

Form of Statement of Work Number 89
Thomson Reuters Deals Data

This Statement of Work ("SOW") is executed as of the 19th day of April 2012 pursuant to the Master Services Agreement entered into by and between Reuters Limited ("Thomson Reuters") and Markit On Demand, Inc. formerly known as Wall Street On Demand, Inc. ("MOD") as of March 7, 2003 (the "Agreement"). The Agreement is incorporated herein by this reference. To the extent that there is any conflict between the terms of the Agreement and the terms of this SOW, this SOW shall control. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Agreement.

1. **Name of Person for which MOD will perform MOD Services hereunder (this will either be a member of the Thomson Reuters Group or a Thomson Reuters client, for purposes hereof, referred to in either case as the "Client"):**

Thomson Reuters (Markets) LLC ("Client")

Any reference to the "Thomson Reuters Group" shall hereafter mean the following:

"collectively any business entity that, from time to time, directly or indirectly Controls, is Controlled by, or is under common Control with Thomson Reuters, or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale or other disposition) to any such business entity or its business and assets. "Control" shall mean the power to direct or cause the direction of the management of policies of another entity, whether through the ownership of voting securities, by contract, or otherwise."

2. **Contact information for the Client:**

Michael DiLorenzo
3 Times Square
6th Floor
New York, NY 10036
michael.dilorenzo@thomsonreuters.com
(646) 223-8419

3. **MOD will provide the following MOD Services to the Client:**

☒ **Hosting/Development Services**

MOD will develop a web site (the "Client Site") for the Client (a Hosting/Development Subscriber) in accordance with the Specifications set forth in Section 7 below and the project schedule set forth below.

☐ **Design Services**

MOD will perform presentation design services for the Client in accordance with the Specifications set forth in Section 5 below and the project schedule set forth in Section 6 below.

☐ **Alerts Service**

MOD will provide the Alerts Service to the Client (a Thomson Reuters Subscriber) in accordance with Schedule V of the Agreement.

☒ **Reports Service**

[MOD/Thomson Reuters] will provide the Reports Service to the Client (a Thomson Reuters Subscriber) in accordance with Schedule V of the Agreement.

☐ **API Services**

MOD will provide the API Services to the Client (an API Subscriber) in accordance with Schedule VI of the Agreement and the Specifications set forth below.

4. Service Levels:

- ☐ **The Service Levels set forth in the Agreement apply to MOD's provision of the MOD Services to the Client. The Client shall receive the monitoring reports and performance credits supplied by MOD.**
- ☐ **The Service Levels set forth in the Agreement apply to MOD's provision of the MOD Services to the Client, with the following exceptions:**
- ☐ **The Service Levels set forth in the Agreement do not apply to MOD's provision of the MOD Services to the Client. The applicable Service Levels are attached hereto.**
- ☒ **The monitoring requirements and performance penalty credits set forth in the Agreement do not apply to MOD's provision of the MOD Services to the Client.**

5. Description of Deliverables:

MOD will provide hosting services for the Thomson Reuters Deals Data product on the Financial Times website. The hosting services will include: 1) updates to the deals data provided by Thomson Reuters in standard file formats on a quarterly basis; 2) hosting of the League tables web pages (Tables & Trends, Deal Map and Banking Leaders) on the FT.com site; and 3) update the League table pages to accommodate the additional timeframes and/or updated labels for the data updates.

If additional changes are requested or required for either the web pages or the data files, an additional Statement of Work will be created based on the scope of work.

The URLs being hosted include:

- <http://markets.ft.wallst.com/InvestmentBanking/TablesAndTrends.asp>
- <http://markets.ft.wallst.com/investmentBanking/dealMap.asp>
- <http://markets.ft.wallst.com/investmentBanking/bankingLeaders.asp>

6. Project Schedule:

Thomson Reuters and MOD will jointly collaborate to create a project plan at the outset of the project in order to meet each quarterly deadline.

7. Commencement of Services, Term and Termination of this SOW:

Commencement of Services: Apr 1, 2012

Term: The initial term of this SOW shall begin on Apr 1, 2012 and shall continue for 12 months ending on March 31, 2013 ("Initial Term")

Thereafter this SOW shall automatically renew for additional 12 month renewal terms unless either party notifies the other in writing at least 90 days prior to the end of the then current term of its intent to cancel. Such cancellation will be effective on the last day of the then current term.

8. Ownership of Work Product:

Thomson Reuters will own exclusively all designs, copyrights, documentation, requirements and specifications developed, in whole or in part, by or on behalf of MOD for Thomson Reuters pursuant to this Statement of Work together with all related Intellectual Property Rights throughout the world ("Developed Works"). MOD will and hereby does, without further consideration, assign to Thomson Reuters any and all right, title or interest that MOD may now or hereafter possess in or to the Developed Works. To the fullest extent permissible by applicable Law, all copyrightable aspects of the Developed Works will be considered "works made for hire" (as that term is used in Section 101 of the U.S. Copyright Act, as amended).

9. **Fees and Invoicing:**

Thomson Reuters shall pay a quarterly fee of \$8,000 upon deployment of the updated quarter's data into MOD's production environment.

10. **Client Materials:**

Thomson Reuters will use commercially reasonable efforts to provide to MOD with the following content ("Thomson Reuters Content") to enable MOD to perform the MOD Services.

- a. Access to Thomson Reuters FTP site.
- b. Access to data files containing Deal Amount and Deal Fee Volumes across time, industries, deal size ranges and product lines (M&A, Equity, Debt, Loans and Restructuring).
- c. League Table reports listing the top 10 Banks in each product line.
- d. Top ranked Banks in each product, region and industry for a specific time period.

MOD shall only be permitted to use the Thomson Reuters Content for the sole purposes of enabling MOD to perform the MOD Services for Thomson Reuters. MOD shall not distribute or provide access to any Thomson Reuters Content or the Deliverables to any other party except with Thomson Reuters express written consent in each instance.

If the Thomson Reuters does not provide the Thomson Reuters Content, MOD will not be obligated to perform those MOD Services or the time for performance will be extended to a date after Thomson Reuters has provided such Thomson Reuters Content.

Upon execution by both parties below, this SOW shall replace in its entirety SOW #78, executed by both parties on November 10, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this SOW Number 89 to be executed by their duly authorized representatives as of the date first above written.

Thomson Reuters (Markets) LLC

By: Ellen Bowlin

Name: Ellen Bowlin

Title: VP, Customer Administration

Date: 02 MAY 2012

Legal Review: CCarlson

MARKIT ON DEMAND, INC

By: James Tanner

James Tanner

Global Head, Markit On Demand

Date: 4/30/2012