

EXHIBIT C TO STATEMENT OF WORK NO. 216
Schwab ETF Portfolio Tool (Aztec)

TERM, FEES AND EXPENSES

I. Term.

The term of this SOW will commence on the SOW Effective Date and last for twelve (12) months from the Launch Date ("Initial Term") unless terminated in accordance with the Agreement, 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." There are two (2) phases to this SOW:

- A) **Phase 1:** The design and development phase of this SOW will commence on the SOW Effective Date and will be completed by the Launch Date.
- B) **Phase 2:** Upon completion and acceptance of the design and development phase, the ongoing hosting and maintenance phase of this SOW will commence on the Launch Date and shall continue for twelve (12) months thereafter, with automatic Renewal Terms, as described above.

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 \$50,000.
- B) **Hosting Fees:** Commencing on the Launch Date through the earlier of (i) August 31, 2013 or (ii) receipt of an automated file from Schwab, Schwab shall pay MOD \$4,500 per month for the hosting and maintenance of the Schwab ETF Portfolio Tool (Aztec) content. Thereafter Schwab shall pay MOD \$3,500 per month for the hosting and maintenance of the Schwab ETF Portfolio Tool (Aztec) 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.

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 issuers 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	

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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 ETF Portfolio Tool (Aztec) 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 ETF Portfolio Tool (Aztec) 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:

dependent on MOD receiving data from Schwab. Schwab will provide data to MOD in time ample enough to complete the project as mutually agreed by the parties.

- MOD will complete the automation integration of the Schwab ETF Portfolio Tool (Aztec) by September 30, 2013.
- The Schwab ETF Portfolio Tool (Aztec) would live on Schwab.com Client Site only (not Prospect Site, Mobile, SAC, etc.).

General

The following applies to all Services described in this SOW:

1. MOD shall update disclosures on all of the pages or modules modified hereunder, as directed by Schwab during the term of this SOW.
2. Schwab may amend the Business Requirements and this exhibit from time to time by written request to MOD. If such request does not require that MOD incur any costs or expenses, then MOD will respond within five (5) working days by either (a) implementing the requested changes or (b) providing an estimated completion date for any changes that MOD reasonably believes will require more than five (5) working days to implement. If such request does require that MOD incur costs or expenses, then MOD will provide Schwab with a written estimate of such costs and expenses in good faith within five (5) business days for Schwab's consideration. If Schwab accepts the written estimate, this SOW shall be amended to include the additional scope and requirements.

EXHIBIT A TO STATEMENT OF WORK NO. 216
Schwab ETF Portfolio Tool (Aztec)

Specifications and Services to be Performed by MOD

MOD shall provide Services including the design, development and hosting of the following functionality for a new ETF portfolio tool (the “Schwab ETF Portfolio Tool (Aztec)”) to allow Schwab clients to select a personal investment profile and view a pre-selected set of Schwab ETFs and/or 3rd Party ETFs that correspond to the user’s selected risk profile (collectively, the “Business Requirements”). MOD shall complete the design and development by January 17, 2013, unless otherwise agreed to by the parties in writing (“Launch Date”).

Schwab will provide MOD a list of ETFs via an automated data feed. The data provided by Schwab will then be stored in the MOD database for display in the locations outlined below.

Within the **Schwab.com** post-authentication pages, MOD shall design, develop and host the following:

The Schwab ETF Portfolio Tool (Aztec) will include a risk profile questionnaire similar to the Mutual Fund Schwab Portfolios.

- Included will be 5 risk profiles:
 - Conservative
 - Moderate Conservative
 - Moderate
 - Moderate Aggressive
 - Aggressive
- Each Portfolio is expected to have ten (10) ETFs.
- The Schwab ETF Portfolio Tool (Aztec) will not include customization per account type – e.g. no “muni bond” option.
- The Schwab ETF Portfolio Tool (Aztec) will include a multi-step process similar to the Mutual Funds Schwab Portfolios (first page with disclosures, followed by the client choosing risk profile, account, and then value. A second page will display the portfolio results).
- MOD will pass to Schwab’s Multi-Trade page the results of the user’s selection. MOD will pass up to ten (10) ETFs as well as quantity. Once passed to Schwab’s Multi-Trade page, functionality will be hosted by Schwab.
- The Schwab ETF Portfolio Tool (Aztec) will include columns for Quote and Shares as well as additional columns as indicated by Schwab.
 - Users will be able to customize the Portfolio by modifying one or a combination of the \$, %, or shares columns.
 - Schwab to define rules around how to calculate number of shares.
- Portfolios are not expected to change more frequently than once every three (3) months.
- Schwab will provide an automated file to MOD by August 31, 2013 to determine which ETFs to present the user based on which risk profile is selected. The success of this project is

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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. 216 (this "SOW"), dated November 5, 2012 and effective as of July 25, 2012 (the "SOW Effective Date").

This SOW will incorporate by reference the Agreement upon execution of this SOW by both parties. In the event of any conflict between the Agreement and this 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 Exchange Traded Funds (ETF) Portfolio Tool (Aztec)**
- 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)

VP ETF Platform

(Title)

11/12/12

(Date)

Markit On Demand, Inc.:

(Signature)

James Tanner

(Printed Name)

MOD Global Head

(Title)

12/10/12

(Date)