

General Services Agreement

THIS AGREEMENT, dated as of **January 1, 2012** (the "Effective Date"), is by and between **Fidelity Management & Research Company**, a Massachusetts corporation with offices at 82 Devonshire Street, Boston, MA 02109, and its subsidiaries, divisions and affiliates (collectively referred to herein as "Fidelity") and **Markit On Demand, Inc.**, a Delaware corporation with offices at 5718 Central Avenue, Boulder, Colorado 80301, and its subsidiaries, divisions and affiliates (collectively referred to herein as "Supplier").

1. PRODUCTS AND/OR SERVICES. This Agreement pertains to the products ("Products") and/or services ("Services") as more fully described on the attached Schedule of Services (Products and Services may be collectively referred to as the "Deliverables"). For Products, Supplier hereby agrees to provide to Fidelity a worldwide, nonexclusive perpetual and irrevocable license to: (i) use, transmit, copy, modify and print the Products; (ii) create and distribute derivative works based on the Products; and (iii) publish or otherwise distribute portions of the Products in connection with reports, presentations, materials, compilations and publications prepared by or on behalf of Fidelity. For Services, Supplier hereby agrees to provide to Fidelity the Services as set forth herein and mutually agreed upon by the parties.

2. RESTRICTIONS. Subject to the rights granted to Fidelity pursuant to this Agreement, all proprietary rights in and to the Products shall remain the property of the respective holders of such rights. Fidelity shall not redistribute or sell the Products to any third party without the written consent of Supplier, except that Fidelity may, without such consent, redistribute portions of the Products in conjunction with the financial services provided to Fidelity's customers. Fidelity may use the Deliverables for any purpose consistent with the operation of Fidelity's business in the ordinary course; however, such rights do not allow Fidelity to share the Deliverables with any third party other than consultants, subcontractors and third parties providing service to Fidelity. Supplier acknowledges that Fidelity may extract the information provided as part of the Products and import such information into Fidelity's database systems and access such information with software applications other than the software that Supplier may provide. Where Supplier is providing Services to Fidelity that result in the creation of exclusive Products for Fidelity's use, Supplier agrees that it will not enter into a Services engagement with any Fidelity competitor (i.e., similarly situated buy-side asset manager) intending to engage Supplier for the same exclusive Products without the prior written consent of Fidelity.

3. CHARGES; PAYMENTS. Fidelity agrees to pay for charges and fees, including all applicable federal, state and local taxes (however designated or levied) based upon the amounts payable to Supplier, except for any such taxes based upon Supplier's net income. Invoicing and payment for the Deliverables shall be in U.S. dollars unless otherwise agreed to in writing by the parties. Supplier may not increase any amount set forth on a Schedule of Services more frequently than once during any twelve month period, and each such increase may not exceed the percentage by which the Consumer Price Index for all Urban Consumers, U.S. City Average (as published by the U.S. Department of Labor, Bureau of Labor Statistics) increased during the twelve-month period prior to the date of the notice of such increase.

4. TERM; TERMINATION. Unless otherwise terminated as provided for herein, this Agreement shall commence on the Effective Date and shall continue until each and every Schedule of Services hereunder has expired or been terminated in accordance with its terms or the terms of this Agreement. Notwithstanding anything contained in this Section 4 to the contrary, each party shall have the right to terminate this Agreement following the occurrence of an Event of Default (as defined below) by the other party. Upon termination of this Agreement, and as requested in writing by Fidelity, Supplier shall provide, at Fidelity's reasonable expense and for so long as reasonably necessary, transition assistance in the form of technical and/or other support to assist Fidelity in effecting an orderly severance from Supplier.

5. EVENTS OF DEFAULT. Each of the events set forth below shall constitute an Event of Default for the purposes of this Agreement: (i) Fidelity's failure to pay any charges or fees contemplated by this Agreement which are due and payable provided that, at that time, Supplier is not in default of any of its obligations under this Agreement and/or the obligation to pay is not being disputed in good faith; (ii) Supplier's material breach of this Agreement, provided that such breach has not been cured within thirty days following Supplier's receipt of written notice from Fidelity regarding Supplier's breach; (iii) an assignment by either party for the benefit of creditors; or the filing of a petition in bankruptcy by either party; or the appointment of a receiver, trustee, liquidator, receiver-manager or similar custodian for either party and the appointment is not dismissed within sixty (60) days; or either party has voluntarily or involuntarily commenced proceedings for dissolution, liquidation or has ceased to carry on its business in the ordinary course.

