

Wells Fargo
Statement of Work # 209063
Master Agreement # 132244

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STATEMENT OF WORK
Hosting for Wells Fargo Brokerage Website

This *Statement of Work* ("SoW") is entered into pursuant to, and incorporates by reference all terms and conditions of the *Master Services Agreement* between Markit On Demand, Inc., ("MOD"), and Wells Fargo Bank, N.A. ("Client") effective May 7, 2013 and the *Application Services Attachment* thereto. This SoW commences on March 18, 2016 ("SoW Effective Date"). The parties expressly agree that in the event of a conflict, inconsistency or ambiguity between the terms and conditions of this SoW and the Agreement, the terms and conditions of this SoW shall govern and control as to the scope of services described herein. This Statement of Work shall supercede and replace the previously negotiated Statement of Work #168024, providing Hosting for the tablet applications.

1 Project Description

MOD will host the "Wells Fargo Brokerage Redesign and Development" (hereinafter referred to as the "Customized Solution") in accordance with the services levels set forth in Exhibit A (Service Level Agreement) (for purposes of this SoW, "Hosting Services"). For the avoidance of doubt, the Customized Solution constitutes Wells Fargo Material and does not constitute a System, as defined in the Application Services Attachment.

2 Schedule

Hosting of the Customized Solution in a production environment will begin on the SoW Effective Date.

3 Redundancy

The Customized Solution will be fully operational in all of MOD's data centers as outlined in MOD's Business Continuity Plan.

4 Reporting

MOD will provide our standard reporting package when the Customized Solution is running in production. The standard reporting package includes page level tracking, such as total page views and average unique visitors by date via On Demand Analytics, a proprietary, on demand, web interface used to report usage metrics. Entitled Wells Fargo employees will have access to the On Demand Analytics interface once the Customized Solution is in production.

5 Term

This SoW shall commence on the SoW Effective Date and remain in effect for two (2) years thereafter ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year each, unless either party notifies the other in writing of its decision not to extend the term no later than ninety (90) days prior to the expiration of the term then in effect.

6 Service Fee

The Service Fee for the Customized Solution enumerated in this SoW is \$30,000 per month, commencing upon the SoW Effective Date. The Service Fee for the Customized Solution shall remain unchanged provided future development work materially adheres to the Phase 2 project plan attached as Exhibit A.

7 Enhancement Budget

Client is entitled to an Enhancement Budget equal to fifteen percent (15%) of the monthly service fee to fund enhancements to the original project. Such enhancements could include design changes, addition of new features, or integration of new data. The Enhancement Budget shall be accrued on a rolling twelve (12) month basis. MOD will multiply its standard hourly rate of \$175 per hour by the number of hours worked on any enhancement, and subtract the resulting product from the accrued Enhancement Budget. For the avoidance of doubt, beginning on the SoW Effective date, Wells Fargo's total enhancement budget for this SoW shall be 26 hours per month. MOD will provide monthly accounting on Enhancement Budget accrual and usage.

The remaining balance of enhancement hours accrued by Statement of Work #168024, based on a rolling twelve month basis as of the Effective Date, is 120 hours. These hours will be made available to the Client on the Effective Date of this SoW and can be used at the client's discretion for a period of twelve months. MOD will communicate duration, start date, and project team after receipt of request.

8 Bug Fixes and Material Changes

MOD will not charge any additional fees for work done subsequent to the launch to ensure that the services conform to the original requirements and functional documentation ("Bug Fixes").

MOD will make any changes beyond Bug Fixes and those covered by the Enhancement Budget at the rate of \$175 an hour. Changes requested after Client has given final approval on designs will be billed at the rate of \$175 an hour for actual hours worked.

Whenever Client wants a firm bid for additional work, an additional *Statement of Work* will be created for that work.

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9 Representations and Warranties

Each party represents and warrants that: (i) when executed and delivered, this SOW shall constitute the legal, valid, and binding obligation of such party, enforceable against it pursuant to its terms; (ii) it shall comply with all applicable federal and state laws, regulations, and statutes in the performance of its obligations hereunder; (iii) it has full power and authority to enter into and perform its obligations under this SOW; (iv) it has obtained all necessary corporate approvals to enter into and execute this SOW; and (v) its performance under this SOW does not and shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.

