

## STATEMENT OF WORK # 15

### On-site Marketing Content E\*TRADE

This *Statement of Work #15* ("SOW") incorporates by reference all terms and conditions of the *Master Services Agreement* ("Agreement") between Wall Street On Demand, Inc. n/k/a Markit On Demand, Inc. ("MOD") and E\*TRADE Financial Corporation ("Client"), effective October 1, 2005. This SOW commences on January 1, 2014.

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.

#### 1 Project Description

##### 1.1 On-site Marketing Content

- a) MOD will host existing content and execute up to three (3) modifications ("Modification") to existing content per month.
  - 1.1.1 A Modification is defined as one (1) minor redesign (example: replacing offer, color or text changes) or five (5) disclaimer updates.

#### 2 Service Fee

The monthly Service Fee for the work enumerated in this SOW shall be US \$ 3,500.

#### 3 Content

3.1 The Client will be responsible for licensing all data content needed for this project. MOD can recommend and make introductions to specific, appropriate content providers, but the Client will be responsible for all agreements with data providers.

#### 4 Intellectual Property

4.1 The Adhesion tool, including the underlying code, the back-end systems and the front-end interface remains the intellectual property of MOD. This includes the tool as it stands now and any enhancements made to the tool in the future.

4.2 For creative designed as part of this SOW, MOD acknowledges and agrees that Client shall have exclusive, unlimited ownership rights to all works created under this SOW and all deliverables and other materials developed for Client hereunder, whether created by MOD alone or jointly with Client or any other party or parties. If applicable, all of the foregoing shall be deemed to be works made for hire (as that term is used in Section 101 of the United States Copyright Act, 17 U.S.C. § 101 or in any successor legislation), all made in the course of MOD Services rendered and all shall belong exclusively to Client. If, for

any reason, exclusive title and/or ownership rights do not vest in Client as contemplated above, MOD hereby irrevocably assigns, transfers and conveys to Client all right, title and interest therein.

#### 5 Term

5.1 This SOW will remain in effect through December 31, 2014. It shall renew for successive renewal terms of one (1) month each, unless either party notifies the other in writing of its decision not to extend the term no later than thirty (30) days prior to the expiration of the term then in effect.

#### 6 Schedule

6.1 Schedule for design, development and deployment of the deliverables shall be mutually agreed upon by both parties during the term of this SOW.

#### 7 Client Responsibilities

7.1 Client shall notify MOD of any issues relating to the Client's Product which may affect the MOD Services, including, but not limited to, periods of likely materially increased access to the Client Product (for example caused by promotions or geographical spreads).

7.2 Client shall provide MOD with non-binding forecasts of its requirements for ad serving volumes as those requirements change.

7.3 Client shall be responsible for disclaimers on its pages which inform users that there are no guarantees of accuracy or timeliness in the data served under this SOW.

#### 8 Invoices

All invoices for MOD services shall be sent to the following representative of Client:

E\*TRADE Financial Corporation  
Attn: Account Payable  
P.O. Box 6420  
Portland, OR 97228-6420

#### 9 Material Changes and New Functionality

Whenever Client wants a firm bid for additional work, an additional SOW will be created for that work.

#### 10 Change Management

10.1 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. MOD will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, Client will be notified in advance of any material changes prior to implementation.

ACCEPTED	ACCEPTED
MARKIT ON DEMAND, INC.	E*TRADE Financial Corporation
SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME
Ben Taber	Rick M... ..
TITLE	TITLE
Business Head COO, MARKIT ON DEMAND custom solutions	SVP Branch & Acquire
DATE OF SIGNATURE	DATE OF SIGNATURE
3/24/14	3/21/14