6. REPRESENTATIONS AND WARRANTIES. Supplier represents and warrants to Fidelity that: (i) Supplier currently has, and during the term of this Agreement will maintain, all the necessary rights, titles, licenses, permissions, approvals and authority required for Supplier to provide the Deliverables (including those portions created or provided by one or more third parties) to Fidelity, to perform its obligations under this Agreement and to grant the license and rights granted in this Agreement; (ii) this Agreement and the license granted herein do not and will not violate the terms of any other agreement or license between Supplier and any third party; (iii) no actions and/or omissions by Supplier in respect of this Agreement or the Deliverables are in violation of the laws, regulations, codes or customary business practices in each and every jurisdiction in which Supplier operates; (iv) the Deliverables and the use of the same by Fidelity in accordance with the terms of this Agreement, do not and will not infringe, violate or in any manner contravene or breach any patent, trademark, copyright, license or other property or proprietary right or constitute the unauthorized use or misappropriation of a proprietary right of any third party, and that there are no actions proceeding, pending or threatened which claim that the Deliverables, or any part thereof infringe upon any patent, copyright, trade secret or other proprietary right of any third party; (v) to the extent portions of the Products are obtained from sources other than Supplier: (a) such portions are and shall be obtained from sources considered by Supplier to be extremely reliable to justify inclusion of such portions in the Products; (b) Supplier does and shall continue to use reasonable care to verify the accuracy, completeness and reliability of the same; and (c) Supplier agrees to pass on to Fidelity all warranties and indemnities provided to Supplier by the sources of such portions and to provide copies of such warranties and indemnities to Fidelity as Fidelity reasonably may request; (vi) except for those portions of the Products obtained from sources other than Supplier, Supplier does and shall continue to use its best efforts to ensure the accuracy, completeness and reliability of such portions and the integrity of the Products; (vii) Supplier will promptly remedy any inaccuracy, incompleteness or other defect in the Products reported to Supplier by Fidelity or of which Supplier otherwise becomes aware; (viii) Supplier is, and will remain, in compliance with the security requirements communicated by Fidelity, as the same may be amended from time to time; and (ix) Supplier has sole responsibility for the management, conduct and regulatory compliance of its personnel, employees, agents and contractors. Supplier further agrees that: (a) Supplier will comply with all applicable anti-corruption laws or regulations of any jurisdiction ("Anti-Corruption Laws"), and in addition, irrespective of whether it is legally subject to the United States Foreign Corrupt Practices Act ("FCPA"), Supplier will comply with the FCPA as though it were legally subject to it; (b) Supplier will not cause Fidelity to violate either the FCPA or any Anti-Corruption Laws in connection with the activities conducted on behalf of Fidelity under this Agreement or any other activities involving Fidelity; (i) More specifically and without limiting any of the foregoing, Supplier will not, in connection with the activities to be performed on behalf of Fidelity under this Agreement or any other activities involving Fidelity, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or any other person or entity for the purpose of obtaining or retaining business or any other advantage for Fidelity or for any other purpose prohibited by the FCPA or any Anti-Corruption Law, or (ii) Supplier will not make facilitation or "grease" payments in connection with the activities to be performed on behalf of Fidelity under this Agreement or any other activities involving Fidelity; (c) Supplier has policies, procedures, and controls in place that are reasonably designed to ensure compliance with the FCPA; (d) Supplier is not authorized to and will not act as an agent of Fidelity with any foreign government officials as that term is defined in the FCPA; (e) Supplier represents and warrants that it has not violated the FCPA or any Anti-Corruption Law and that it is not being investigated for and has not been accused of possible violations of the FCPA or any Anti-Corruption Law. Supplier will notify the Fidelity Legal Department if it has been found to have violated, or is being investigated for or has been accused of possible violations of, the FCPA or any Anti-Corruption Law.

