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## **CONTENT REDISTRIBUTION LICENSE AGREEMENT**

This Content Redistribution License Agreement ("Agreement") is made and entered into on December 1, 2003 ("Effective Date") by and between Wall Street On Demand, Inc. ("Licensee"), a Delaware corporation with a principal place of business located at 3005 Center Green Drive, Suite 100, Boulder, CO 80301 and Briefing.com, a California corporation located at 555 Airport Blvd., Suite 150, Burlingame, CA 94010 ("Briefing.com").

Briefing.com creates and produces daily financial data, analysis, and reports and provides them in the form of information services regarding stocks ("Stock Services") and Bonds ("Bond Services") and also live reports known as "Live Partner Services" (collectively, "Services"). Briefing.com and its third-party Licensors are the owners of all copyright rights, trademark rights, and other proprietary rights in the Services. Licensee desires to license Briefing.com's Services for display on a specified URL ("Site") and use by persons who use Licensee's Site ("End Users"), and also for redistribution to various corporate entities or others ("Sublicensees"), each of which operates from a specified Site with specified End Users. Briefing.com desires to grant Licensee a license that will distribute Briefing.com's Services to Licensee and allow Licensee to redistribute those Services to permitted Sublicensees. Each Sublicensee will be identified by specific entity, URL (a "Site"), and login if necessary on the Addendums to this Agreement. Any Site via which Licensee will be furnishing Licensee Services shall also be set forth in the Addendums.

Therefore, for good and valuable consideration, the receipt of which is acknowledged by both Briefing.com and Licensee (collectively, "Parties"), the Parties hereby agree as follows:

### **1.1 License of Services.**

(a) Subject to the terms of this Agreement, Briefing.com hereby grants to Licensee a worldwide, non-exclusive, non-transferable license to use, reproduce, distribute, display, and download for the purposes of providing English language access to the Services in Exhibit A, which contains specific Stock Services, and in Exhibit B, which contains specific Bond Services, and in Exhibit C, which contains "Live Partner Services" ("License").

(b) Under this License, the Licensee may redistribute the Services licensed herein to Sublicensees, on the following conditions: {i} Licensee shall provide sufficient information about its Sublicensees, including all URLs and requisite log-in passwords, to allow Briefing.com to exercise quality control efforts in supervising the use of Briefing.com's Services and Marks (as defined in 2.1(a) below); {ii} Licensee shall enter into an agreement with each Sublicensee which complies with the Addendums to this Agreement; {iii} Licensee shall supervise each Sublicensee to ensure the Sublicensee's compliance with the Addendum and to ensure that the Sublicensee does not do anything that would impair, impede, or be inconsistent with Licensee's ability to meet its obligations to Briefing.com.

**1.2 Licensee's Obligations as a Licensee of Briefing.com's Services.**

(a) Licensee shall pay Briefing.com 75% of the current fees for Services as published at <http://www.briefing.com/corpinfo/cobrand/stockdescrip.HTM> and/or <http://www.briefing.com/corpinfo/cobrand/bondescrip.htm> and/or [http://www.briefing.com/About/\\_cobrand/a\\_cb\\_StockPartner.htm](http://www.briefing.com/About/_cobrand/a_cb_StockPartner.htm). Such fees shall be payable by Licensee within thirty (45) days after the start of each month in which any of the Services is provided under this Agreement.

(b) Licensee agrees to bill each Sublicensee a minimum of the current fees as published at <http://www.briefing.com/corpinfo/cobrand/stockdescrip.HTM> for Stock Services, or a minimum of the current fees as published at <http://www.briefing.com/corpinfo/cobrand/bondescrip.htm> for Bond Services, and or a minimum of the current fees as published at <http://www.briefing.com/corpinfo/cobrand/stockpartner.htm> or a combined minimum of the current fees as published above if both the Stock Services, Bond Services and Live Partner Services are licensed together.

(c) If, pursuant to provision 3 below, Briefing.com makes the Services available electronically to Licensee for downloading, Licensee shall bear the design responsibility for any Web pages involving the Services, except for the design elements specified by Briefing.com in provision 2.2 below.

(d) If any content of Briefing.com's Services appears in a password-protected area of Licensee's Site, Licensee shall provide a password and one log-in for that area to Briefing.com for review purposes.

