

## CONTENT DISTRIBUTION AGREEMENT

THIS CONTENT DISTRIBUTION AGREEMENT is entered into by

Morningnotes.com, LLC, a Louisiana Limited Liability Corporation ("Morningnotes") having their principal corporate offices at 2045 Broadway, Boulder, CO 80302

and

Wall Street on Demand, Inc, a Delaware Corporation ("WSOD"), having their principal corporate offices at 5718 Central Avenue, Boulder, CO 80301

Wall Street on Demand is a provider of design, development and hosting solutions for custom websites, reports and analytic tools for the financial services industry. WSOD wants to obtain from Morningnotes the right to receive the content defined in Exhibit B (the "Morningnotes Content") via the delivery methods defined in Exhibit C (the "Delivery Methods") and make available the Morningnotes Content to its customer, UBS Securities, for display to UBS users who have access to a certain restricted area within the UBS website <http://www.ubs.com> (the "UBS Web Services"), all on the terms and conditions set forth below.

### 1. GRANT OF RIGHTS; RESTRICTIONS

#### (a) ACCESS TO MORNINGNOTES CONTENT.

Morningnotes hereby grants to WSOD, subject to the terms and conditions contained in this Agreement, a limited, non-exclusive, nontransferable right to: (i) receive via the Delivery Methods the Morningnotes Content; (ii) store the most recent transmission of the Morningnotes Content on host computers owned and operated by WSOD/UBS located within the United States (the "WSOD/UBS Host Computers"); and (iii) distribute and display the Morningnotes Content solely to "Registered Users" (as defined in Section I(b)(i)), solely by means of the UBS Web Services and solely by means of the distribution methods defined in Exhibit A (ii) (the "Authorized Distribution Methods"). No provision of this Agreement shall be deemed to restrict or limit Morningnotes' right to market, sell, distribute, display or otherwise provide access to the Morningnotes Content directly or indirectly anywhere in the world, or enter into contracts, grant licenses or make arrangements with any other party to market, sell, distribute, display or otherwise provide access to the Morningnotes Content anywhere in the world. WSOD shall not sub license or otherwise transfer or assign any right granted in Section I (a) to any other person or entity.

#### (b) REGISTERED USERS.

(i) "Registered User" shall mean an individual who (a) becomes legally bound by the

UBS online member agreement and (b) has access via the Restricted Area of the UBS Web Services to any portion of the Morningnotes Content. (ii) UBS shall cause each Registered User to be legally bound by its online member agreement. (iii) The UBS Web Services shall not make available the Morningnotes Content in any "public" or "free" area, or area accessible without a password, on the World Wide Web.

(c) ADDITIONAL LICENSE RESTRICTIONS.

(i) WSOD shall not distribute the Morningnotes Content to any third party other than a Registered User or distribute the Morningnotes Content through any means other than through the Restricted Area of the UBS Web Services and the Authorized Distribution methods without Morningnotes prior written consent. WSOD shall not make the Morningnotes Content available through third parties by incorporating or "bundling" the UBS Web Services as one information source or service of many available through third-party front-end software or a third-party, electronic information service or Internet site without Morningnotes prior written consent. The UBS Web Services shall not allow Registered Users to access the Morningnotes Content via any interactive online or electronic information service other than the UBS Web Services. The UBS Web Services shall not function to allow or authorize making any of the Morningnotes Content available: (a) as part of a "co-branded" or "private label" web site, web service, or Internet access service, or as part of a "channel" through a software or Internet service, or similar arrangements or relationships that offer or provide access to Morningnotes Content from or through other web sites, web services, or Internet access services; or (b) as part of the UBS Web Services when "framed" and displayed as part of another web site or web service. (ii) The UBS Web Services shall not allow the Morningnotes Content to be indexed by Web search engines or any search engine that is external to or not integrated into the UBS Web Services. (iii) WSOD shall not grant any site or enterprise licenses to receive access to Morningnotes Content, without prior written consent from Morningnotes. All rights not expressly granted to WSOD herein shall be retained by Morningnotes.