7. INDEMNIFICATION. Supplier will defend, indemnify and hold Fidelity and its directors and officers, employees and agents, harmless from any and all loss, damage and expense, including reasonable attorneys' fees, and amounts paid in settlement, arising from any claim or action (including any threatened claim or action): (i) that one or more Deliverables or any portion thereof infringe any patent, copyright, trade secret or any other proprietary rights of any third party; (ii) that Supplier breached its obligations set forth in Section 6 or Section 8; (iii) related to loss of property or personal injury or death in connection with Supplier's performance hereunder; or, if applicable (iv) that Supplier breached Fidelity's security requirements. Notwithstanding the foregoing, Supplier's indemnity obligation shall not apply to: (i) any claim that directly arises out of the outcome of a specific written direction from Fidelity to Supplier to add or modify a functionality in the Products and/or Services; (ii) any

intellectual property previously owned by Fidelity that is not part of the materials created by Supplier and delivered to Fidelity as part of the Products and/or Services provided hereunder; or (iii) any third party claims against Fidelity asserting that the Products and/or Services infringe any patent claiming exclusive rights over a technology or invention that is in such widespread unlicensed use by third parties as to be considered a fundamental public domain element of the Internet (e.g., the hyperlink), as that term is commercially used and understood in the marketplace, and where Supplier did not at the time it rendered the Services and/or delivered the Products hereunder have actual knowledge that the Products and/or Services as used by Fidelity in the manner contemplated in a Schedule of Services infringed such patent as described in this subsection (iii).

8. CONFIDENTIALITY. During the term of this Agreement and for a period of five (5) years thereafter, Supplier and its subcontractors shall regard as confidential and will retain in strict confidence the terms and conditions of this Agreement and all other knowledge of Fidelity's business and business activities (past, present and future), Deliverables, pricing, financial information, marketing strategies or plans, product development, product or service usage information, customer information, techniques, and know how, whether in tangible or intangible form, written or oral and whether or not designated as "confidential" (collectively referred to as "Fidelity Confidential Information") that may be obtained from any source as a result of this Agreement. Supplier shall notify Fidelity in writing of any unauthorized, negligent or inadvertent use or disclosure of Fidelity Confidential Information promptly following Supplier's discovery of such use or disclosure and shall promptly take measures to minimize the effect of such inadvertent use or disclosure and prevent its recurrence. This provision shall not apply to any information that is: (i) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of Supplier; (ii) subsequently disclosed to Supplier or its affiliates on a non-confidential basis by a third party which lawfully acquired such information but had no confidential relationship with Fidelity; (iii) communicated to a third party by Supplier with the express written consent of Fidelity; or (iv) independently developed by Supplier or its affiliates. Supplier shall not use the name or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof of Fidelity in any advertising, promotional literature, customer list, web site, press release or any document, communication or other material, whether in written, electronic or other form. Supplier shall not disclose, advertise or publish the fact that Supplier has furnished Products/Services to Fidelity or represent, directly or indirectly, that any Products or Services provided by Supplier have been approved or endorsed by Fidelity or any affiliate thereof. Fidelity will not provide any endorsements and/or recommendations of any kind. In the event of a material breach or threatened material breach by Supplier of any provision of this Section 8, Supplier acknowledges that monetary damages would be inadequate to compensate Fidelity, and that Fidelity, in addition to its other potential legal or equitable remedies, shall be entitled to injunctive relief in any court of competent jurisdiction without demonstrating or proving actual damages.

9. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN SECTION 6 ABOVE, SUPPLIER DOES NOT WARRANT THE ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PRODUCTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER SUPPLIER'S NOR FIDELITY'S LIABILITY TO THE OTHER PARTY FOR ANY DAMAGES SHALL EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY FIDELITY UNDER THIS AGREEMENT. THE FOREGOING EXCLUSION ON THE TYPE OF DAMAGES AND THE FOREGOING LIMITATION ON THE AMOUNT OF DAMAGES SHALL NOT APPLY TO (i) AMOUNTS PAYABLE UNDER SECTION 7; (ii) DAMAGES ARISING OUT OF A BREACH OF SECTIONS 6 OR 8; AND (iii) AMOUNTS PAYABLE IN CONNECTION WITH EITHER PARTY'S WILLFUL MISCONDUCT, FRAUD, BAD FAITH OR GROSS NEGLIGENCE.

