

**DATABASE CONTENT RESELLER AGREEMENT
BY AND BETWEEN
WALL STREET ON DEMAND, INC AND WALL STREET HORIZON, INC**

This Database Content Reseller Agreement ("Agreement") is made on January 11, 2005, 2005 ("Effective Date") by and between Wall Street on Demand, Inc. ("COMPANY"), a Colorado corporation and Wall Street Horizon, Inc., ("WSH"), a Massachusetts corporation.

1. **Term.** The term of this Agreement is for eighteen (18) months beginning on the Effective Date unless terminated earlier in accordance with the terms and conditions herein ("Initial Term") and shall automatically renew for successive (1) year terms thereafter unless either party provides the other with notices of intent to terminate or renegotiate not less than (30) days prior to expiration of the then-current term.
2. This section is intentionally left blank.
3. **Limited License.** Subject to the terms and conditions of this Agreement, WSH grants the COMPANY:
 - (a) a non-exclusive worldwide license to use, reproduce, distribute, display, transmit and print the WSH's Content (as defined in Exhibit 1 which is incorporated herein by this reference) in connection with the COMPANY's web sites to download and print the Content;
 - (b) A non-exclusive, worldwide license to use, reproduce and display the Licensor's Trademarks (as defined herein): (i) in connection with the presentation of the Content on the COMPANY's web sites and (ii) in connection with the marketing and promotion of the Content in connection with the COMPANY's web sites, subject to Section 8 of this Agreement, and
 - (c) The COMPANY shall be entitled to resell and sublicense the rights set forth in this Section 3: (i) to its institutional customers, including without limitations its customers that license the COMPANY's content for display and distribution in such customers' product and services, COMPANY agrees that any and all use of WSH's Trademarks by COMPANY, its affiliate, or any other sublicensees will at all times comply with WSH's reasonable Trademark guidelines as provided by WSH in writing to COMPANY.

COMPANY clients may not redistribute WSH Content except in conjunction with the other content and services provided by COMPANY.

COMPANY and COMPANY's customers may display, but not substantially modify or incorporate WSH Content into other derivative research products or information services.

"Customer" as used in this Agreement shall refer to a legal entity that licenses WSH Content from COMPANY for display and distribution in conjunction with such Customers' products and services, including without limitation a Customer's web site(s) where portions of such Customer's web site(s) may be hosted by COMPANY on behalf of such Customer.

"COMPANY web sites" as used in this Agreement shall refer to those web sites or web pages created by COMPANY on behalf of its Customers.

4. **Attribution:** COMPANY shall display a reference to the WSH name when displaying the Content in a COMPANY web site, with such display in a location to be determined by COMPANY according to COMPANY's standard practice for attribution for similar content.

5. WSH's Responsibilities

- WSH will make available updates to the Content on a twice-daily basis from a sub-site setup exclusively for COMPANY. The sub-site will be set up as a password-protected URL. The assigned password will allow COMPANY to pull the data into its system using FTP or any other delivery method agreed to by COMPANY. The database will be set up as a comma delimited file (CSV format) or other mutually agreed format.
- WSH will provide technical assistance to assist COMPANY with the integration of the Content into the COMPANY's delivery system
- The delivery and maintenance of the Content shall be subject to the service level agreement set forth in Exhibit 2 which is attached and incorporated herein by this reference.

6. COMPANY's Responsibilities

- COMPANY shall have the right to promote, sell and distribute the WSH Content to present and new COMPANY Customers.
- COMPANY will promptly report any problems that it becomes aware of with the Content to WSH.
- COMPANY is responsible for sending monthly reports to WSH identifying those of its customers that the Content is being distributed to pursuant to Section 3(c) and the monthly fee being charged to each COMPANY Customer pursuant to Section 3(c) that is directly attributable to the Content in Exhibit 1.

7. Fees

- COMPANY shall pay to WSH a licensing fee of \$1,000/month per Customer related to the sublicensing of the Content pursuant to Section 3(c) ("Licensing Fee"). Notwithstanding the foregoing or anything to the contrary in this Agreement, COMPANY is not obligated to use, distribute, resell, or sublicense the Content provided hereunder.
- COMPANY is responsible for collecting from its customers sublicensing the Content all fees due WSH consistent with this Section 7. All fees due to WSH must be paid within 30 Days from the time payment is received by COMPANY.
- Payments should be payable to:

Wall Street Horizon, Inc.
16 Berkshire Drive
Winchester, MA 01890
Attn: Accounts Receivables

and sent via check in US Dollars.

- 8. Trademarks.** WSH hereto grants COMPANY the right to use its phrases, logos, names, trademarks, services marks and images (collectively, the "Trademarks") during the term of this Agreement for the purposes of fulfilling the responsibilities of the COMPANY under this Agreement. The COMPANY may not modify any Trademarks supplied by WSH. WSH reserves all rights in and to its Trademarks and any other intellectual property it provide to the COMPANY and any third party subscribers of the COMPANY's services.

- 9. Disclaimers.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 11 OF THIS AGREEMENT, NEITHER WSH, THE "COMPANY", NOR ANY OF THEIR AFFILIATES, NOR ANY SOURCES MAKE ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE). NEITHER

WSH, ANY OF ITS AFFILIATES, OR ANY SOURCES WARRANT THAT THE CONTENT OR DATABASE PROVIDED HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 11 OF THIS AGREEMENT, "COMPANY" EXPRESSLY AGREES THAT ITS USE AND DISTRIBUTION OF THE DATABASE IS AT THE SOLE RISK OF THE "COMPANY" AND ITS THIRD PARTY SUBSCRIBERS OR USERS.

COMPANY will take all commercially reasonable efforts to inform any and all third party users or subscribers of the disclaimers set forth herein.

- 10. Limitation of Liability.** EXCEPT FOR INDEMNIFICATION IN SECTION 12 OF THIS AGREEMENT, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOSS OF DATA OR LOSS OR INTERRUPTION OF SERVICES OR COMMUNICATIONS. FURTHER, EXCEPT FOR INDEMNIFICATION IN SECTION 12 OF THIS AGREEMENT, EITHER PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF THE AGGREGATE FEES PAID TO WSH FOR THE CONTRACT YEAR IN WHICH THE MATTER GIVING RISE TO SUCH ACTION OR CLAIM OCCURRED OR \$100,000.00. THE PROVISIONS OF THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT. Except as provided in this Agreement, COMPANY is solely responsible for all materials and content that appear on the COMPANY's Content not provided by WSH.

- 11. Representations and Warranties.** Each party represents and warrants to the other that it has the right to enter into and perform this Agreement.

WSH warrants that (a) it has the right and authority to grant to COMPANY the rights granted hereunder; (b) the license granted to COMPANY hereunder and the Content and Trademarks do not infringe any third party's intellectual or other proprietary right at common law or under any statute; (c) the Content does not contain libelous, defamatory, obscene, pornographic, or profane material; (d) it has, as of the Effective Date, all rights, permissions and approvals from any sources necessary for the use of the Content by the COMPANY

- 12. Indemnification.** WSH shall indemnify COMPANY from, and defend COMPANY, its parent, and their respective employees, agents, and affiliates, from and against any liability or expenses (including reasonable attorneys' fees, expert witness fees, expenses, and costs of settlement) arising out of or relating to any claim by a third party arising out of or with respect to (a) the gross negligence or wrongful intentional acts of WSH or its employees in the delivery of the Content, (b) the breach by WSH of any representations and warranties of WSH set forth in Section 11 of this Agreement, and (c) the violation by WSH of any governmental law, rule, ordinance, resolution, or regulation.

13. Termination and Effect of Termination

Termination for Breach. Either party may terminate this Agreement of the other party materially breaches any of its obligations hereunder and such breach remains uncured for thirty (30) days following the written notice of the breach to the breaching party.

Effect of Termination. Upon termination or expiration of this Agreement, each party shall return to the other or destroy, at the other party's instruction, all Confidential Information of the other party. In the event either party terminates Agreement prior to expiration of the then-current term, the non-terminating party shall be entitled to pursue any legal remedy not expressly precluded by Agreement.

14. Miscellaneous Provisions

(a) Amendment and Modifications

This Agreement may be amended, modified, and supplemented only by written agreement of the parties.

(b) Waiver of Compliance

Any failure of any party to comply with any obligation, covenant, agreement or condition contained herein may be expressly waived in writing by either party, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(c) Notices

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand or (ii) sent by nationally recognized overnight courier or (iii) mailed, certified mail with postage prepaid to the address for the party set forth on page one of this Agreement.

(d) Assignment

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party that has executed this Agreement, except this Agreement may be assigned to an entity that purchases substantially all of the assets of the party through an agreement or by operation of law.

(e) Amendment and Modifications

This Agreement and the legal relations among the parties hereto shall be governed by and construed with the laws of the Commonwealth of Massachusetts.

(f) Counterparts

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, both all of which together shall constitute one and the same instrument.

(g) Headings

The headings of This Agreement are inserted for convenience only and shall not constitute a part hereof.

(h) Entire Agreement

This Agreement, including the schedules, exhibits and other document referred to herein which form a part hereof, embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties, covenants, or undertakings, other than those expressly set forth to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(i) Confidentiality

The parties agree that the prices and other terms and conditions set forth in this Agreement are confidential and shall not be disclosed to third parties other than (i) the parties' accountant and attorneys and financial consultants who have agreed in writing not to disclose such information. Each party shall promptly notify the other parties of any request or demand for information from any governmental authority. Any party objecting to the disclosure shall have the right to attempt to prohibit such disclosure by any available legal or administrative proceeding at its own costs and expenses.

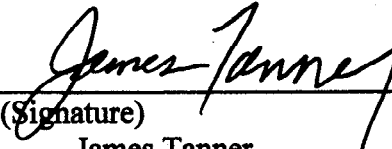
(j) Force Majeure

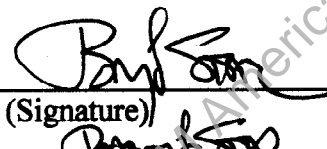
If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by any act of God, governmental authority, war, terrorist act, riot, civil unrest, insurrection, labor stoppage or slowdown, fire, flood, severe weather or other acts of conditions beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance, to the extent of such prevention, restriction, or interference. If such prevention, restriction, or interference continues for a period of thirty days, the affected party shall have the right to terminate this Agreement.