(e) During the term of this Agreement, Briefing.com shall make the Services available electronically to Licensee. For purposes of delivery to the Site, Briefing.com shall provide the Services at a specific URL which shall be communicated to Licensee subsequent to the signing of the Agreement and Licensee shall take "snapshots" of the Services only from that same URL and at those specific times. Licensee understands and agrees it is Licensee's responsibility to provide any technology or applications needed to take these "snapshots" and subsequently display the Services or

applications involving the Services on the Site. Except for Services content and where stated in Paragraph 2 above, Licensee agrees to bear current and future design responsibility for those Site pages involving the Services. The timing, quality and consistency of the Services provided to Licensee and its Customers shall be consistent with similar services Briefing.com provides its other customers and licensees. Briefing.com will use commercially reasonable efforts to deliver Services during market hours without interruption. In the event of an interruption, Briefing.com will notify Licensee as soon as possible. Licensee shall use commercially reasonable efforts to ensure that it displays the content of the Services accurately and shall promptly notify Briefing.com if it receives notice of inaccurately displayed Services. In addition, Licensee agrees that it will replace any inaccurate Services with corrected Services within a reasonable time after receiving such corrected Services from Briefing.com, but in no case will such replacement take longer than four (4) hours following Briefing.com's distribution of such corrected Services to Licensee. To ensure that inaccurate Services are replaced promptly, Licensee agrees to download current Services content from Briefing.com at frequencies recommended by Briefing.com, and that current Services content from Briefing.com will replace all prior Services content contained on each page. Licensee understands and acknowledges that prompt correction of inaccurate Services is essential to protect the value of Briefing.com's Services and to protect Briefing.com's overall business reputation and good-will in the marketplace. Therefore, Licensee understands and acknowledges that in the event that Licensee fails to correct inaccurate Services within four (4) hours following Briefing.com's distribution of such corrected Services to Licensee, Briefing.com shall have the right to consider such failure as a breach of this Agreement by Licensee. Should Briefing.com content appear in a password protected area on the Site, Licensee agrees to provide one log-in to Briefing.com for that area for review purposes.

(f) The Services content may not be archived without the written consent of Briefing.com.

## **2.1 License of Trademarks.**

(a) This License concerns the following trade names, trademarks, and other designations owned by Briefing.com:

Briefing.com - Registered  
In Play - Registered  
Story Stocks - Registered  
Stock Analysis - TM  
Professional - TM  
The Perfect Companion to Online Trading -- TM



(collectively, "Marks")

(b) Briefing.com 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 Services authorized under this License. No other right or license with respect to the Marks is granted under this Agreement.

## **2.2 Licensee's Obligations as a Licensee of Briefing.com's Trademarks.**

(a) Licensee acknowledges Briefing.com's ownership of the Marks. Licensee agrees that it will do nothing inconsistent with Briefing.com's ownership, and that all use of the Marks by Licensee shall inure to the benefit of and shall be on behalf of Briefing.com.

(b) Licensee agrees that it shall not use the Marks in any manner that may imply {i} that it is Briefing.com, or {ii} that it is the owner or creator of the Services.

(c) Licensee acknowledges and agrees that all of Licensee's uses of the Services {i} shall be made in connection with the Marks, {ii} shall conform to standards set by Briefing.com, and {iii} shall be subject to the quality control of Briefing.com.

(d) Licensee agrees to cooperate with Briefing.com in facilitating Briefing.com's quality control efforts. To this end, Licensee agrees to permit Briefing.com to make reasonable inspections of Licensee's uses of the Marks in connection with the Services by providing Briefing.com with all URLs and log-in passwords necessary to allow Briefing.com to review Licensee's uses of the Services.

(e) Licensee agrees to place the Briefing.com logo prominently at the top of each page of Services content on the Site {i} with a minimum size of 139 X 27 pixels,

and {ii} "hot-mapped" with a hyperlink to "<http://www.briefing.com>", or another URL designated by Briefing.com.

(f) Licensee agrees that, at the conclusion of any display of the Services on the Site, Licensee shall display *either* the Briefing.com logo {i} with a minimum size of 139 X 27 pixels, and {ii} "hot-mapped" with a hyperlink to "<http://www.briefing.com>", or the following tagline with the name "Briefing.com" "hot-mapped" with a hyperlink to "<http://www.briefing.com>":

"Briefing.com is the leading Internet provider  
of live market analysis for U.S. Stock, U.S. Bond,  
and world FX market participants."

with the word "Briefing.com" hyperlinked to <http://www.briefing.com>.

(g) Licensee understands that periodic marketing statements may appear above or below the Services as part of the upload process. Licensee agrees not to remove such statements.

