	2.91%	<div> <div>SPY</div> <div>Equity Sectors</div>  </div>
Real Estate	2.82%	
Telecommunication Services	2.52%	

Equity Sectors as a percent of long equity assets. Industry data provided for Equity ETFs only.

APPENDIX NO. 2

"Compare" functionality would allow SAC to send a second list of tickers that would display alongside the first list, like the below:

