

FACTIVA, INC. and DOW JONES & COMPANY, INC.

MEMORANDUM OF AGREEMENT

Concerning the Factiva collective bargaining agreement with

IAPE/CWA LOCAL 1096

November 10, 2008

The Undersigned, parties to two separate collective bargaining agreements: (i) Factiva, Inc. and IAPE/CWA Local 1096, effective January 1, 2005 through December 31, 2008 (the "Factiva/IAPE" contract); and (ii) Dow Jones & Company, Inc. and IAPE/CWA Local 1096, effective February 1, 2007 through January 31, 2010 (the "Dow Jones/IAPE" contract), hereby agree as follows:

1. The Factiva/IAPE contract will expire as of December 31, 2008. The parties agree that the Factiva/IAPE contract will not be renewed and will cease to have any effect as of 11:59 p.m. on December 31, 2008.
2. As of January 1, 2009, all members of the bargaining unit covered by the Factiva/IAPE contract will become members of the bargaining unit covered by the Dow Jones/IAPE contract and will be deemed employees covered by the Dow Jones/IAPE contract in all respects, except as provided in this Agreement. All such covered employees will receive full credit for service time with Factiva.
3. Beginning January 1, 2009, the first paragraph of the Dow Jones/IAPE contract will be amended to read as follows:

This agreement is entered into at New York, New York, as of October 12, 2007, between Dow Jones & Company, Inc., a Delaware corporation and Factiva, Inc., a Delaware corporation (collectively "Dow Jones" or the "Company"), having its main office at 200 Liberty Street, New York, New York, and The Independent Association of Publishers' Employees, CWA Local 1096, AFL-CIO, CLC, a New York Corporation (the "Union" or "IAPE"), having its office at 5 Schalks Crossing Road, Suite 220, Plainsboro, New Jersey, representing the Company's Employees as hereinafter defined.

The scope clause, Article 1A, shall be amended as follows:

This contract is applicable to each of the following offices and locations. This contract will be extended to employees of the Company at each other separate office or location of the Company, including one-person offices, that exist as of the date of the ratification of this Agreement and at which the Union may hereafter during the term of this contract demonstrate that it represents a majority of Employees . . . {remainder of paragraph unchanged}.

4. Employees currently covered by the Factiva/IAPE contract shall be entitled to the following exceptions to the Dow Jones/IAPE contract, except to the extent that the parties may, in the future, specifically negotiate otherwise as part of negotiations of the Dow Jones/IAPE contract:

A. Employees who are entitled to six (6) weeks of vacation during calendar year 2008 will continue to be eligible for six (6) weeks of vacation so long as they remain continuously employed as full-time employees of Dow Jones & Company, Inc. or Factiva, Inc.

B. Employees will have the right to receive pay-in-lieu of one week of vacation under the same terms in calendar year 2009 as existed in calendar year 2008, notwithstanding the terms of the Dow Jones/IAPE contract. Such employees will have no further right to an exception to the vacation sell-back policy beyond calendar year 2009.

C. Any employees working from home as part of a Work Anywhere agreement will continue to be covered by the terms of their individual Work Anywhere agreement.

5. This Agreement is subject to ratification by a majority vote of the union members covered by the Factiva/IAPE contract as of an eligibility date established by the union. Upon such ratification, this Agreement shall immediately take effect.

AGREED TO this 10th day of November, 2008

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Dow Jones & Company, Inc.

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IAPE/CWA Local 1096

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Factiva, Inc.

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