



Corporate Insight, Inc.  
420 Lexington Ave.  
Suite 2655  
New York, NY 10170

# MASTER SERVICE AGREEMENT

1. **AGREEMENT.** Corporate Insight, Inc. ("CI") and Markit on Demand, Inc. ("Client") hereby agree to the terms and conditions set forth in this Master Service Agreement ("Agreement"), which will apply to any purchases by Client from CI of licenses to access CI Works ("Services"). Certain capitalized terms used herein have the meanings assigned to them in Section 2 below. The licensing or purchase of CI Works or Services will be identified in and ordered from time to time pursuant to a purchase agreement executed, or purchase order submitted, by Client or its Affiliates and executed, or otherwise accepted, by CI or its Affiliates (each such executed purchase agreement or accepted purchase order being referred to herein as a "Purchase Agreement"). Any Affiliate of Client or CI entering into a Purchase Agreement thereby agrees to be governed by the terms of this Agreement and shall be deemed to be the Client or CI, as applicable, hereunder for purposes of such Purchase Agreement. Client agrees to pay CI the payments set forth in each Purchase Agreement for CI Works and Services delivered in accordance with such Purchase Agreement and this Agreement.
2. **DEFINED TERMS.** For purposes of this Agreement:
  - a. "Affiliate" means any entity controlling, controlled by or under common control with a party hereto.
  - b. "CI Works" means (i) CI research reports, matrices, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools such as product rankings, formulas, and algorithms and all other CI proprietary content and material that CI has developed prior to or independently of performance of Services under this Agreement; and (ii) CI's research methodologies, including but not limited to CI's research model and analysis methodology.
3. **ENTERPRISE LICENSES FOR PROPRIETARY RESEARCH.** To the extent a subscription to CI Works is ordered pursuant to a Purchase Agreement, CI grants Client a non-exclusive Enterprise License for unlimited users to access such CI Works ("Enterprise Licenses") during the term of such Purchase Agreement, subject to the terms and conditions of this Agreement. The Enterprise License enables access to the licensed CI Works by a Client employee, consultants or independent contractors of Client (for use solely in connection with the provision of services to Client) ("Representatives"), with a user ID and a password issued by CI. The Enterprise License allows each user to: (a) access CI's electronic client portal; (b) distribute and share research reports either electronically or through printed copies to Representatives within the Client's direct organization or within its Affiliates (as may be mutually agreed in a Purchase Agreement); and (c) source portions of research reports in internal documents, presentations, and other means provided the CI copyright and CI's other proprietary notices are affixed thereto. Except as explicitly permitted herein or in the applicable Purchase Agreement, Client shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the CI Works, or any portion thereof, to any third party or any non-licensed employee, consultant or contractor and shall not copy the CI Works in whole or in part. Client shall be fully responsible for any of its employees', consultants' or contractors' use of the CI Works in accordance with this Agreement. A Purchase Agreement may contain additional licensing provisions with respect to particular CI Works ordered thereunder.
4. **PROPRIETARY RIGHTS.** CI Works are the property of CI, its Affiliates or its licensors and are protected by copyright and other intellectual property laws. CI Works comprise: (a) works of original authorship, including compiled content containing CI's, its Affiliates' or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by CI, its Affiliates or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm CI, its Affiliates or its licensors. Client shall not commit or permit any act or omission that would impair CI's, its Affiliates'



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or its licensors' proprietary and intellectual property rights in CI Works. All of Client's rights to use any CI Works are expressly stated herein; there are no implied rights, and CI reserves all rights not expressly granted to Client.

5. **TERMINATION.** This Agreement shall commence on the date hereof and shall remain in effect until terminated in accordance with this Section 6. Each Purchase Agreement will include an effective date and duration of the term. Client may terminate a Purchase Agreement at any time with 30 days' notice. Either party may terminate this Agreement (in whole or with respect to particular Purchase Agreements only) with immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 15 days after being required by notice to do so; or (b) materially breaches this Agreement two or more times, regardless of whether such breaches are remedied. Client may terminate this Agreement immediately upon the occurrence of CI having a receiver or administrator appointed, passing a resolution for winding up, becoming subject to an administration, or winding up order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization. In addition, either party may terminate this Agreement for convenience upon written notice at any time after the expiration or termination of all Purchase Agreements executed hereunder. A Purchase Agreement may include additional termination provisions applicable only to such Purchase Agreement. The termination of an individual Purchase Agreement will not affect the effectiveness of this Agreement or any other valid Purchase Agreement. In case of any termination (except where it is due to Client's material breach of the Agreement), CI shall refund fees and other amounts prepaid by Client for the remaining duration of the term of the Purchase Agreement. Any provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive such expiration or termination for any reason.
6. **LIMITATION OF LIABILITY.** CI shall not be liable for any damages incurred by Client arising because of decisions made in reliance upon the CI Works. In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether such party has been advised of the possibility of such damages. Except with respect to CI's obligations under Section 9 (Indemnification), each party's entire liability arising out of this Agreement shall be limited to and shall not exceed the fee paid to CI by Client during the preceding 12 months pursuant to the Purchase Agreement(s) giving rise to the claim.
7. **LIMITED WARRANTIES.** CI warrants that the CI Works are based on CI's reasonable efforts to compile and analyze the best sources reasonably available to CI at any given time; provided, however, any opinions reflect CI's judgment at the time and are subject to change. CI also warrants that it has the requisite skill, knowledge, and authority to perform the Services and shall perform the Services in accordance with applicable industry standards. The foregoing warranties are provided in lieu of all warranties, express or implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness, or adequacy of Information. CI reserves the right to modify CI Works at any time.
8. **INDEMNIFICATION.** CI will indemnify and hold Client and its affiliates, and their respective officers, directors and employees harmless from and against any and all liabilities, damages, claims, fines, lawsuits and expenses (including reasonable attorneys' fees and expenses), or, at its option, settle, any action, claim or proceeding brought against Client to the extent that it is based upon an assertion that any of the CI Works infringe upon a copyright, patent, trade secret or any other intellectual property right of any third party (an "Infringement Claim"), provided that Client notifies CI in writing of the claim, and gives CI complete authority, information, and assistance to defend such claim and sole control of the defense or settlement of such claim.
9. **CONFIDENTIALITY.**