2. DELIVERY OF MORNINGNOTES CONTENT.

(a) DELIVERY AND INSTALLATION. WSOD shall acquire, install, operate and maintain at its expense all communications lines, equipment, software, services and related technology necessary to receive the Morningnotes Content via the Delivery Method. WSOD also shall be responsible for, and shall pay for, any development work, software or hardware relating to the setup and integration of the Morningnotes Content as part of the UBS Web Services.

(b) LIMITATIONS ON USE. Except as specifically provided herein, WSOD shall not use, store, manipulate, distribute or otherwise make available, and shall use reasonable commercial efforts to cause each third party who obtains access to the Morningnotes Content through WSOD services provided to UBS (including, without

limitation, any Registered User) not to use, store, manipulate, distribute or otherwise make available, any Morningnotes Content without the prior written consent of Morningnotes. WSOD shall not, and shall use reasonable commercial efforts not to permit any other party to, edit, alter or otherwise change in any manner the content, format or presentation of the Morningnotes Content, including, without limitation, all copyright and proprietary rights notices.

(c) **QUALITY OF TRANSMISSIONS.** WSOD shall use commercially reasonable efforts to ensure that each transmission of Morningnotes Content (i) is of high quality, (ii) contains an accurate and complete copy of the Morningnotes Content which WSOD has been licensed to distribute, and (iii) is free from errors or defects caused by WSOD.

(d) **TECHNICAL ISSUES RESOLUTIONS AND COMMUNICATIONS.**

Morningnotes.com shall use its best efforts to ensure that technical issues and errors are resolved as quickly and efficiently as possible. Where an issue is identified, Morningnotes technical staff will communicate directly with staff at WSOD to address those issues.

### 3. PROPRIETARY RIGHTS.

(a) **OWNERSHIP; COPYRIGHT.** WSOD acknowledges and agrees that all ownership and proprietary rights (including, without limitation, the copyrights) to the Morningnotes Content are and shall remain the sole and exclusive property of Morningnotes or its licensors.

(b) **TRADEMARKS.** WSOD acknowledges and agrees that Morningnotes or its licensors are the sole owners of the trademarks and service marks ("marks") used in connection with the Morningnotes Content and that nothing contained in this Agreement grants WSOD any right to use any Morningnotes Mark, logo or trade name, except as expressly provided in this Agreement.

(c) **INFRINGEMENT.** WSOD shall promptly advise Morningnotes of any possible infringement of which WSOD becomes aware of Morningnotes' Marks, copyrights, trade secrets or other proprietary rights, or any use of the Morningnotes Content in violation of this Agreement.

### 4. PAYMENTS.

(a) **CALCULATION OF PAYMENTS.** Beginning on the Effective Date, WSOD shall pay to Morningnotes the payments ("Payments") defined in Exhibit E.

(b) **PAYMENT.** WSOD will provide payment within 30 days from the date of invoice.

(c) **TAXES.** WSOD shall pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than applicable income taxes imposed on Morningnotes related to its receipt of Payments.

(d) **CURRENCY.** All amounts are stated in U.S. Dollars and shall be paid in U.S.

currency.

## 5. INDEMNIFICATION.

(a) BY MORNINGNOTES. Morningnotes shall indemnify and hold harmless WSOD against all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by WSOD that arise out of any claim asserted by a third party that the Morningnotes Content infringes any patent, trade secret, copyright or other intellectual property rights of any third party, or any breach by Morningnotes of this Agreement, provided that WSOD, upon receipt of notice of a claim that could result in Morningnotes indemnifying WSOD pursuant to this subsection, gives prompt written notice to Morningnotes of the existence of such claim and permits Morningnotes, if it so requests, either to conduct the defense of such claim or to participate with WSOD in the defense thereof and in any settlement negotiations relating thereto; provided, however, that Morningnotes shall not be required to pay any settlement amount that it has not approved in advance.