(h) If Licensee fails to meet its obligations to display the Marks as stated above at any time during the term of this Agreement, Licensee agrees to pay double the licensing fees stated above until one month following the day upon which any such failure is cured. Notwithstanding the penalty language herein, in no case will it be acceptable to have less than the Briefing logo of the size and positioning as defined above in place and the tagline as defined above immediately following the Services content in place. Failure to do either or both these two requirements is a material breach of this Agreement by Licensee and grounds for termination as per Paragraph 5 b., iii of this Agreement.

### **2.3 Injunctive Relief.**

The parties acknowledge that any failure by the Licensee or by a Sublicensee to comply with the provisions of this Agreement may result in irreparable harm to Briefing.com for which a remedy at law would be inadequate. Therefore, in the event of a breach or a threatened breach by the Licensee or by one or more of the Sublicensees of a provision of this Agreement, Briefing.com shall be entitled to seek equitable relief in the form of specific performance and/or an injunction in addition to the exercise of any other remedies at law and in equity.

### **3. Delivery.**

(a) During the term of this Agreement, Briefing.com shall make the Services available electronically to Licensee for downloading.

(b) Briefing.com shall provide the Services at a specific URL which shall be communicated to Licensee subsequent to the signing of this Agreement, and Licensee shall take "snapshots" of the Services as specified at the specified URL at the times provided in Exhibit A, Exhibit B, and Exhibit C.

(c) The timing, quality, and consistency of the Services provided to Licensee and its Customers shall be consistent with similar Services Briefing.com provides its other customers and licensees. Briefing.com will make every reasonable effort to deliver Services during market hours without interruption. In the event of an interruption, Briefing.com will notify Licensee as soon as possible.

#### **4. Ownership.**

(a) Licensee agrees that the Services, including the contents thereof, are the sole and exclusive property of Briefing.com and/or its licensors and agrees not to infringe or violate Briefing.com's or its licensors' copyrights, trademark rights, and other proprietary rights therein. Ownership of all copyrights, trademark rights, and other proprietary rights in the Services are retained by Briefing.com and its licensors. Except as expressly provided in this Agreement, Briefing.com does not convey and Licensee does not obtain any right in the Services or any data or materials utilized or provided by Briefing.com in connection with the Services. All rights not granted hereunder are expressly reserved to Briefing.com and its licensors.

(b) Briefing.com agrees that any of Licensee's information, content, or other materials provided to Briefing.com hereunder ("Licensee Materials") are the sole and exclusive property of Licensee and/or its licensors and 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 Licensee Materials is retained by Licensee and its licensors. Except as expressly provided herein, Licensee does not convey and Briefing.com does not obtain any right in the Licensee Materials. All rights not granted hereunder are expressly reserved to Licensee and its licensors.

#### **5. Term and Termination.**

(a) This Agreement shall commence on the Effective Date and shall remain in full force and effect (unless terminated earlier as provided below) for an initial term of one (1) year. The Agreement shall be automatically renewed for additional one (1) year periods unless a party gives notice of termination at least sixty (60) days prior to the expiration of the initial term or any subsequent renewal term.

(b) This Agreement may be terminated by either party for cause immediately by written notice upon the occurrence of any of the following events:

- (1) If the other ceases to do business, or otherwise terminates its business operations, or if there is a material change in control of the other; or

(2) If the other shall fail to secure or renew promptly any license , registration, permit, authorization, or approval for the conduct of its business in the manner contemplated by this Agreement, or if any such license, registration, permit, authorization or approval is revoked or suspended and not reinstated within sixty (60) days; or

(3) If the other commits an act constituting a breach of any provision of this Agreement and fails to cure substantially such breach within seven (7) days of written notice describing the breach; or

(4) If the other becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days).

(c) This Agreement may be terminated immediately by Briefing.com in the event of a breach of any of the following provisions by Licensee or by one of Licensee's Sublicensees: 1.1, 1.2, 2.1, 2.2, 4(a), and 9.

(d) Any provision of this Agreement that, because of the nature of its terms, states or implies that those terms shall continue to be effective beyond the termination of this Agreement, shall survive termination of this Agreement. In addition, any right of action for breach of this Agreement prior to termination shall survive any termination of this Agreement.

