

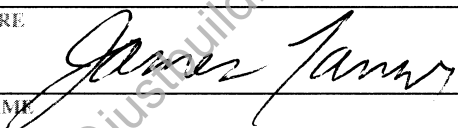
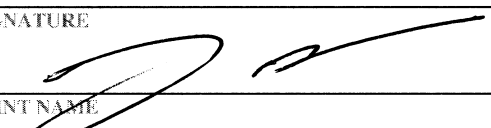
WALL STREET ON DEMAND

Content Redistribution License Agreement

SERVICE PROVIDER WALL STREET ON DEMAND, INC. (WSOD)	CONTENT PROVIDER Zacks Investment Research, Inc.
PRINCIPAL OFFICE 11 3005 Center Green Drive 5718 Central Ave. Boulder, CO 80301	PRINCIPAL OFFICE 155 North Wacker Drive, Suite 300 Chicago, Illinois 60606
INCORPORATION Delaware	INCORPORATION Illinois

WSOD CLIENT NUMBER	EFFECTIVE DATE September 8, 2005
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This Content Redistribution License Agreement consists of the attached Master Terms and Conditions and/or any Statements of Work. Together, these documents are referred to as the Agreement. By signing below, each party agrees that it has read the Agreement and will be bound by it with effect from September 8, 2005.
This date is referred to as the Effective Date.

ACCEPTED WALL STREET ON DEMAND, INC.	ACCEPTED Zacks Investment Research, Inc.
SIGNATURE 	SIGNATURE 
PRINT NAME James Tanner	PRINT NAME LEONARD ZANIC
TITLE President & CEO	TITLE CEO
DATE OF SIGNATURE	DATE OF SIGNATURE 9/9/05

WSOD and Client agree as follows:

1 Definitions

Addendum means any written document signed by both parties containing terms amending terms of this Agreement. If the terms of this Agreement and any Addendum conflict, the terms of the relevant Addendum shall control.

Content means the information included in *Content Packages* or *Customized Content Sets*.

Content Fees means fees payable by WSOD to the Content Provider for the *Content* distributed via *WSOD Services* to a *Sublicensee*.

Content Package means the content and fees as described in Exhibit A.

Customized Content Set means a customized data package and associated fees not already outlined in Exhibit A and detailed in a *Statement of Work* for a specific *Sublicensee*.

WSOD Services means the services provided by WSOD which leverage the *Content* and will often include but are not limited to: aggregation services rendered via HTML Pages, PDF Reports, Alerts Services, Screening Tools, XML displays, Portfolio Applications.

Statement of Work means a written document in a form prescribed by WSOD signed by both parties regarding *Content Packages* and / or *Customized Content Sets* to be delivered to a *Sublicensee* under this Agreement. If the terms of this Agreement and any *Statement of Work* conflict, the terms of the *Statement of Work* shall control. A *Statement of Work* shall not be binding on either party until it has been signed by both parties.

Sublicensee means those parties, including employees and end-users, to which WSOD will sublicense *Content* from the Content Provider. Sublicensees can include, but are not limited to, financial services companies such as online brokers, independent advisory firms, banks, full service brokers, and hedge funds.

2 Provision of Services

2.1 License. Subject to the terms of this Agreement, Content Provider hereby grants to WSOD a worldwide, non-exclusive, non-transferable license to use, reproduce, distribute, display, and download *Content Packages* for the purposes of providing access to *Sublicensees* via the *WSOD Services*, ("License").

2.2 License Limitations. The licenses granted shall be subject to the following limitation: WSOD shall only give access to the *Content* to WSOD employees and *Sublicensees*, and use such *Content* only at the web sites or applications which are set forth on the relevant *Statement of Work*.

2.3 Under this License, WSOD may redistribute the *Content* licensed herein to *Sublicensees*, under the following conditions:

- a) WSOD shall provide sufficient information about its *Sublicensees* including (at Content Provider's request) screenshot examples of the web site(s) or applications where *Content* is displayed, to allow Content Provider to exercise quality control efforts in supervising the use of Content Provider's *Marks* and *Content*.
- b) WSOD shall enter into an agreement with each *Sublicensee* which sufficiently complies with the provisions of this Agreement.

2.4 *WSOD Services* and applicable *Content Package(s)* will be documented in a *Statement of Work* for each *Sublicensee* implementation. Each *Statement of Work* shall be given a sequential number so as to keep track of all signed *Statements of Work*, beginning with *Statement of Work Number 1*.