(b) BY WSOD. WSOD shall indemnify and hold harmless Morningnotes against all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Morningnotes that arise out of any claim asserted by a third party that involves, relates to or concerns (i) any use by WSOD of any Morningnotes Content in violation of this Agreement; provided that Morningnotes, upon receipt of notice of a claim that could result in WSOD indemnifying Morningnotes pursuant to this subsection, gives prompt written notice to WSOD of the existence of such claim and permits WSOD, if it so requests, either to conduct the defense of such claim or to participate with Morningnotes in the defense thereof and in any settlement negotiations relating thereto; provided however, that WSOD shall not be required to pay any settlement amount that it has not approved in advance.

DISCLAIMER. MORNINGNOTES PROVIDES THE MORNINGNOTES CONTENT "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. FOR EXAMPLE, MORNINGNOTES DOES NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MORNINGNOTES CONTENT, AND MORNINGNOTES SHALL NOT BE LIABLE TO WSOD OR TO ANY THIRD PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, UNMERCHANTABILITY OR UNFITNESS. WSOD SHALL NOT MAKE ANY STATEMENT RESPECTING THE MORNINGNOTES CONTENT THAT IS CONTRADICTORY TO OR INCONSISTENT WITH THE FOREGOING STATEMENTS.

## 6. TERM AND TERMINATION.

(a) TERM. The term of this Agreement shall commence on the Effective Date (defined on last page of this Agreement) and shall terminate on the first anniversary of the Effective Date. Unless either party delivers to the other written notice of non-

renewal at least 30 days prior to the end of the then-current term or renewal term, this Agreement shall automatically be extended for additional one year terms.

Notwithstanding the foregoing, this agreement shall terminate automatically upon the termination of the UBS Web Services provided by WSOD.

(b) **UNCURED BREACH.** If either party shall breach any provision contained in this Agreement (other than a breach of Section 8, which shall be deemed incurable) and such breach is not cured within 30 days after receiving written notice of such breach from the other party, the party giving such notice may then deliver a second written notice to the breaching party, terminating, this Agreement, in which event this Agreement, and the licenses granted hereunder, shall terminate on the date specified in such second notice.

(d) **INSOLVENCY.** In the event that either party, shall be adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against such party and said petition is not discharged within 60 days after such filing, or upon any assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its assets, or upon the liquidation, dissolution or winding up of its business (an "Event of Bankruptcy"), then the party affected by any such Event of Bankruptcy shall immediately Give notice thereof to the other party, and the other party at its option may terminate this Agreement, and the licenses granted hereunder, upon written notice.

(e) **EFFECT OF TERMINATION.** Upon the expiration or termination of this Agreement for any reason, WSOD shall (i) immediately inhibit all access to the Morningnotes Content through the UBS Web Services, (ii) delete any Morningnotes Content then stored on the WSOD/UBS Host Computers, (iii) cease advertising and promoting the availability of the Morningnotes Content via the UBS Web Services and (iv) discontinue all uses of Morningnotes' trade names or Marks. In addition, upon expiration or termination of this Agreement, each party, at its expense, shall promptly return to the other all copies of the other party's Confidential Information.

## **7. CONFIDENTIAL INFORMATION.**

WSOD and Morningnotes understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party, including, but not limited to, trade secrets, marketing and business plans and technical information, which is designated as confidential by the disclosing party in writing, whether by letter or by the use of a proprietary stamp or legend, prior to or at the time it is disclosed to the other party ("Confidential Information"). Both parties agree that the terms of this Agreement, including without limitation its financial terms such as the Payments and the information contained in reports shall be deemed Confidential Information owned by the other party. WSOD acknowledges and agrees that the technical and functional specifications and the code and design of the XML Feed and all tools and utilities supplied by Morningnotes to WSOD are Confidential Information of Morningnotes. Each party agrees that: (i) all Confidential Information shall remain the exclusive property of the owner; (ii) it shall maintain, and shall use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Confidential Information; (iii) it shall not, and shall use prudent methods to ensure that its employees and agents do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (iv) it shall return or destroy all copies of Confidential Information upon request of the other party. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.

