## Form of Statement of Work Number 97
## Alerts and XREF files for HSBC Canada's Bridge Migration

This Statement of Work ("**SOW**") is executed as of May 17, 2013 pursuant to the Master Services Agreement entered into by and between Reuters Limited ("**Thomson Reuters**") and Markit On Demand ("**MOD**"), formerly known Wall Street On Demand, Inc. ("**WSOD**"), 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, named below):**

    John Bench, Thomson Reuters

    On behalf of Thomson Reuters' client:   HSBC Canada ("**HSBC**")

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

    John Bench
    22 Thomson Place
    Boston, MA 02210
    USA
    (617) 856-2474
    John.Bench@thomsonreuters.com

3.  **List all applicable contracts in place between Thomson Reuters and HSBC. For each such contract list:**
    i.   Title of Contract: "Internet Redistribution Addendum Order Form" Effective Date - April 1, 2005
    ii.  Title of Contract: "Hybrid Order Form" Effective Date – June 8th, 2006
    iii. Title of Contract: "Order Form" Effective Date – October 24, 2006

a.  **Term:** The MOD Services in this SOW shall become effective upon signing. The MOD Services will be subject to an initial term which will begin on the Billing Start Date (which is the first of the month following the date in which the Service is first accessed by or made available to HSBC and end 24 months later (the "**Initial Term**").

b.  **Any automatic renewal provision:**
    The MOD Services shall automatically renew after the Initial Term for additional periods of one year (each a "**Renewal Term**") unless either party provides the other ninety (90) days written notice of cancellation prior to expiration of the then current Initial Term or Renewal Term as the case may be.

    In the event of a notice by Thomson Reuters to MOD under this Section 3(b), the MOD Services shall be cancelled on expiration of the then-current term.

    In the event of a notice by MOD to Thomson Reuters under this Section 3(b) (a "**MOD Notice of Cancellation**") MOD agrees and acknowledges that Thomson Reuters shall have the right to continue to receive the MOD Services for an extension period of six (6) months following expiration of the then current term (the "**Extension Period**"); provided that MOD receives written notice of Thomson

Reuters' request to extend the MOD Services within forty-five (45) days of Thomson Reuters' receipt of the MOD Notice of Cancellation.

Unless otherwise agreed in writing by and between the parties, on expiration of the Extension Period, the MOD Services shall automatically terminate with no further action of either party.

Notwithstanding the foregoing or anything to the contrary herein or in the Agreement, MOD agrees and acknowledges that after the Initial Term in the event HSBC cancels the services Thomson Reuters provides to HSBC in connection with which Thomson Reuters receives MOD Services from MOD hereunder, Thomson Reuters shall be entitled to cancel the MOD Services and this SOW on 90 days' prior written notice to MOD.

   c.  **If MOD will be hosting Reuters data on behalf of the HSBC, describe:**

      a.  <u>the Reuters data to be hosted</u>:  N/A

      b.  <u>whether exchange data is included</u>:  N/A

      c.  <u>HSBC's permitted usage of the Reuters data</u>:  N/A

4.  **MOD will provide the following MOD Services to the HSBC:**

   **RBIT Hosting**

   MOD will provide RBIT Hosting Services to the Client (an RBIT Subscriber) in accordance with the terms of Schedule II of the Agreement and the Specifications set forth in Section 7 below.

   **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 in Section 8 below. MOD will host the Client Site in accordance with the terms of Schedule III of the Agreement.

   **Design Services**

   MOD will perform presentation design services for the Client in accordance with the Specifications set forth in Section 7 below and the project schedule set forth in Section 8 below.

**Help Desk Services**

MOD will perform Help Desk Services for HSBC (a Help Desk Subscriber) in accordance with Schedule IV of the Agreement and the Specifications set forth in Section 7 below, which Specifications set forth the terms that have been agreed to between Reuters and HSBC with respect to such services.

**X**   **Alerts Service**

MOD will provide the Alerts Service to HSBC in accordance with Schedule V of the Agreement.

**Reports Service**

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

**X**   **API Services**

MOD will provide the API Services to HSBC in accordance with Schedule VI of the Agreement and the Specifications set forth in Section 7 below.

**Fulfillment Services**

MOD will provide the Fulfillment Services to Reuters on behalf of the Client (a Fulfillment Subscriber) in accordance with Schedule VII of the Agreement.

**X**   **Other**

MOD will perform the services described herein on behalf of HSBC.


5.  **Description of Deliverables:**

As HSBC is migrating away from Bridge symbols, MOD will provide two pieces of functionality being retired by Thomson Reuters: nightly reference (XREF) files and alerting.