10 Wells Fargo Requirements. On Wells Fargo's written request, MOD will make available to Wells Fargo (i) the results of the Service Organization Control 2 (SOC 2) Type II Report (or higher), which MOD causes to be prepared by an independent auditor pursuant to the Statement on Standards of Attestation Engagements (SSAE) #16 auditing standard (or any successor thereto) regarding MOD's operations applicable to each Products and Services. MOD will make Wells Fargo aware when any regulatory assessment is requested by a third party specifically related to Wells Fargo.

11 Additional Terms for Software and MOD Hardware.

11.1 As related to Software, MOD shall:

- i. provide notification of patches and updates affecting security within the term of this Agreement as identified in the patch management process;
- ii. apply, test, and validate the appropriate patches and updates and/or workarounds on a test version of the Software before implementation into Production;
- iii. following patch deployment, perform internal verification to validate results and internally documented

11.2 The Patch management Process.

Patch management is a circular process and must be ongoing. MOD systems will be patched according to the following process:

- **Detection.** Use tools to scan systems for missing security patches.
- **Acquisition.** If the vulnerability is not addressed by the security measures already in place, download the patch for testing.
- **Testing.** Install the patch on a test system to verify the ramifications of the update against production configuration.
- **Deployment.** Deploy the patch to production computers. Make sure applications are not affected and employ the rollback or backup restore plan if needed or possible.
- **Maintenance.** Subscribe to notifications that alert of vulnerabilities as they are reported. Begin the patch management process again.

12 Change Management

MOD reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the services from time to time to maintain operations and as required for problem management and/or system security, consistent with its obligations under the Agreement. MOD will implement changes during Scheduled Maintenance hours, except for changes required for emergency purposes, which may be made at any time. MOD will schedule changes across sites to avoid application downtime. To the extent reasonable and commercially practicable, Client will be notified in advance of any emergency outages.

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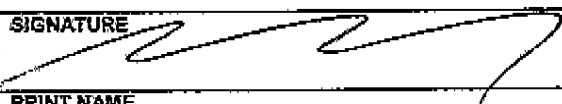
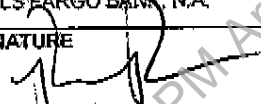
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13 Invoices

Invoices shall be in the format required by Wells Fargo – Market Data Finance Accounts Payable Division mailed to with copy to Chris.Krobisch@wellsfargoadvisors.com.

Wells Fargo Bank, N.A.
Brian Schmitz
MAC N9305-162
90 S. 7th Street 16th Floor
Minneapolis, MN 55402
Email: MDSINVOICES@wellsfargo.com

ACCEPTED MARKIT ON DEMAND, INC.	ACCEPTED WELLS FARGO BANK, N.A.
SIGNATURE 	SIGNATURE 
PRINT NAME BRAD MEDD	PRINT NAME Paul Reimer
TITLE MANAGING DIRECTOR	TITLE CFO/EVP
DATE OF SIGNATURE 4/13/16	DATE OF SIGNATURE 4/15/16



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Exhibit A

Service Level Agreement

1 Definitions

- 1.1 **Credit(s):** Percentage of monthly fee to be reimbursed by MOD based on failure to meet established metrics.
- 1.2 **Designated Technical Contact:** Individual(s) (employed by Client) whom MOD will contact in the event that MOD becomes aware of any issue with the Customized Solution.
- 1.3 **End User:** The ultimate user of the Customized Solution in a production environment, including Authorized Users and customers of Wells Fargo.
- 1.4 **Incident:** Any issue that prevents the Customized Solution from functioning as intended in a production environment.
- 1.5 **Incident Response:** MOD's standard process for handling Incidents, including internal and external communication, documentation and resolution.
- 1.6 **Incident Manager:** MOD staff trained in Incident Response; capable of coordinating Incident investigation and responsible for communicating technical details to Client and MOD staff.
- 1.7 **Project Manager:** The individual at MOD acting as liaison between MOD and Client.
- 1.8 **Response Time:** The amount of time it takes to deliver the first byte of the requested data to the End User, measured from the time the applicable call is received by MOD's systems (not including transmission time over facilities not maintained by, or on behalf of, MOD).
- 1.9 **Third Party:** Any service, data or content provider that is neither the Client nor MOD.
- 1.10 **Uptime:** The percentage of time during a calendar month that the Customized Solution is available.