2.5 If the *Sublicensee* implementation necessitates a different set of content or fees not included in the *Content Packages* outlined in Exhibit A ("*Custom Content Set*"), then such *Custom Content Set* and applicable fees and limitations ("*Customized License*") shall be described in the *Statement of Work*.

2.6 Content Provider shall provide WSOD with full cooperation to facilitate proper and prompt performance of the *WSOD Services*, including:

- a) providing WSOD with specific and detailed data specifications concerning Content Provider's data feeds;
- b) making the *Content* available electronically via FTP to Licensee. Any deletions, additions or other modifications made to the data shall be managed automatically according to the feed specification document provided by Content Provider (no manual intervention needed for data updates);
- c) providing WSOD adequate access to Content Provider's personnel who have sufficient experience to coordinate and assist WSOD in the provision of the *Content*;
- d) providing Service Levels, including the following provisions:

2.6.d.1 employing reasonable efforts to deliver *Content* during the time frames outlined for the specified data (either in Exhibit A or a *Statement of Work*). In the event of an interruption, Content Provider will notify WSOD as soon as possible.

2.6.d.2 Content Provider has the right to change the format of the feed being delivered, provided, however, that reasonable notice of no less than ninety (90) days be given to WSOD for the change.

2.6.d.3 WSOD and Sublicensees shall have the right to terminate the relevant End User Agreement or this Agreement, if any of the *Content*, feeds or the related network services fail to be available or are unavailable for a period of time deemed in good faith by WSOD or Sublicensees to be unreasonable or is subject to chronic outages.

2.6.d.4 If there is a separate Service Level Agreement (SLA) negotiated between WSOD, a *Sublicensee* and the Content Provider, such SLA shall be included in the *Statement of Work* for the *Sublicensee*.

e) WSOD shall use reasonable efforts to ensure that it displays the *Content* accurately and shall promptly notify Content Provider if it receives notice of inaccurately displayed *Content*.

2.7 Trademark License. Content Provider retains ownership of trade names, trademarks, and other designations owned by Content Provider, as outlined in Exhibit B (the *Marks*).

- a) Content Provider hereby grants to Licensee a worldwide, non-exclusive, non-transferable license use the *Marks*, provided that Licensee uses the *Marks* in connection with all uses of the *WSOD Services* authorized under this License.
- b) WSOD acknowledges Content Provider's ownership of the *Marks*. Licensee agrees that it will do nothing inconsistent with Content Provider's ownership, and that all use of the *Marks* by Licensee shall inure to the benefit of and shall be on behalf of Content Provider.

3 Payments and Fees

3.1 Fees. On the payment dates specified on the relevant *Statement of Work*, WSOD shall pay to Content Provider the *Content Fees* as set forth in the applicable *Statement of Work*. All *Content* shall be billed by Content Provider to WSOD monthly in arrears.

3.2 Payment of Invoices. All undisputed *Content Fees* are (unless otherwise indicated on the relevant *Statement of Work*) payable 45 days after the date of the relevant invoice.

3.3 Currency and Method of Payments. Unless otherwise specified, *Content Fees* are quoted, and all payments shall be made in, United States dollars.

4 Taxes

4.1 Payment of Taxes. Any applicable taxes (excluding taxes levied or imposed on Content Provider income) shall be included in the fees outlined in Exhibit A or as part of *Custom Content Set* descriptions in the applicable *Statement of Work*. WSOD shall not pay taxes if Content Provider did not make such taxes known either in Exhibit A or a *Statement of Work*.

5 Ownership

5.1 WSOD agrees that the *Content*, including the contents thereof, are the sole and exclusive property of Content Provider and/or its licensors and agrees not to infringe or violate Content Provider's copyrights, trademark rights, and other proprietary rights therein. Ownership of all copyrights, trademark rights, and other proprietary rights in the *Content* and associated documentation are retained by Content Provider and its licensors. Except as expressly provided in this Agreement, WSOD does not convey and WSOD does not obtain any right in the *Content* or any data or materials utilized or provided by Content Provider in connection with the *Content*.

5.2 Content Provider agrees that any of WSOD's information, content, or other materials provided to Content Provider hereunder ("**WSOD Materials**") are the sole and exclusive property of WSOD and/or its licensors and Content Provider agrees not to infringe or violate its or their copyrights and other proprietary rights therein. Ownership of all copyrights, trademark rights, and other proprietary rights in the *WSOD Materials* is retained by WSOD and its licensors. Except as expressly provided herein, WSOD does not convey and Content Provider does not obtain any right in the *WSOD Materials*.

6 Termination

6.1 Term. This Agreement and the licenses granted under it will remain in effect until the last *Statement of Work* has terminated.