Nightly files via FTP (push or pull) to HSBC by 4:00 am ET:
- *Coverage universe anticipated to match HSBC's current coverage universe.*
- *XREF_HSBC.dat file to contain RIC instead of current Bridge symbol; other content expected to remain close to current file definition.*
- *HSBC_PERF_MISC.dat file to contain RIC instead of current Bridge symbol; other content expected to remain close to current file definition.*
- *HSBC_RIC_MAP.dat file to contain RICs (as today) + Bridge symbols/exchanges that exist as of date of last file from Thomson Reuters. Where no Bridge symbol exists, MOD will populate RIC exchange instead of Bridge exchange.*

<u>Alerts – Email delivery of text-based price/volume/news/research alerts as exist today</u>
- *There may be slight changes in functionality (e.g. price gap measured in % and not $), but commercially reasonable efforts will be made to match current HSBC alerts.*
- *MOD builds alert API for HSBC to set/clear alerts & poll for alert history.*
- *HSBC can migrate alerts via the API if HSBC can provide a file of user identification. There will be additional cost if MOD has to manually migrate alerts.*
- *Integrating required news content via FTP transfer from Thomson Reuters.*
    - *This shall be provided via Thomson Reuters News Feed Direct and used by MOD solely in connection with HSBC Alerts Service portion of the MOD Services provided hereunder.*

        *Additional uses either internally by MOD or externally in connection with other client services must be licensed separately with Thomson Reuters.*

- *Integrating required research content via existing data transfer methods from Thomson Reuters.*

6. **Commencement of MOD Services, Term and Billing of this SOW:**

   **Commencement of MOD Services**
   MOD replacement of alerts and XREF files is scheduled to be fully in Production by July 19, 2013.

   **Billing**
   Billing for the work enumerated in this Statement of Work #97 will begin on the Billing Start Date set forth in 3(a) above.

7. **Ownership of Work Product:**

   X    Language set forth in Article VI of the Agreement, as amended by the Side Letter dated September 7, 2005, applies.

8. **Fees and Invoicing:**

   (a)  <u>Monthly Fees</u>.  Subject to Section 8(c) below, Thomson Reuters agrees to pay MOD US $9,000 per month (the "**Monthly Fees**").

   (b)  <u>One-time Development Fee</u>.  In addition to the Monthly Fees, Thomson Reuters shall pay MOD a one-time development fee of US $35,000 (the "**One-Time Development Fee**").  The One-Time Development Fee shall be due upon the earliest of the following: (1) commencement of MOD delivery of XREF files in Production; (2) MOD delivering alerts to HSBC clients in Production; or (3) August 30, 2013.

   (c)  <u>Adjusted Monthly Fees for Early Cancellation by HSBC</u>.
   Notwithstanding Section 8(a) above, in the event HSBC cancels the services Thomson Reuters provides to HSBC in connection with which Thomson Reuters receives MOD Services from MOD hereunder prior to expiration of the Initial Term, Thomson Reuters shall only be obligated to pay MOD the following adjusted monthly fees (the "**Adjusted Monthly Fees**"):

   - if cancellation by HSBC occurs within the first twelve month period following the Billing Start Date ("**Year 1**"), Thomson Reuters  shall continue to pay the Monthly Fees set forth in

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Section 8(a) above on account of the remainder of Year 1 **plus** $2,000 (rather than $9,000) per month on account of the second twelve month period of the Initial Term ("**Year 2**")

- if cancellation by HSBC occurs during Year 2, Thomson Reuters will pay MOD $2,000 (rather than $9,000) per month for the period commencing with the month in which HSBC's cancellation took effect through the remainder of Year 2.

9. **Client Materials:**

Thomson Reuters will use commercially reasonable efforts to cause HSBC to provide to MOD all information and materials necessary for MOD to perform the MOD Services, including any licenses to materials that are necessary for MOD to perform the MOD Services. If Thomson Reuters or HSBC (as the case may be) does not provide the information and materials necessary for MOD to perform any MOD Services, MOD will not be obligated to perform those MOD Services or the time for performance will be extended to a date after Thomson Reuters or HSBC (as the case may be) has provided such required items.

**Thomson Reuters (Markets) LLC**

By: _Ellen Bowlin_

Name: _Ellen Bowlin_

Title: _VP Cust. Admin_

Date: _01 AUG 2013_

Legal Review: CCarlson

**MARKIT ON DEMAND, INC.**

By: _____

Catherine Allegra

Head of Markit On Demand

Date: _7 | 31 | 2013_

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