

**STATEMENT OF WORK NUMBER #2:
Insiders & Ownership Data**

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 Value Line Publishing LLC ("Client") effective April 4, 2012. This *Statement of Work* commences on November 1, 2012 ("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. Capitalized terms not defined herein have the meanings ascribed to them in the *Master Services Agreement*.

1 Definitions

1.1 SOW#1: Refers to Statement of Work Number #1 Value Line Investment Tools for Institutional and Retail Subscribers, dated April 30, 2012, between Markit On Demand, Inc., and Value Line Publishing LLC.

2 Project Description

2.1 MOD Customized Solution

MOD will include the content described in Section 5 to Client as part of SOW#1 ("Customized Solution").

3 Development Schedule

The schedule for this project will be the same as SOW#1, detailed in Section 2.2.

4 Redundancy

The Customized Solution will be fully operational in all of MOD's data centers.

5 Content

Client shall be responsible for paying the fees as shown in the chart below for the provision or the use of the data and/or content provided by Factset Research Systems Inc. ("Factset") as shown below.

Provider	Description of Data Package	Fee (USD)
Factset	Insiders	\$500/ mo
Factset	Institutional Ownership	\$1,200/ mo

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

The Content Fees shall commence at the launch of Phase 1 in SOW#1, March 4, 2013.

MOD will defend, indemnify and hold Client harmless for all damages and costs of any kind, without limitation, incurred by Client and caused by MOD's failure to pay Factset.

6 Term

This SOW shall commence on the Effective Date and remain in effect as long as SOW#1 remains in effect.

For avoidance of doubt, SOW#1 remains in effect until the earlier of (x) two years after launch to the MOD production environment of Phase II or (y) March 31, 2015 ("Initial Term"). The Initial Term shall automatically renew with the same terms of one (1) year each, unless Client notifies MOD in writing at least ninety (90) days prior to the expiration of the term then in effect.

7 Service Fee

There shall be no additional Service Fee associated with the Content.

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 and perform 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.

MOD shall provide Client with estimated costs for any additional work in writing and obtain a written approval from Client's CEO or CTO before starting such work.

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.

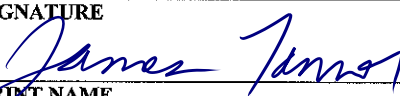

10 Change Management

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. 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:

Stephen Anastasio, V.P. – Treasurer
Accounting Department
Value Line Publishing LLC
220 E 42nd Street, 6th Floor
New York, NY 10017-5891
212-907-1500
sanastasio@valueline.com

ACCEPTED MARKIT ON DEMAND, INC.	ACCEPTED VALUE LINE PUBLISHING LLC
SIGNATURE 	SIGNATURE 
PRINT NAME JAMES TANNER	PRINT NAME HOWARD BRECHER
TITLE GLOBAL HEAD, MARKIT ON DEMAND	TITLE CHIEF EXECUTIVE OFFICER
DATE OF SIGNATURE 12/5/2012	DATE OF SIGNATURE 12-3-2012

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York