6.2 Termination. Either party may terminate this Agreement or any individual *Statement of Work* (within the timescales set out below) if the other party:

- a) commits a material breach of this Agreement which is incapable of remedy. Such termination shall be effective immediately on giving notice;
- b) commits a material breach of this Agreement, which remains unremedied 30 days after giving notice. Such termination shall be effective at the end of the 30 day notice period. However, if the breach is capable of remedy but cannot reasonably be cured within such 30 day period, termination shall not be effective if the party in default commences cure of the breach within 30 days and thereafter diligently pursues such cure to completion within 60 days of such notice of breach; or
- c) makes an assignment for the benefit of its creditors, files or has filed against it a petition under any bankruptcy, insolvency, reorganization or similar law, appoints or has appointed against it a trustee or receiver for any of its property or commences or has commenced against it (by resolution or otherwise) the liquidation or winding-up of its affairs, which termination shall be effective immediately upon giving notice.

6.3 Statement of Work. The parties' termination for any reason of any individual *Statement of Work* shall not result in a termination of this Agreement but shall result in only the termination of the relevant *Statement of Work*. The provisions of this Agreement relating to the effects of termination shall apply to each *Statement of Work* as an independent contract.

6.4 Obligations upon Termination. Upon termination of a *Statement of Work*, WSOD will cease using the *Content* as described in the particular *Statement of Work*.

6.5 Survival. The respective rights and obligations of the parties under Clauses 5, 7.5, 8, 9, and 10 shall survive any termination of this Agreement.

7 Warranties and Indemnities

7.1 Mutual Warranties. Each party warrants that:

- a) it has full power to enter into and perform its obligations under this Agreement;
- b) it has obtained all necessary corporate approvals to enter into and execute this Agreement; and
- c) its performance under this Agreement does not or shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.

7.2 WSOD Warranty. WSOD warrants to Content Provider that the WSOD Services shall be of a professional quality conforming to generally accepted industry standards and practices.

7.3 Disclaimer of warranties. Except as expressly set forth in this Agreement or a *Statement of Work*, there are no other warranties with respect to the services provided under this agreement. WSOD makes no other warranties whether express, implied, statutory, or otherwise arising from course of dealing or usage of trade, and WSOD expressly disclaims all other warranties, including the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

7.4 End-User Agreements. WSOD will be responsible for making sure that:

- a) end-users of the *Content* execute an agreement with the provisions outlined in Exhibit B (*End-User Agreement*); or
- b) disclaimers on the *Sublicensee* site contain provisions similar to those outlined in Exhibit B, so as to sufficiently protect and indemnify WSOD and its Content Providers from any liability for problems related to the accuracy or timely delivery of the *Content*.

7.5 Exclusion of special damages. Neither party nor its suppliers shall be liable for any indirect, special, incidental, punitive, or consequential damages, loss of profits, economic loss, loss of business, or loss of data or computer files or programs, even if advised of the possibility of such damages. The foregoing shall apply regardless of whether such liability is based in contract, tort, (including but not limited to gross negligence) and strict liability or any other theory of legal liability.

7.1 Limitation of Liability. Except as otherwise provided in this section, and not withstanding anything else in this agreement or otherwise, neither party shall be liable or obligated under any section of this agreement or under contract, negligence (excluding gross negligence), strict liability or other legal or equitable theory for any incidental or consequential damages or lost profits.

7.2 Indemnity by WSOD. WSOD agrees to indemnify Content Provider against any claims or judgments, including reasonable attorneys' fees ("**Damages**") Content Provider may suffer due to:

- a) any misrepresentation or breach of warranty by WSOD contained in this Agreement; or
- b) any breach of WSOD obligations under this Agreement.

7.3 Indemnity by Content Provider. Client agrees to indemnify WSOD against any Damages WSOD may suffer due to:

- a) any misrepresentation or breach of warranty by Content Provider contained in this Agreement; or
- b) any breach by Content Provider of its obligations under this Agreement.
- c) any third-party claim or suit arising out of or in connection with an assertion that the information, Content or other materials or services provided or made available by the Content Provider infringe any copyright right, patent right, trademark right, or other proprietary rights of any third party, or are a misappropriation of any third party's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials.
- d) Any third-party claim or suit arising out of or in connection with an assertion that the information, Content or other materials or services provided or made available by the Content Provider was inaccurate, incomplete or not delivered in a timely fashion; provided, however, that such assertion was not due to WSOD.