## **8. MISCELLANEOUS.**

- (a) **NOTICES.** All notices shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation to the address set forth on the signature page, or other address stipulated in writing by a party. Notice shall be deemed delivered and received on the date it is actually received.
- (b) **AMENDMENT, ASSIGNMENT.** This Agreement may not be amended except in a writing executed by authorized representatives of WSOD and Morningnotes. Any

such purported assignment without such prior written consent shall be void. Neither party may assign this Agreement, or sublicense, assign or delegate any right or duty hereunder, without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(c) **SURVIVAL OF CERTAIN PROVISIONS.** The rights and obligations in Sections 3(a), 3(b), 5 6, 7(f), 8 and 9 shall survive termination or expiration of this Agreement for any reason.

(d) **CONSEQUENTIAL DAMAGES.** Except for amounts payable pursuant to Section 6 or resulting from a breach of Section 8, neither party shall be liable to the other for any damages other than direct damages, including but not limited to consequential, indirect, special, exemplary, or punitive damages, or any lost revenues or lost profits, even if advised of the possibility of such damages.

(e) **ENTIRE AGREEMENT.** This Agreement contains the final and entire agreement of the parties on the subject matter herein and supersedes all previous and contemporaneous verbal or written negotiations or agreements on the subject matter herein.

(f) **WAIVER.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

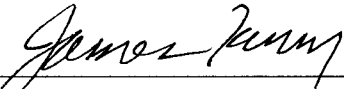
(g) **SEPARABILITY.** If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law.

(h) **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, United States.

IN WITNESS WHEREOF, duly authorized representatives of both parties hereto have executed this Agreement as of 03/14/2009 ("Effective Date"):

For Wall<sup>st</sup> Street on Demand, Inc

By:




James Tanner  
President & CEO

Address of Record:

Wall Street on Demand, Inc.  
5718 Central Avenue  
Boulder, CO 80301

For Morningnotes.com, LLC

By:



Ben Holmes  
Publisher

Address of Record:

Morningnotes.com, LLC  
2045 Broadway Suite 300  
Boulder, CO 80302-5272



## EXHIBIT A

### DESCRIPTION OF THE UBS WEB SERVICES; AUTHORIZED DISTRIBUTION METHODS; TERRITORY

#### (i) Description of Service:

The UBS Web Services is a customer-facing electronic information platform delivered via a Web site owned and operated by UBS at UBS websites. The UBS Web Services provides access to news, investment information, research and data to the brokerage customers of UBS AG. WSOD plans to incorporate the Morningnotes Content into the UBS Web Services located within a "Restricted Area". Only Registered Users will have access to the Restricted Area.

#### (ii) Authorized Distribution Methods:

The UBS Web Services will only make the Morningnotes Content available through the Restricted Area to Registered Users and solely through the World Wide Web.

#### (iii) Archive:

The UBS Web Services shall only make available the most recent transmission of the Morningnotes Content to Registered Users.

## EXHIBIT B

### DESCRIPTION OF THE MORNINGNOTES CONTENT

The Morningnotes Content consists of transaction records contained in a queryable database of underwritten U.S equity offerings. The content is delivered via a persistent XML feed. The backend data source is continuously updated with information throughout the weekday, on an "as available" basis.

## EXHIBIT C

### DELIVERY METHODS

Morningnotes will deliver the Morningnotes Content to WSOD continuously, every day on an "as available" basis. Delivery will be made via an XML feed pulled by the client at scheduled intervals.

## EXHIBIT D

### WALL STREET ON DEMAND SERVICES SOFTWARE AND FACILITIES.

WSOD is a provider of design, development and hosting solutions for custom websites, reports and analytic tools for the financial services industry. Wall Street on Demand is acting as the designer, service provider and host to the UBS web pages which display the Morningnotes content.

## EXHIBIT E

### PAYMENTS

WSOD will pay to Morningnotes a monthly license fee equal to US\$2,500.00.

Payments will be made versus quarterly invoices submitted by Morningnotes to WSOD.

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