2 Response and Escalation Services

- 2.1 MOD will respond to any and all Incidents, requests for maintenance, support services escalations, or queries via its Network Operations Center ("NOC") 24 hours a day, 7 days per week, 365 days per year. The NOC can be reached at MOD-NOC@markit.com or +1.303.583.4308. Response to any escalation will be from a technical incident responder in the NOC and not an automated reply.
- 2.2 Upon notice of any Incident related to any part of the services provided by MOD to Client, NOC personnel will initiate the Incident Response procedure and provide the MOD tracking ticket number within 15 minutes. The NOC will respond within 15 minutes of receiving notice of the Incident, regardless of severity level.
- 2.3 For all issues classified "Sev 1 -Total Outage" as per Section 2.5 below, the NOC will contact an Incident Manager in conjunction with creating the initial tracking ticket. The Incident Manager will join the investigation within 15 minutes during MOD's core business hours (7 AM - 5 PM MT, Monday through Friday, excluding holidays) and within 30 minutes otherwise. The Incident Manager will provide Client with proactive status updates via email. MOD will respond to incidents, requests for maintenance, support service escalations, or queries from Client or approved representatives of Client only. Should an End User contact MOD directly, MOD will (i) instruct the End User to contact Client directly and (ii) request the Project Manager to follow up with Client.
- 2.4 Incident Severity Determination
 - a) MOD will classify escalation severity level for any Incident (whether reported by Client or via MOD internal monitoring alert) according to the following criteria:
 - **Sev 1 Issue:** An issue that has major widespread effect on Client and/or End Users. Example: complete inaccessibility or unavailability of the Customized Solution or a key page or module therein.
 - **Sev 2 Issue:** An issue that has significant impact on Client and/or End Users. Examples: unavailability of multiple symbols, individual pages, sets of data, or functionality.
 - **Sev 3 Issue:** An issue has some impact on Client and/or End Users. Examples: a single news story is unavailable; a single data point has discrepancies; or sporadic behavior of the site or service; an industry-identified significant vulnerability or other risk that could impact functionality, data integrity or confidential information.
 - b) If, as a result of the ongoing investigation, severity is determined to be lower or higher than initially observed, MOD will reset severity level and response expectations.
 - c) Incidents caused by third party vendors will be classified and handled the same as MOD-related issues.

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2.5 Status Updates and Regular Communication

- a) MOD will provide status updates with the following frequency:
 - **Sev 1 – Total Outage:** Every 30 minutes until MOD identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, MOD will provide Client with the estimated time of completion.
 - **Sev 2 – Partial Outage:** Every 30 minutes until MOD identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, MOD will provide Client with the estimated time of completion.
 - **Sev 3 – Minor Outage:** Daily updates until MOD identifies the problem and determines a prospective plan for correction in production. Once the problem is identified, MOD will provide Client with the estimated time of completion.
- b) The MOD Incident Manager will be available to join a bridge line or other such cooperative coordination effort to resolve a Sev 1 Issue.
- c) MOD may proactively initiate conference calls or bridge lines where MOD deems it necessary or helpful in resolving any Incident.

2.6 MOD shall provide Client's Designated Technical Contact with notice of any issue affecting the performance of the Customized Solution of which MOD becomes aware. In the event MOD believes such issue to be the result of an act or omission of a Third Party, MOD shall cooperate with Client and Third Party to restore normal functionality of the Customized Solution in a timely manner.

3 Uptime Requirement: MOD will ensure that the Customized Solution will be available at least 99.9% of the time as measured over each calendar month during the Term ("Uptime Requirement").

- 3.1 **Monitoring Approach:** MOD will choose one or more pages of the Customized Solution to monitor in order to determine Uptime. Page selections will be reviewed with the Client to ensure appropriateness. Each page will be monitored continuously from more than one location outside of MOD's network on a round-robin basis at least once per minute. A page fails a monitoring test if two monitoring locations fail to access a page in two successive tries from each monitoring location.
- 3.2 **Uptime Calculation:** Uptime will be calculated at the end of each month based on data provided by MOD's external monitoring provider. A page will be considered to be unavailable from the time of the first failure until the first subsequent success. All such intervals will be reviewed and validated by MOD. Uptime will then be calculated as the sum of all periods during which the page was available during the calendar month, divided by the total time in the month. One percentage will be calculated per month. Scheduled Maintenance as described in Section 6.1 below shall not be included for purposes of calculating Uptime.
- 3.3 **Exclusions:** Any failure due to an outage of a Third Party will be excluded from the Uptime calculation.
- 3.4 **Credits:** If, in any calendar month during the Term, Uptime falls below the Uptime Requirement, MOD will grant Client a credit for that month based on the table set forth below, calculated as follows: the percentage set forth in the table below multiplied by the Service Fees due for the same period.

