

STATEMENT OF WORK No. 215
Schwab OneSource ETFs

Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("MOD") 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. 215 (the "SOW"), dated July 13, 2012 and effective as of July 1, 2012 (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 MOD's provision of the products and services described in this SOW.

This SOW is composed of the following:

- Exhibit A: Schwab OneSource ETFs**
- 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 the Agreement, and understand and agree to be bound by its terms and conditions.

Charles Schwab & Co., Inc.:



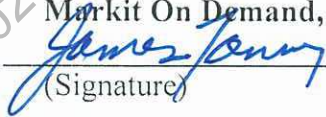
(Signature)
Elizabeth Flynn

(Printed Name)

(Title)

(Date)

Markit On Demand, Inc.:



(Signature)

James Tanner

MOD Global Head

8/3/12

(Date)

EXHIBIT A TO STATEMENT OF WORK NO. 215
Schwab OneSource ETFs

Specifications and Services to be Performed by MOD

MOD shall provide Services including the design, development and hosting of the following functionality around OneSource ETFs. MOD shall complete the design and development by November 27, 2012, unless otherwise agreed to by the parties in writing ("Launch Date").

Overview

Schwab will provide MOD a list of ETFs identified by Schwab as OneSource funds. The data provided by Schwab will then be stored in the MOD database for display in various locations, which are outlined below (note – each item shall include design, development, and hosting by MOD).

- Within the Schwab.com post-authentication pages, MOD shall design, develop and host the following:
 - A page or module as determined by Schwab on the ETF Overview section to highlight/list the ETF OneSource List
 - A page or module as determined by Schwab on the ETF Overview section to highlight and list ETF OneSource Alternatives
 - A page or module as determined by Schwab explaining the OneSource logic – i.e. an educational page, with content provided by Schwab and built into the page or module
 - Addition of OneSource criteria to the ETF Screener
 - Addition of ETF OneSource Icon to the following locations when applicable and as determined by Schwab:
 - ETF Summary
 - ETF Compare Tool
 - ETF Select List
 - ETF Report Card
 - ETF Baseball Card
- Within the Schwab.com pre-authentication pages (i.e. Prospect), MOD shall design, develop and host the following:
 - A page or module as determined by Schwab on the ETF Overview section to highlight and list the ETF OneSource List
 - A page or module as determined by Schwab on the ETF Overview section to highlight and list ETF OneSource Alternatives
 - A page or module as determined by Schwab explaining the OneSource logic – i.e. an educational page, with content provided by Schwab and built into the page or module
 - Addition of OneSource criteria to the ETF Screener
 - Addition of ETF OneSource Icon to the following locations when applicable and as determined by Schwab:
 - ETF Summary

- ETF Select List
- ETF Report Card
- Within SAC.com, MOD shall design, develop and host the following:
 - A page or module as determined by Schwab on the ETF Overview section to highlight and list the ETF OneSource List
 - A page or module as determined by Schwab on the ETF Overview section to highlight and list ETF OneSource Alternatives
 - A page or module as determined by Schwab explaining the OneSource logic – i.e. an educational page, with content provided by Schwab and built into the page or module
 - Addition of OneSource criteria to the ETF Screener
 - Addition of ETF OneSource Icon to the following locations when applicable and as determined by Schwab:
 - ETF Summary
 - ETF Select List
 - ETF Report Card
 - ETF Baseball Card
- Mobile (API), MOD shall design, develop and host the following:
 - Add indicator to Summary response indicating if an ETF is on OneSource list.
- General
 - MOD shall update disclosures on all of the pages or modules modified hereunder, as directed by Schwab during the term of this SOW.

EXHIBIT B TO STATEMENT OF WORK No. 215
Schwab OneSource ETFs
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 designated representatives of Schwab.
4. The Schwab OneSource ETFs 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 the Schwab OneSource ETFs become 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:

EXHIBIT C TO STATEMENT OF WORK No. 215
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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:** Upon launch of the project to a MOD production environment, Schwab shall pay MOD a one-time, fixed development fee of \$20,000.
- B) **Hosting Fees:** Upon launch of the project to a MOD production environment, Schwab shall pay MOD \$3,500 per month for the hosting and maintenance of the OneSource ETF content.
- 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.