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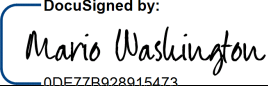
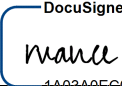
- a. Each party hereunder may disclose to the other party certain Confidential Information of such party or of such party's associated companies, suppliers, or customers. For purposes of this Agreement, "Confidential Information" means all non-public information, in any form, furnished or made available in connection with this Agreement by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") which is marked confidential, restricted, or with a similar designation, or would be understood by a reasonable person in the Receiving Party's position to be confidential. The terms and conditions of this Agreement and any Purchase Agreements shall also be deemed Confidential Information. Confidential Information will not be deemed to include information that: (i) is or becomes known to the public through no fault of the Receiving Party; (ii) is already known to the Receiving Party prior to its receipt hereunder or becomes known to the Receiving Party from a third party who has a lawful right to disclose the information; or (iii) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.
  - b. The Receiving Party shall use at least the same degree of care in safeguarding Confidential Information as it uses for its own information of like importance, but in no event less than a reasonable standard of care. Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose Confidential information to any other person, except to its employees or agents who have a need to know with respect to the purposes of this Agreement and who are subject to confidentiality obligations with respect to such Confidential Information at least as restrictive as those contained herein. Upon the request of the Disclosing Party upon termination of this Agreement or at any other time, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party (including copies thereof) in its possession or under its control. Neither party shall be liable for disclosure of Confidential Information if such disclosure is required to comply with applicable laws, governmental regulations or judicial or governmental orders, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party, takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and takes reasonable steps to assist the Disclosing Party (at the Disclosing Party's expense) in contesting any such disclosure requirement. All Confidential Information will remain the property of the Disclosing Party, except to the extent that any rights with respect to such Confidential Information are expressly granted to the Receiving Party pursuant to this Agreement. Each party acknowledges that its breach of this section may cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief in the event of such a breach, as well as such further relief as may be granted by a court of competent jurisdiction.
10. COMPLIANCE. CI shall (i) comply with applicable laws (including privacy and data security laws) in its performance of this Agreement; and (ii) shall implement systems and processes to prevent CI Works from being infected with any virus, worm, trojan or other malware or malicious code.
  11. INSURANCE. CI shall, during the term of this Agreement, obtain and maintain, at its own expense: (i) workers' compensation coverage as required by applicable law; (ii) commercial general liability insurance in an amount not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (iii) professional liability insurance for errors and omissions in an amount not less than \$1,000,000 annual aggregate and per claim; (iv) umbrella liability insurance in an amount not less than \$3,000,000 annual aggregate and per claim; and (v) if applicable, auto liability insurance in an amount not less than \$2,000,000 per accident. If CI is providing Services to Client under this Agreement, upon request CI will provide to Client certificate(s) of insurance evidencing the coverage required hereunder.



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12. **RELATIONSHIP OF THE PARTIES.** This Agreement is intended to create an independent contractor relationship between the parties. This Agreement will not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other. Under no circumstance shall CI's employees be construed as Client employees. All of CI's employees providing Services hereunder shall be subject to the direction, supervision, and control of CI. CI shall be solely responsible for: (a) payment of all compensation to its employees; (b) withholding all appropriate taxes with respect to its employees; and (c) complying with any applicable employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws.
13. **MISCELLANEOUS.** This Agreement and any Purchase Agreements hereunder shall be the complete agreement between CI and Client regarding the subject matter hereof. The terms and conditions of sale or license applicable to CI Works ordered hereunder shall be solely as set forth in this Agreement and the applicable Purchase Agreement, and any preprinted or standard Client terms or conditions contained in, or incorporated by reference into, a confirmation, purchase order or other document submitted by Client which purport to vary or supersede this Agreement, or any executed Purchase Agreement shall be of no effect. This Agreement may not be changed or amended except in writing signed by both parties hereto and neither party may assign this Agreement either in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to its rules governing conflicts of law, and the parties hereby select the courts of New York to resolve any disputes arising under this Agreement. In the event any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall continue in full force and effect.

CLIENT NAME HERE: MARKIT ON DEMAND INC	CORPORATE INSIGHT, INC.
Signature: <small>DocuSigned by:</small>  <small>0DE77B928915473...</small>	Signature: <small>DocuSigned by:</small>  <small>1A03A0EC0432411...</small>
Name:	Name:
Title:	Title:
Date:	Date: