

STATEMENT OF WORK NO. 214
Aggregation of APIs and Mobile Applications for Schwab Mobile

Markit On Demand, Inc. ("MOD"), formerly known as Wall Street On Demand, Inc., and Charles Schwab & Co., Inc. ("Schwab"), hereby agree to supplement their Master Internet Site Agreement effective as of February 1, 2001, as amended (the "Agreement") with the following Statement of Work No. 214 (the "SOW"), dated December 20, 2011 and effective as of May 1, 2011 (the "SOW Effective Date").

The SOW will incorporate by reference the Agreement upon execution of the SOW by both parties. In the event of any conflict between the Agreement and the SOW, the terms of the Agreement shall govern. Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement.

The Agreement and this SOW are the entire agreement between the parties concerning products and services described in this SOW.

This SOW is composed of the following:

- Exhibit A: Aggregation of APIs and Mobile Applications for Schwab Mobile**
- Exhibit B: Service Level and Support Obligations**
- Exhibit C: Term, Fees and Expenses**

In witness whereof, the parties to this SOW execute it through their duly authorized representatives. The parties hereby acknowledge that they have read this SOW, including all exhibits, and understand and agree to be bound by its terms and conditions.

Charles Schwab & Co., Inc.:

Diane Russell
(Signature)

Diane Russell
(Printed Name)

Senior Vice President
(Title)

12/29/11
(Date)

Markit On Demand, Inc.:

James Tanner
(Signature)

James Tanner

MOD Global Head

1/9/12
(Date)

EXHIBIT A TO STATEMENT OF WORK NO. 214
Aggregation of APIs and Mobile Applications for Schwab Mobile

Services to be Performed

MOD shall provide Support Services (defined hereinafter) as they relate to the APIs and mobile applications listed below (collectively, the “Business Requirements”). In addition, MOD shall provide certain modifications and enhancements at no additional cost, as mutually agreed by the parties. “Support Services” shall mean services set forth in this Exhibit A, including but not limited to design, development, quality assurance, hosting, maintenance, support, and ongoing reasonable enhancements for Schwab Mobile.

MOD shall provide the following:

Schwab Mobile Application APIs (iPhone, Android and iPad)

MOD shall host and maintain APIs for the Schwab iPhone, Android, and iPad Apps, including APIs that provide data for pages supporting:

- Markets
- Charts
- Stocks
- Exchange Traded Funds
- Mutual Funds
- Options

1. Mobile Application APIs – Markets Research

MOD shall host and maintain Markets Research APIs. The Markets area provides an overview of daily equity market activities, news, reports and commentaries. Pages include:

- News
- Indexes
- Sectors Performance
- Daily market statistics such as Most Actives, Gainers and Losers

2. Mobile Application APIs - Charts

MOD shall host and maintain the following via APIs:

- Quote details charts for equities, ETF's, and mutual funds listed on U.S. Stock Exchanges
- Growth of 10k chart
- Spark chart
- Interactive chart

3. Mobile Application APIs - Stock Research

MOD shall host and maintain Stock Research APIs with the following functionality:

- **Stock Summary** – provides detailed quotes, news and data for individual stocks. The Summary is comprised of the following pages:
 - Quote details including bid/ask, day change, intraday price range, 52 week price range and share volume.
 - News headlines and articles.
 - Interactive charts and charting tools.
 - Analyst Ratings and Reports – display individual ratings from Schwab (Schwab Equity Ratings) as well as link to their PDF reports.
 - Fundamental data including company earnings
 - Option Chains

4. Mobile Application APIs - ETF Research

MOD shall host and maintain the ETF Research API's with the following functionality:

- ETF Summary
- ETF Performance
- ETF content provided by Morningstar
- ETF Options

Schwab Wireless News API

MOD shall host and maintain the Schwab Wireless News API project, including the following components:

1. An API to return XML containing headlines and story identifiers based on inputs of # of Headlines, Category Codes, Keyword, and/or Symbol.
2. An API to return XML containing the full story for a single inputted story identifier.

Additional Services

In addition to the APIs and applications described above, MOD will provide the following additional services:

- Enhancements to existing APIs and mobile application
 - Design changes
 - New data elements from existing feeds
 - New functions based on existing data
- Hosting, Maintenance and Daily Production Support
 - Network Operations Center, 24/7/365
 - Bug fixes

- API availability monitoring
 - Quote reporting
- Data feed processing, integration and support
 - Quotes
 - Regular feed handling from 3rd party data providers

General

The following applies to all Services described in this SOW #214:

1. Unless Schwab specifies in writing, MOD shall not alter any third party content it receives or retrieves prior to making it available through the APIs and mobile applications.
2. Schwab may request reasonable changes to the APIs and mobile applications. MOD will respond to each change request within five (5) working days by: (a) implementing the requested changes; (b) providing an estimated completion date for any changes that MOD reasonably believes will require more than five (5) working days to implement; or (c) for providing a proposed cost for the requested change. In the case of (c), any additional fee arising shall be agreed to by both parties in writing prior to the rendering of any additional services by MOD.