Service Level Metric	Uptime	Credit
Uptime	99.80-99.89%	5%
	99.70-99.79%	10%
	99.60% or less	15%
	99.50% or less	See Section 7.1

4 Response Time Requirement: MOD will ensure that the Customized Solution meetings specific targets as set forth below ("Response Time Requirement").

- 4.1 Each request will be continuously monitored from more than one location outside of MOD's network on a round-robin basis at least once per minute. Response time will be recorded by MOD's external monitoring provider, Dotcom-Monitor. MOD will use Dotcom-Monitor or another provider, if necessary, to monitor the Customized Solution. MOD shall provide Wells Fargo with prior notice of any material change in its monitoring, including a change of provider. Response times will not be considered for failures, as failures are addressed by the Uptime Requirement. **Response Time Calculation:** Response Time will be calculated at the end of each month based on data provided by MOD's external monitoring provider. The percentage of requests that satisfy the Response Time Requirement shall be the number that completed in less than the associated target time divided by the total number of requests that completed successfully. One percentage will be calculated for each request during the month.
- 4.2 **Exclusions:** Any impact due to a Third Party will be excluded from the Response Time Calculation. Compliance with the Response Time Requirement shall not be required during any Scheduled Maintenance period as described in Section 6.1 below.
- 4.3 **Credits:** If, in any calendar month during the Term, Response Time falls below the Response Time Requirement, then without limiting any other right or remedy to which Client may be entitled as a result of such Response Time, whether under this Agreement, at law or in equity, MOD will grant Client a credit for that month based on the table set forth below, calculated as follows: the percentage set forth in the table below multiplied by the Service Fees due to for the same period. If multiple requests fail to meet the Response Time Requirement in a given month, the total Credits shall not exceed 30% of the Services for the same period.

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Request and Target	Percentage of Requests meeting Requirement	Credit
Price Chart delivered in 1000 ms or less	98.00-98.99%	5%
	97.00-97.99%	10%
	96.99% or less	15%
	96% or less meeting Requirement	See Section 7.1
News delivered in 1000 ms or less	98.00-98.99%	5%
	97.00-97.99%	10%
	96.99% or less	15%
	96% or less meeting Requirement	See Section 7.1
Market Overview delivered in 2000 ms or less	98.00-98.99%	5%
	97.00-97.99%	10%
	96.99% or less	15%
	96% or less meeting Requirement	See Section 7.1

5 Reporting

- 5.1 MOD will provide regular reporting detailing Uptime for the Customized Solution.
- 5.2 MOD will provide detailed reporting for all Sev 1 - Total Outage Incidents, including a summary of the Incident and its impact, chronology of actions taken, time to resolution, lessons learned, and opportunities for improvement. Such report will be delivered to Client within seven (7) business days of the resolution of the Incident.

6 Maintenance

- 6.1 MOD will give Client at least five (5) business days prior notice (email to suffice) of any Scheduled Maintenance. Scheduled Maintenance whereby the availability of the Customized Solution is impacted shall occur no more often than once per month, on a designated Sunday between midnight and 4 a.m. Eastern Time, and will not exceed four (4) hours in duration for any individual instance. To the extent technically possible, alternate sites will be used to provide the Customized Solution to avoid impact on Uptime. Scheduled Maintenance shall not be included for purposes of calculating Uptime.
- 6.2 MOD may perform additional unscheduled maintenance as necessary to support the delivery of the Customized Solution. Client will be notified of such maintenance as far in advance as practical. MOD will endeavor to perform additional maintenance activities in such a way as to minimize impact to Uptime. The impact on Uptime as a result of such unscheduled maintenance shall be included for purposes of calculating Uptime.

