

**STATEMENT OF WORK #13:
THE CONTINUED HOSTING AND ENHANCEMENT OF
RESEARCH CENTER**

This *Statement of Work* is entered into pursuant to, and incorporates by reference all terms and conditions of the *Master Services Agreement* between Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc. ("MOD"), and Wells Fargo Bank, N.A. formerly known as Wachovia Corporation ("Client") effective May 7, 2013, and all attachments and schedules thereto. This *Statement of Work* #13 ("SOW #13") commences on May 1, 2015 ("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 #13 and SOW #12 and the Agreement, the incremental terms and conditions defined in this SOW #13 and the revised monthly hosting fees as defined in this SOW #13 shall govern and control and superseded the monthly hosting fees as defined in SOW #12 as to the scope of services described herein per this renewal SOW #13.

Execution of this SOW #13 shall renew Statement of Work #12, "Design, Development, and Hosting of Various Wells Fargo Projects," ("SOW #12") in effect as of January 1, 2013.

1 Development and Hosting of ResearchCenter Application

1.1 Solution

The service included in the prior SOW #12 including this renewal SOW #13 is a fully hosted web portal solution that supports a library of research for the benefit of Client. Client can contribute proprietary research at its discretion for distribution through the hosted web portal solution as well as retrieve current and historical research via the hosted web portal solution.

In addition to the Current hosting Services described in the current SOW #12 and noted below, MOD will host and maintain the following incremental hosting Services noted as ("Customized Solution Services") as part of this SOW #13 and the renewal of the hosted web portal solution.

Current Hosting Services:

- a) Wells Fargo Research Center
- b) Wells Fargo Equity Stats Pages
- c) Wells Fargo Advisory Services Group ResearchCenter

Incremental Hosting Services - Customized Solution Service

- d) Setup and support of custom web analytics within our "On Demand Analytics" platform.

1.2 Features

The Customized Solution Service will include the following metrics:

- View by symbol
- Downloads by provider
- Downloads by feed
- Visits by entitlements groups

1.3 Browser Support

MOD will provide support for the Customized Solution Service in the following browsers and versions:

- Internet Explorer 8.0+
- Windows/Mac Firefox 7.0+
- Windows/Mac Safari 5.0+
- Windows/Mac Chrome All

MOD will support the most recent browser versions as they become available. Legacy versions will be retired in due course.

2 Schedule

The schedule for the Incremental Hosting Service - Customized Solution Service will be mutually agreed upon after receipt of detailed requirements from Client to be available to Client on or around May 1, 2015 and signed off by Client's project leader. Any issues and/or errors with the Incremental Hosting Service - Customized Solution Service based on original requirements, identified by Client, will be resolved timely by MOD at no additional fee.

3 Redundancy

The Customized Solution Service will be fully redundant and active in all of MOD's data centers.

4 Reporting

MOD will provide our standard reporting package along with custom web analytics described in Section 1.1 at no additional fee to Client per this SOW #13 and any renewal Term thereof.

5 Content

Client will be responsible for licensing and providing all data, content, and fonts required for this project. MOD can recommend and make introductions to appropriate providers, but Client will be responsible for all agreements with and payments to such providers.

Client will be responsible for all exchange agreements, obtaining exchange approvals, and any additional third party content, where applicable.

6 Term

This SOW #13 shall commence on the Effective Date and remain in effect for one year thereafter ("Initial Term"). The Initial Term shall auto 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 sixty (60) days prior to the expiration of the term then in effect.

7 Service Fee

The Service Fee for the renewal for SOW #12 are being amended and superseded per this SOW #13 defined as \$32,500 per month, commencing on the Effective Date as defined above.

The Service Fee for the Customized Solution Service shall be \$2,000 per month, commencing upon Launch Date mutually agreed upon by the parties on or around May 1, 2015 with Client's acceptance of the Customized Solution Services.

Enhancement Budget

Client is entitled to an enhancement budget equal to fifteen percent (15%) of the monthly service fee of the Customized Solution to fund enhancements to the Customized Solution. 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, following the launch of the Customized Solution Service, Client's total enhancement budget for SOW #13 shall be 29.5 hours per month.

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 per this SOW #13 Term and any renewal Term thereof. Changes requested after Client has given final approval on designs will be billed at the rate of \$175 an hour for actual hours worked including any renewal Term thereof.

Whenever Client wants a firm bid for additional work, an additional *Statement of Work* will be created for that work to be mutually agreed upon in writing between the parties.

9 Representations and Warranties

Each party represents and warrants that: (i) when executed and delivered, this SOW #13 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 #13; (iv) it has obtained all

necessary corporate approvals to enter into and execute this SOW #13; and (v) its performance under this SOW #13 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.

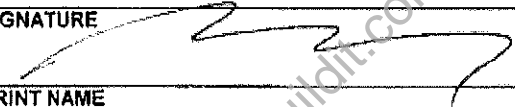
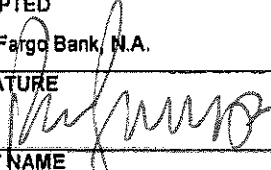
10 Change Management

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. Any such material enhancements or upgrades to MOD's current Hosted Services for Client, MOD will provide prior written notice, to the best of MOD's ability, to Client to ensure nothing purposely effects or diminishes the current Hosted Services or MOD's service levels to be agreed upon via separate initiative work efforts between the parties. 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 expected outages.

11 Invoices

All invoices for MOD services shall be sent to the following representative of Client as defined below with email copy to Client's project manager defined below:

Client project manager:
Attn: Carla Sleeter
Phone: (314) 875-7640
Email: Carla.Sleeter@WellsFargoAdvisors.com
Invoice Info: Wells Fargo Bank, N.A.
Market Data Finance Dept.
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 Robert Vorlop
TITLE Managing Director	TITLE Managing Director
DATE OF SIGNATURE May 7, 2015	DATE OF SIGNATURE May 11, 2015