EXHIBIT B TO STATEMENT OF WORK NO. 214
Aggregation of APIs and Mobile Applications for Schwab Mobile
SERVICE LEVEL AND SUPPORT OBLIGATIONS

Support and training:

1. MOD will provide reasonable training to certain representatives of Schwab as requested by Schwab from time to time, including but not limited to its technical client services group.
2. MOD will provide documentation as deemed necessary by Schwab.
3. All calls relating to Schwab content or functionality received by MOD from Schwab customers will be referred to representatives of Schwab.
4. The Custom Sites and Support Services will be available 24 hours a day, 7 days a week, excluding scheduled maintenance as mutually agreed by the parties, or emergency maintenance. Scheduled maintenance shall be defined as the period once each calendar month per data center not to exceed three (3) consecutive hours in length during which the Services shall be inaccessible. With the exception of emergency maintenance, scheduled maintenance will occur on no more than once a month between 12:00am and 3:00am Eastern time. MOD will use commercially reasonable efforts to ensure any actual downtime is minimized through the use of a redundant Data Center. If the scheduled maintenance falls on a holiday weekend the maintenance will be postponed to the following weekend. MOD may require additional time; any additional time taken is not considered a Scheduled Outage provided it is completed by no later than 7:00 am Eastern time, or has been approved by Schwab 2 days prior to said scheduled maintenance. Scheduled maintenance is excluded from Availability calculations.
5. If any mobile API becomes unavailable for any reason, MOD will immediately act to remedy the problem and shall provide updates to Schwab's designated point-of-contact per the following time table:

Severity Level	Severity Definition	Examples	Target Notification Time	Status Updates
Level 1	Critical Impact Enterprise-wide outages (no work-around) Device or service outage affecting all sites (no work-around)	Enterprise-wide outages (no work-around); All communication lines are down; Device or service outage affecting all sites (no work-around)	Within 15 minutes	Every 30 minutes
Level 2	Major Impact Outages or functionality incidents affecting one site but some clients are still able to use the service satisfactorily	All the servers on one data center are completely down; or complete component outage (e.g. rankings fall on all servers)	Within 30 minutes	Every 1 hour
Level 3	Moderate Impact Outages or functionality incidents which do not prevent the clients from using the services	A partial component outage of some servers or a disruption of the redundancy model; A particular piece of functionality is impaired on limited set of servers (e.g. a quote retrieval system is falling for a specific symbol on a single server instance, or one WAN line is down)	Within 4 hours	Every 1 hour
Level 4	Minor Impact Incidents or issues are not impacting on the satisfactory operation of the service	One server is down (seamless to the end users) or a minor data disruption such as a blank High Low for a symbol	Within 24 hours	

EXHIBIT C TO STATEMENT OF WORK NO. 214
Aggregation of APIs and Mobile Applications for Schwab Research

TERM, FEES AND EXPENSES

I. Term.

The term of this SOW will commence on the SOW Effective Date and last for twelve (12) months ("Initial Term"), at which time it shall renew for additional thirty (30) day periods (each a "Renewal Term") until terminated by Schwab at any time, on thirty (30) days prior written notice to MOD. The Initial Term and Renewal Terms are referred to herein collectively as the "Term."

II. Fees.

- A) **One Time Development Fee:** As of the date of signature, the parties agree and acknowledge that Schwab has paid MOD a one time, fixed development fee of \$100,000.
- B) **Hosting Fees:** As of the SOW Effective Date, Schwab shall pay MOD \$17,500 per month for the Schwab Wireless News API and the iPhone and Android APIs and mobile application. Commencing on October 17, 2011, Schwab shall pay an additional \$15,000 per month for the iPad APIs. Thus, from May 1, 2011 to approximately October 17, 2011, Schwab shall pay MOD \$17,500 per month; starting on October 17, 2011, Schwab shall pay MOD \$32,500 per month.
- C) Schwab is responsible for all license and other fees payable to the third-party information providers for the use of their information or content pursuant to this SOW.
- D) Unless the parties agree in writing to expand the scope of the services to be provided under this SOW, there are no other fees to be paid by Schwab to MOD for the work, deliverables and services provided under this SOW.