7 Termination of Service

- 7.1 Client shall have the right to terminate the Customized Solution upon 30 days written notice if:
- Uptime drops below the Critical Performance Level for three consecutive months or three months in any four-month period
 - Transaction Response Time drops below the Transaction Response Standard for three consecutive months or three months in any four-month period.
- 7.2 In the event Client exercises such right of termination, no payments will be due to MOD with respect to any periods occurring after the date of termination, and if Client has prepaid any monies for such periods, MOD will issue a refund to Client.

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Exhibit A

Phase 1

Markets

- Market Snapshot
 - Market Update
 - Market Index
 - Major World Indices
 - My Watch (WF would pass us APIs for data access)
 - Daily Market Commentary
 - Gainers & Losers
 - Market Highlights
- Major Indices
 - U.S. Market Indices
 - World Market Indices
- News
 - Market News
 - Headlines
 - Market Movers
 - Word on The Street
 - News by Category
 - Earnings
 - Announcements
 - Guidance
 - Upgrades/Downgrades
 - Upgrades
 - Downgrades
 - Industry/Sector
 - Latest advertising headline based on industry/sector
 - Headline Search
- Highlights
 - Gainers & Losers
 - Most Actives
- Commentary
 - Market Insight
 - WF Advisors
 - S&P
 - Daily Market Commentary
 - US Stock Market (by WFA)
 - Bond Market (by WFA)
 - Economic Commentary
 - WFA
 - S&P
 - Technical Analysis
 - S&P
 - Industry/Sector Watch
 - Industry in Focus
 - Stovall's Sector Watch
- Interest Rates
 - US
 - Government
 - Key Rates
 - International
- Interactive Charting

Quotes & Research

- Stocks & Options
 - Profile
 - Latest Headlines
 - Key Stats
 - Analyst Ratings
 - Latest Corporate Actions
 - Industry Classification
 - Business Description



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- Corporate Information
 - Contact Information
 - Membership
 - Quote
 - Detailed
 - Historical
 - News
 - Chart
 - Financials (annual and quarterly)
 - Income Statement
 - Balance Sheet
 - Earnings
 - Dividends
 - Ratios
 - Research
 - Reports
 - Ratings
 - Option Chain
 - Calls
 - Puts
- ETF
 - Profile
 - Lipper Scorecard
 - ETF Overview
 - Performance History
 - Month End
 - Quarter End
 - Pricing History
 - Growth of \$10,000
 - Latest Headlines
 - ETF Characteristics
 - Top 10 Holdings
 - Sector Allocation
 - Risk Profile
 - Geographic Exposure
 - Quote
 - Detailed
 - Historical
 - Chart
 - News
 - Option Chain
 - Calls
 - Puts
 - Prospectus
 - Annual Report
 - Semi Annual
 - Statement of Additional Information
- Futures
 - Futures Summary Module on Markets Overview page
- Currency
 - Currency Summary Module on Markets Overview page
- Investment Ideas
 - WFA
 - S&P
 - 5 Star
 - Fair Value
 - Platinum
 - Power Pick
 - Consensus Ratings
 - Highest
 - Lowest
 - Latest Research
- Tools
 - Screeners – Stock + ETF screener
- Interactive Charting

Phase 2



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Markets

- Highlights
 - Market Diary
 - Industry
- Interest Rates
 - Cash Sweep Rates
 - Bank Deposit Sweep Rates
 - Cash Sweeps – Money Market Funds
- Calendars
 - Economic
 - IPO
 - Calendar
 - Performance
 - Stock Splits
 - Recent
 - Upcoming

Quotes and Research

- Industry
 - Price
 - Fundamentals
 - Ratio
 - Dividend
- Futures
 - Quote
 - Chart
 - Profile
- Currency
 - Rates
 - Converter
 - News

Additional capabilities included (in Phase 1 or Phase 2 depending on priority):

- NextGen Interactive Charting
- Personalization (phase 1: Market Intelligent News Discovery (MIND) alerts and phase 2: up to 4 different overview pages based on up to 5 user groups/segments)
- SmartText – out-of-the box commentary for charts, markets, stock or ETF profile page, sector/industry
- Ad Creatives – phase 2: up to 10 different 'ads' to showcase new features on the site; includes 2 per month after initial launch; our design team would create these 'ads'
- CMS – phase 2: tool for WF to update the top/highlighted research within the research tab
- Symbol lookup - should be the same for tablet (WF hosts this in tablet); WF will pass symbol universe to us
- Briefcase – phase 1: ability to save documents and phase 2: subscriptions