"COMPANY"

Wall Street Horizon, Inc.

Wall Street on Demand, Inc.


(Signature)
James Tanner
(Printed Name)
President
(Title)
January 11, 2005
(Date)


(Signature)
David S. ...
(Printed Name)
President
(Title)
31 JAN 05
(Date)

michael@justbuildit.com - Jul 29, 2024, 1:12 PM
America/New_York

Exhibit 1
Wall Street Horizon Content

The WSH Content shall include data listed below, as well as any data WSH makes available in the future, related to Conference Calls, Dividends, Earnings Announcement Dates, Stock Splits and Board Meetings.

EARNINGS ANNOUNCEMENT DATE

Company Name
Ticker Symbol
Exchange
Option Symbol
Option Exchanges
Announce Date
Time of Day (Before, during After
Market)
Quarter
Last Confirmation Date
Week of

DIVIDEND ANNOUNCEMENTS

Company Name
Stock Symbol
Exchange
Option Symbol
Option Exchange(s)
X-Dividend
Dividend Announcement Date
Dividend Record Date
Dividend Pay Date
Last X-Dividend Date

CONFERENCE CALLS

Company Name
Ticker Symbol
Exchange
Call Date
Time (when available)
Call in number (or website link)
passcode

STOCK SPLITS

Company Name
Stock Symbol
Exchange
Stock Split Date
Stock Split Ratio
Stock Split Announcement Date
Stock Split Record Date

BOARD MEETINGS

Company Name
Stock Symbol
Stock Exchange
Option Symbol
Option Exchange(s)
Board of Director's Meeting
Time of Day
Last Confirmation Date

Exhibit 2

Service Level Agreement

Wall Street Horizon is committed to providing our customers with unparalleled access and availability to our public company financial data databases. We recognize that you need to have our service available whenever you want or need to do business, and we strive to consistently exceed our service level commitments.

Our current service level objectives are as follows (expressed in Pacific Time, GMT -08:00):

Timeframe	Uptime Goal %
Week Days (Monday to Friday, 4 a.m. to 11 p.m.)	99.5%
Week Nights (Monday to Friday, 11 p.m. to 4 a.m.)	90.0%
Weekends (Saturday 4am to Monday, 4 a.m.)	80.0%

These percentages indicate our uptime objective. Thus, we aim to be down less than 0.5% of the time (less than half an hour a week) during the 4 a.m. to 11 p.m. week day time periods and consistently met these objectives.

Wall Street Horizon will use its best commercial efforts to provide immediate notification of any problems and service outages relating to Unavailability via email to an address designated in writing by its client and via telephone to a designated contact, if desired. WSH will provide periodic status reports to its client until the problem has been solved. Unavailability will exclude reasonable, previously scheduled maintenance periods.

Credit Availability

It is the Customer's responsibility to identify and request all valid SLA claims and corresponding credits. To be eligible for service credits, Customer must first report outage, delay or delivery events to WSH's Technical Support call center and a trouble ticket must be opened. Please request a ticket number from the WSH representative. WSH will notify Customer of its resolution of the reported outage. Customer must claim any applicable service credits by calling WSH Customer Service at 1-781-994-3500 x3536 within fifteen (15) calendar days of the notice of resolution of the reported incident. In the event that two or more credits are simultaneously claimed, a credit will be applied toward the single claim resulting in the largest credit. WSH will apply any service credits to the Customer's next monthly invoice.

Support Procedures

To report a problem, please contact Wall Street Horizon via phone at 781.994.3500 x3536 or send an email to support@wallstreethorizon.com with specific areas to be addressed. During business hours, review will be initiated with a response via phone or email usually within 1 (one) hour of the initial report.

Wall Street Horizon Security Policy

Wall Street Horizon uses industry-standard encryption methods to transmit your personal registration information from your computer to ours through the Internet, and we restrict access by registered users to any portions of our sites to computers running web browsers with Secure Socket Layer ("SSL") protocol. To use this level of protection technology, you need to have an SSL-compatible browser. We use industry standard practices, including firewalls, to insure your personal information is secure.

Please remember that you play a valuable part in our security, too. Your password to access our websites should never be shared with anybody and should be changed frequently. Any information you voluntarily disclose on-line to us may be collected and used by us or others.

without your permission. In addition, if you provide any information to parties who operate Web sites linked to or from our site, different rules may apply.

Regardless of the precautions taken by you or by us, "perfect security" just does not exist on the Internet. We cannot ensure or warrant the security of any information you transmit to us, and you transmit such information at your own risk. We reserve the right to change this policy at any time without prior notice. Revisions will be posted on our Web sites. This Security Policy is for the information of our users and does not constitute a contract or modification of any contract.

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York