8 Governing Law, Jurisdiction, Third Party Rights

8.1 This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principals thereof relating to conflict of laws. Both parties consent to the non-exclusive jurisdiction of any state or federal court sitting in the State of Colorado, and of any court to which an appeal there from may be taken. Each party hereby irrevocably waives the right to a trial by jury in any action or proceeding arising out of this Agreement.

8.2 Despite anything to the contrary in this Agreement, the prevailing party in any claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including reasonable attorneys' fees.

9 Confidentiality

9.1 Confidentially Obligations. Either party (the *Disclosing Party*) may from time to time disclose *Confidential Information* to the other party (the *Recipient*). *Confidential Information* is all nonpublic information concerning the business, technology, internal structure and strategies of the *Disclosing Party* which is conveyed to the *Recipient* verbally or in tangible form and is either marked as "confidential" or which due to the circumstances surrounding its disclosure, should be reasonably construed as confidential. During the term of this Agreement and for so long as the *Confidential Information* retains commercial value, *Recipient* will keep in confidence and will not disclose, or permit any employee, agent or other person working under *Recipient's* direction to disclose any *Confidential Information* to any other person. *Recipient* will employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent disclosure of the *Confidential Information* as *Recipient* employs with respect to its own confidential information.

9.2 Permitted Disclosures. There will be no obligations on *Recipient* with respect to any *Confidential Information* which:

- a) is now generally known or available or which, subsequently through no act or failure to act on the part of *Recipient*, becomes generally known or available;
- b) is rightfully known to *Recipient* at the time of receiving such information;
- c) is provided to *Recipient* by a third party without restriction on disclosure and without *Recipient* having actual notice or reason to know that the third party lacks authority to provide it;
- d) is independently developed by *Recipient*; or
- e) is required to be disclosed by operation of law or by any government or regulatory authority.

9.3 Obligations upon Termination. Upon termination of this Agreement, each party shall, at the other party's option, either return or destroy all software and *Confidential Information* of the other party.

10 Notices

Any notice under this Agreement shall be given in writing and be sent to the signatory of the applicable *Statement of Work*, or that person's replacement. Notices can be considered delivered if by e-mail, and the recipient has acknowledged receipt with an e-mail of his or her own;

11 General

11.1 Assignment. Neither party may transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Clause 11.1 shall not be construed as limiting WSOD right to use subcontractors to carry out any of its obligations under this Agreement. WSOD shall remain liable for any such services provided by a subcontractor. Any assignment not in conformity with this Clause 11.1 is void.

11.2 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all proposals, verbal or written, and all other representations, statements, negotiations and undertakings relating to such subject matter. In entering this Agreement, neither party has relied on any statement, warranty or representation (except in the case of fraud) made by the other save as set out in this Agreement. No change in, addition to, or waiver of any provision of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver or failure to enforce by either party of any breach by the other of any provision of this Agreement shall be construed as a waiver of that or any other provision on any other occasion.

11.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in effect and this Agreement shall be read as though the offending provision had not been written.

11.4 Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed effective as if each party had signed each such counterpart.

11.5 Force Majeure. Neither party shall be liable for any failure to perform under this Agreement if prevented from doing so by acts of God, strikes, lock-outs, governmental orders or restrictions, war, threat of war, hostilities, revolution, riots, epidemics, fire, earthquake, flood or other occurrence that could not with reasonable diligence be controlled or prevented by the party. Any failure to perform shall be cured as soon as reasonably practical by the non-performing party. Any event of force majeure that continues for more than 90 days shall entitle the other party to terminate upon serving notice on the non-performing party.

Exhibit B – End User License Agreement

Use of this site is subject to the terms and conditions contained in the Wall Street on Demand Subscription Agreement (the "Subscription Agreement") set forth below. In continuing to access or use our site (the "Services"), you (the "Subscriber") agree to be bound by those terms and conditions set forth in this Subscription Agreement.

"Content" refers to the data made available by information providers included in the Services.

"Content Provider" refers to the research service providers offered in the Services.

1 Provisions

1.1 Neither Wall Street on Demand, their affiliates, content providers nor any third-party licensor ("WSOD Group") shall have any liability for the accuracy or completeness of the information or software furnished through the Services provided here, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;

1.2 WSOD Group has exclusive proprietary rights in any information and software received;

1.3 Subscriber shall not use the information provided through this Service for any unlawful or unauthorized purpose;

1.4 Subscriber shall not provide the information to any person or firm for reuse or retransmission without prior written approval of the WSOD Group;

1.5 Access to the Services is subject to termination in the event that any agreement between Wall Street on Demand and a provider of information or software distributed through the Services is terminated in accordance with its terms; and

1.6 Subscriber acknowledges that the Content is supplied by various third-party sources which Wall Street on Demand believes to be reliable and that the Content will be delivered to the Services via third-party network communications facilities. Except as expressly set forth in this Agreement, WSOD Group assumes no responsibility for the Content, the delivery of the Content to the Services, or any outages or interruptions of service. WSOD makes no warranty or representation that the Services will meet Subscriber's requirements or that the Content will be error free, adequate or will be delivered without interruption. The Services and all components thereof are provided "as is" and Subscriber's use of the Services is at Subscriber's own risk.