10. MISCELLANEOUS. For purposes of this agreement, "affiliate" of Fidelity shall mean any entity directly or indirectly controlling, controlled by or under common control with Fidelity. This Agreement and its Schedule(s) of Services constitute the entire agreement between the parties relating to the subject matter hereof. This Agreement shall be binding upon the parties' respective successors and permitted assigns. Neither party may assign this Agreement, and/or any of its rights or obligations hereunder, without the prior written consent of the other. For purposes of this section, any assignment by operation of law, order of any court or pursuant to any plan of merger, consolidation, liquidation or internal reorganization shall be deemed an assignment for which prior written consent is not required; however, Supplier must notify Fidelity in writing promptly upon the occurrence of any of the foregoing types of assignment, whereupon Fidelity shall have the option of immediately terminating the Agreement and obtaining a pro-rata refund of any prepaid fees. The performance of either party under this Agreement may be suspended to the extent and for the period of time that such party is prevented or delayed from fulfilling its obligations due to *force majeure* as a result of the following: (i) acts of God; (ii) acts of terrorism; (iii) war; or (iv) newly imposed and unforeseeable government restrictions. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing, directed to: US Vendor Relations, Fidelity Management and Research Company, 82 Devonshire St., V12B, Boston, MA 02109. This Agreement shall be deemed to be subject to, and shall be construed in accordance with, the laws of the State of New York without giving effect to its principles of conflicts of laws, and the exclusive venue for any actions arising hereunder shall be the state and federal courts of the State of New York. This Agreement may be executed in duplicate originals, each of which shall be deemed enforceable. In the event of a conflict between this Agreement and any Schedule of Services, the applicable Schedule of Services shall control. This Agreement may be executed and delivered by fax or electronic signature and any such signature shall be treated as an original. The provisions of Sections 2, 6, 7, 8, 9, and 10 shall survive the termination of this Agreement without regard to the basis of termination or the party terminating.

IN WITNESS WHEREOF and intending to be legally bound, Fidelity and Supplier have executed this Agreement as of the day and year first above written.

Fidelity Management & Research Company

Markit On Demand, Inc

BY

Michael J. McCarthy

BY

James Tanner

NAME

Michael J. McCarthy

NAME

James Tanner

TITLE

VP

TITLE

Managing Director
Global Head, Markit on demand

Schedule of Services

January 1, 2012

Under the terms and conditions of the Agreement as amended, if applicable, dated January 1, 2012, by and between Fidelity Management & Research Company ("Fidelity"), and Markit On Demand, Inc. ("Supplier"), Supplier agrees to provide to Fidelity the following products and/or services.

Description of Products and/or Services: MOD Advanced Charting, which service provides advanced stock price charts that can be integrated into internal applications.

Type of License: The license granted herein is a site license and, therefore, the Annual Fees stated herein allow Fidelity to add users at no extra cost.

Fidelity may add or remove users via written notice to Supplier without the creation of a new Schedule of Services. Should any Fidelity users directly request services from Supplier during the contract term, Supplier shall promptly notify Fidelity and obtain Fidelity's approval *prior* to providing services. Supplier shall not be obligated to provide, and Fidelity shall not be obligated to pay for, such additional services, unless Supplier has obtained Fidelity's approval beforehand.

Annual Fees: \$60,000

Billing Frequency: Monthly in Arrears

Term: This Schedule shall commence on January 1, 2012, and shall have an initial term of twelve (12) months (the "Initial Term"). Thereafter, this Schedule shall automatically renew for additional twelve (12) month periods (each, a "Renewal Term"). Supplier agrees to provide Fidelity with notice of any price increase at least sixty (60) days prior to the end of any term. Following the Initial Term, Fidelity may terminate this Schedule at any time by providing Supplier with thirty (30) days' prior written notice. In the event Fidelity has paid Supplier in advance for the services and/or products contemplated herein, Supplier agrees to provide Fidelity with a pro-rata refund within ten (10) days in the event this Schedule is terminated.

Special Conditions as they may apply:

1. To the extent the services contemplated under this Schedule encompass survey, panel and/or channel check elements, Supplier represents and warrants the following: (a) none of the participants receive compensation, in any manner, form or amount, from Supplier; (b) the identity and affiliation of the participants will not be made known to Fidelity; and (c) it will not facilitate any follow-up by Fidelity with any of the participants following receipt of the survey results.
2. The terms and conditions of this Agreement shall prevail over any additional or conflicting terms or conditions of Supplier contained in any "shrink wrap" or "click through" agreements or proposals distributed and/or used in connection with the Products and/or Services (specifically including any online terms and conditions made available to Fidelity), and neither Fidelity, nor its employees or agents, shall be bound by any such terms or conditions.

IN WITNESS WHEREOF and intending to be legally bound, Fidelity and Supplier have executed this Agreement as of the day and year first above written.

Fidelity Management & Research Company

Markit On Demand, Inc.

BY: Michael McLaughlin

BY: James J. J. J.

NAME: Michael McLaughlin

NAME: Global Head, Markit On Demand

TITLE: V.P.

TITLE: 12/5/11