#### **6. Warranty: Disclaimer.**

Each party represents and agrees that any information, content, or other materials or services provided, uploaded, or transmitted by or for it to the other party or any of its customers or licensees will not, to the best actual knowledge of the providing party, infringe any copyright right, trademark right, or other proprietary right of any person. Except for the foregoing, NEITHER PARTY MAKES ANY WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO ANY INFORMATION, CONTENT, OR OTHER MATERIALS PROVIDED OR MADE AVAILABLE BY IT HEREUNDER, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **7. Indemnification.**

(a) Each party shall defend the other party ("Indemnitee") against any third-party claim or suit arising out of or in connection with an assertion that the information, content or other materials or services (with respect to Briefing.com, also including, without limitation, Services) provided or made available by the defending

party ("Indemnitor") 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. The Indemnitor shall defend, indemnify, and hold harmless the Indemnitee, against and from damages, costs, and attorneys' fees, if any, incurred in defending and/or resolving such suit; provided that (a) the Indemnitor is promptly notified in writing of such claim or suit, (b) the Indemnitor shall have the sole control of the defense and/or settlement thereof, (c) the Indemnitee furnishes to the Indemnitor, on request, information available to the Indemnitee for such defense, and (d) the Indemnitee cooperates in any defense and/or settlement thereof as long as the Indemnitor pays all of the Indemnitee's reasonable out of pocket expenses and attorneys' fees. The Indemnitee shall not admit any such claim without prior consent of the Indemnitor.

(b) In addition to the foregoing, Licensee shall defend Briefing.com against any third-party claim or suit brought against Briefing.com and related to or arising out of any misuse, infringing use, or unauthorized use of Briefing.com's Services and Marks by Licensee. Licensee shall indemnify and hold Briefing.com harmless from damages, costs, and attorneys' fees, if any, incurred in defending and/or resolving such suit.

#### **8. Limitation of Liability.**

EXCEPT AS OTHERWISE PROVIDED BELOW, AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (EXCEPT AMOUNTS PAYABLE UNDER SECTION 2). THE LIMITATIONS IN THIS SECTION 8 SHALL NOT APPLY TO AMOUNTS OWED UNDER SECTION 9.

#### **9. Confidential Information.**

(a) Each party agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, confidential or proprietary information owned by the other party, related to the other party's technology or business, or received from the other party, *provided that* such other information or material is clearly marked with the phrase "Confidential Information," or substantially similar language indicating that such information is confidential. If confidential or proprietary information is provided in oral form, its confidential nature must be indicated at the time of its communication, and within seven (7) days after the communication, the communicating party must give the party receiving the communication a written confirmation indicating that the information is confidential.

(b) "Confidential Information" shall not include information {i} already lawfully known to or independently developed by the receiving party without access



to or use of the other party's Confidential Information, {ii} disclosed in published materials, {iii} generally known to the public, {iv} lawfully obtained from any third party, or {v} required to be disclosed by law.

**10. Relationship between the Parties.**

(a) The Parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees, agents, labor costs, and expenses arising in connection with this Agreement.

(b) Licensee is in no manner associated with or otherwise connected with the actual performance of this Agreement on the part of Briefing.com nor with Briefing.com's employment of other persons or incurring of other expenses. Except as expressly provided herein, Licensee shall have no right to exercise any control whatsoever over the activities or operations of Briefing.com.

**11. Notices.**

Notices under this Agreement shall be sufficient only if delivered personally, delivered by a major commercial rapid delivery courier service with postage or charges prepaid, or delivered by certified or registered mail (with return receipt requested) to the party to be notified at its address set forth on the first page above. In the event that a party changes its address during the term of this Agreement, it bears the responsibility of informing the other party of the change in its address.

**12. Miscellaneous.**

(a) Prohibition Against Assignment. Neither this Agreement nor any rights, licenses, or obligations hereunder, may be assigned by either party without the prior written approval of the non-assigning party. Notwithstanding the foregoing, either party may assign this Agreement to any acquiror of all or of substantially all of such party's assets or business or equity securities. All other attempts to assign this Agreement or any of its provisions and obligations shall be void.

(b) Applicable Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles thereof. In any action to enforce this Agreement, the prevailing party shall be entitled to costs and attorneys' fees.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein. It supersedes all prior discussions, documents, and agreements, between the Parties

except in a writing signed by both parties.

(d) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(e) Severability. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

(f) Marketing. Licensee shall make reasonable efforts to include in advertisements and promotions references to the availability of Briefing.com's Services on the Site.

(g) Publicity. Any press releases in connection with this Agreement shall be subject to the written mutual approval of the Parties.

(h) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date. All signed copies of this Agreement shall be deemed originals.