1.7 A reference to a particular investment or security in the Services is not a recommendation to buy, sell, or hold such investment or security.

1.8 Notwithstanding anything to the contrary in this agreement, WSOD Group makes no other warranties whether express, implied, statutory, or otherwise arising from course of dealing or usage of trade, and WSOD expressly disclaims all other warranties, including the implied warranties of merchantability, and fitness for a particular purpose. Except as expressly provided in Section J below (Infringement Indemnification), WSOD Group shall not be liable for any claims against Subscriber by third parties. In no event shall the maximum cumulative liability of WSOD Group in connection with the Services or this Subscription Agreement or any Exhibit, regardless of the form of action, exceed the fees paid by Subscriber to WSOD Group for the Services in question in the month such liability is alleged to have arisen.

1.9 No action, regardless of form, arising from or pertaining to the Services may be brought by Subscriber more than one (1) year after such

action has accrued. The parties agree that the terms and conditions in this Section i shall survive any termination of this Subscription Agreement.

1.10 Content Providers represent and warrant that the content shall not infringe upon the intellectual property rights of any third party; provided however that Subscriber's use is in compliance with the terms of this Subscription Agreement. Content Providers will indemnify, defend and hold Subscriber harmless from and against all loss, damage or expense arising in connection with any such third party intellectual property infringement claims, provided that Content Provider's indemnity obligation under this Section J shall not apply to any third party claims against Subscriber asserting that the use of the Services infringes any patent claiming exclusive rights over a technology, method or invention that is in such widespread unlicensed use by third parties as to be considered a fundamental public domain element of the Internet and where (i) Content Providers did not at the time it rendered the products and services have actual knowledge that the products and services as used by Subscriber in the manner contemplated under this Agreement infringed such patent, or (ii) a reasonably well-informed developer of online financial service platforms would not have known of such infringement.

1.11 In addition to and in no way limiting any provision in this Subscription Agreement, if WSOD Group reasonably believes that any of the Services is being improperly provided to, accessed by, or not securely being protected from third parties due to any negligent, reckless, purposeful or careless act or omission of Subscriber and such act or omission is causing or may cause injury or loss to WSOD Group, WSOD Group reserves the right to and may immediately cease providing the Services to Subscriber.

1.12 The indemnification obligations contained in this Section 1.12 shall be subject to the party requesting indemnification (i) promptly notifying the other party of any claim or litigation that is subject to such indemnification obligation and (ii) permitting the indemnifying party, at its election, to control the defense and/or settlement of any such claim or litigation. The party requesting indemnification shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with the indemnifying party in the defense of such claim or litigation.

Exhibit A – Content Packages

This *Exhibit A* incorporates by reference all terms and conditions of the *WSOD Content Redistribution License Agreement* ("Agreement") between Wall Street On Demand, Inc. and Zacks Investment Research, Inc. dated September 8, 2005

12 Content Packages

12.1 Report Package

- a) Zacks Company Report, in PDF format.
- b) Compliance Feed: WSOD will provide directly to Sublicensees relevant data designed to assist Sublicensee with regulatory compliance. The data will be provided via an electronic feed on a daily basis. The feed shall be comprised ratings information. Content Provider hereby grants to WSOD a nonexclusive, perpetual, irrevocable, license to use, copy and store such data for Sublicensee's regulatory compliance purposes. There is no limit on the number of users or computers that may so utilize such data under this license other than that such data may only be used for the regulatory compliance purposes of Sublicensee. WSOD and

Sublicensee will not sell or distribute the content to clients or other external parties.

- c) Meta data included in HTML pages which serve as a preview to the full PDF report. Data points include: historical ratings, company abstract, and date.
- d) Data Points for Dashboard to serve as a marketing tool for the service (Define)

13 Content Fees

Package Name	Short Description	Cost Per User
Report Package	Equity Reports, Compliance Feed, Meta Data, data points for Dashboard.	\$14/ month and 10% discount for annual subscriptions.