BRIEFING.COM:

David Beasley  
By: Authorized Signatory

David Beasley SVP marketing & business development  
Printed Name and Title

LICENSEE:

James Tanner  
By: Authorized Signatory

James Tanner, President and CEO  
Printed Name and Title

## EXHIBIT A

### Stock Services

Briefing.com will provide Licensee access to Briefing.com's proprietary content as provided in this Exhibit A (although this content is subject to change by Briefing.com at any time until both parties have signed the Agreement). This proprietary content does not include information from any third party associated with Briefing.com such as Quote.com, Market Guide, Zacks or Garban Information Systems. Some of the content below includes abridged versions of the more active content found on the Briefing.com *Stock Analysis*(™) service and/or Briefing.com *Professional*(™).

Content Listings:	Update Frequency:
<i>Market Comment</i>	(Live)
<i>Story Stocks®</i>	(3x per trading day)
<i>Sector Ratings</i>	(1x per trading day)
<i>Economic Calendar</i>	(1x per trading day)
<i>Up/Downgrades</i>	(3x per trading day) * <sub>1</sub>
<i>Splits Calendar</i>	(1x per trading day)

\*<sub>1</sub> Licensee shall not put time stamps on each individual entry for Up/Downgrades

## EXHIBIT B

### Bond Services

Briefing.com will provide Licensee access to Briefing.com's proprietary content as provided in this Exhibit B (although this content is subject to change by Briefing.com at any time until both parties have signed the Agreement). This proprietary content does not include information from any third party associated with Briefing.com such as Quote.com, Market Guide, Zacks or Garban Information Systems. Some of the content below includes abridged versions of the more active content found on the **Briefing.com Stock Analysis<sup>(TM)</sup>** service and/or **Briefing.com Professional<sup>(TM)</sup>**.

#### **Content Listings:**

#### **Update Frequency:**

<i>Bond Ticker</i> (current comment)	(3x per trading day)
<i>Economic Calendar</i>	(1x per trading day)
<i>Bond Brief</i>	(1x per week)
<i>Fed Brief</i>	(1x per week)*
<i>Interest Rate Brief</i>	(1x per trading day)**

\*this is currently updated approximately 2x per month but the time displayed maximizes the possibility of accessing the latest text.

\*\*Although the snapshot time for *Interest Rate Brief* indicates a frequency of 1x per trading day, Licensee should be aware the current update frequency for *Interest Rate Brief* is typically 1x per week. *Interest Rate Brief* includes the following linked related Services content but does not include the linked content in Briefing's *Charts & Data* section.

#### **Individual Series**

Prime Rate (1948-)  
11th Dist. COF (1981-)  
3-mo LIBOR (1980-)  
1-yr Treasury (1953-)  
10-yr Treasury (1953-)  
30-yr Treasury (1977-)  
30-yr Mortgage Contract Rate (1971-)

#### **Series Comparisons:**

Prime Rate vs. 3-mo LIBOR (1980-)  
3-mo LIBOR vs. 11th Dist. COF (1981-)  
1-yr Treasury vs. Funds Rate (1954-)  
1-yr Treasury vs. 10-yr Treasury (1953-)  
30 yr Treasury vs. 3-mo LIBOR (1980-)  
30-yr Mortgage vs. 1-yr + 2 7/8 pct (1971-)  
30-yr Mortgage vs. 10-yr Treasury (1971-)

#### **EXHIBIT C**

### Live Partner Services

Briefing.com will provide Licensee access to the portion of Briefing.com's proprietary content as expressly provided in this Exhibit C (although this content is subject to change by Briefing.com at any time until both parties have signed the Agreement). The exact mix of content may change based on decisions by Briefing analysts but will remain consistent with similar arrangements provided to other content partners. This proprietary content does not include information from any third party associated with Briefing.com such as (and without limitation) Quote.com, Market Guide, Zacks or Garban Information Systems.

### **Content Listings: Briefing.com Live Stock Partner™ Content**

<b>Content Listings:</b>	<b>Snapshot times (all times ET):</b>
<i>In Play®</i>	Once an hour snapshot taken at the top of each hour (9:00, 10:00...) throughout the trading day
<i>Stock Ticker</i>	<i>Live</i>
<i>Story Stocks®</i>	<i>Live</i>
<i>Short Stories</i>	<i>Live</i>
<i>Tech Stocks</i>	<i>Live</i> (12:00 AM each trading day)
<i>Up/Downgrades</i>	9:50 AM, 12:10 PM, 4:35 PM each trading day*1
<i>Sector Ratings</i>	4:05 PM each trading day
<i>Market Calendar</i>	9:50 AM, 12:10 PM, 4:35 PM each trading day
<i>Splits Calendar</i>	4:35 PM each trading day
<i>IPO Calendar</i>	4:35 PM each trading day

\*1 Licensee shall not put time stamps on each individual entry for Up/Downgrades