

## CONTENT LICENSE AGREEMENT

This Content License Agreement ("Agreement") supersedes any previously signed Agreements and is entered into by and between Comtex News Network, Inc., a Delaware corporation with its principal office at 6462 Little River Turnpike, Suite E, Alexandria, Virginia 22312, ("Comtex") and Markit On Demand, Inc., formerly known as Wall Street On Demand, Inc., a Delaware corporation with its principal office at 5718 Central Avenue, Boulder, Colorado 80301 ("Distributor").

### WITNESSETH:

**WHEREAS, Comtex compiles Content in electronic form; and**

**WHEREAS, Distributor distributes information through its Services; and**

**WHEREAS, The parties wish to enter into an agreement whereby Distributor will distribute Comtex's Content through Distributor's Services.**

**NOW THEREFORE, in consideration of the mutual promises set forth herein, as well as other good and valuable consideration, Comtex and Distributor intending to be legally bound, hereby agree as follows:**

### **1. DEFINITIONS**

- 1.1. *Content*. "Content" means the data, publications, materials, reports, images and information that Comtex is authorized to and does provide to Distributor, as set forth in Exhibit A, including stories, articles, translations, text, graphics, images, charts, tables, formatting elements, artwork, photographs and all other materials contained therein, whether or not (i) protected by copyright or (ii) it includes information or data which Comtex has collected from its Providers.
- 1.2. *CustomWires®*. "CustomWires®" means a selection, at Comtex's sole discretion, of stories from more than one Provider. Distribution and pricing to Distributors of *CustomWires* will be at the sole discretion of Comtex.
- 1.3. *End-User*. "End-User" means any individual, or entity that has access to the Content via the Distributor's Services.
- 1.4. *Newsroom™ Products*. "Newsroom™ Products" means a selection, at Comtex's sole discretion, of the top stories from more than one Provider. Distribution and pricing to Distributors of Newsroom Products will be at the sole discretion of Comtex.
- 1.5. *Providers*. "Providers" means Comtex and those third parties from whom Comtex acquires the right to distribute the Content that Comtex transmits or otherwise makes available to Distributor.
- 1.6. *Services*. "Services" means only those electronic information services of Distributor that are set forth in Exhibit A.

- 1.7. *Third Party Partners*. "Third Party Partner" means those third party affiliates of Distributor, permissioned and approved by Comtex, with whom Distributor has entered into an agreement and whereby Distributor either hosts and distributes the Content via the Services to End-Users for the third party; or Distributor delivers the Content to the third party's servers and the third party delivers the Content to the End-Users.

2. **EFFECTIVE DATE**. The effective date of this Agreement (the "Effective Date") will be the date set forth in Exhibit A.

### **3. GRANT OF LICENSE**

- 3.1. *Grant of Rights*. Subject to the terms and conditions of this Agreement and Exhibits hereto, Comtex grants Distributor a nonexclusive license to (i) distribute, display and make available the Content via the Services, only as expressly provided in Exhibit A, and (ii) license End-Users to use the Content as authorized by the End-User Agreement, only as expressly provided in Exhibit B.
- 3.2. *Restrictions*. Distributor will not license, transmit, distribute or otherwise make available the Content to any person or entity (i) for use in print, television or radio news media, or any web sites supporting such persons or entities, unless such person or entity's use of the Content has been preapproved by Comtex (ii) that hyperlinks or in any way makes use of the content for advertising purpose, outside of the approved manner noted in Exhibit A, or (iii) on any web site or other means of distribution that transfers, licenses, displays, uses or otherwise makes available any material that is pornographic, obscene, defamatory, harassing, grossly offensive, malicious or potentially or actually infringes or misappropriates copyrights, patents, trademarks or other proprietary or intellectual property rights of any person or entity.
- 3.3. *Third Party Partner/End-User Agreement*. Distributor will obtain from its Third Party Partners or its Third Party Partners will obtain from each End-User, either in writing or via acknowledgment of an electronic form displayed in accordance with applicable law (which acknowledgment can be provided by use or redistribution of the Content), consent to the provisions set forth in Exhibit B to this Agreement or provisions substantially equivalent thereto.
- 3.4. *Acknowledgment and Reservation*. Distributor acknowledges that Comtex may aggregate information or data from various Providers to create the collections of Content distributed by Comtex and that Comtex is not responsible for the information or data collected from Providers that is incorporated into the Content. Distributor further acknowledges that no proprietary right, title or interest, including copyright, in the Content

is transferred to Distributor under this Agreement. Comtex reserves the right to add or withdraw Providers and items of coverage from the Content without notice.

#### 4. TERM & TERMINATION

4.1. *Term of Agreement.* The Term of this Agreement is set forth in Exhibit A.

##### 4.2. *Termination.*

4.2.1. Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement; provided, that (i) the non-breaching party first will provide notice to breaching party describing the breach and identifying the Section of the Agreement breached, and (ii) if the breach remains uncured for thirty (30) days after delivery of such notice, termination will take effect immediately. Upon receipt of the notice identifying the breach, the breaching party will use its best efforts to cure the breach.

4.2.2. Notwithstanding any other remedies granted by this Agreement, in the event that Distributor's, its Third Party Partners' or an End-User's breach of this Agreement has a reasonable possibility of causing Comtex to breach its agreement with a Provider, in addition to and not in lieu of any other remedies permitted hereunder, Comtex may in its sole discretion immediately suspend delivery of such Provider's Content to Distributor until such breach is remedied. Comtex actions under this Section 4.2.2 will not constitute a breach of this Agreement.

4.2.3. Each party, upon giving notice to the other party, will have the right to terminate this Agreement and the license granted hereunder in the event the other party (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state law; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or liquidated, voluntarily or otherwise.

4.3. *Obligations Upon Termination.* The parties hereto acknowledge that the charges set forth below have been determined based on the Content to be delivered to Distributor, as well as the length of the Term of this Agreement. Therefore, effective immediately upon termination of the Agreement, Distributor will not license, transfer, archive, make available or otherwise distribute the Content nor access, use or retransmit the Content. Distributor will (i) within thirty (30) days of such termination, pay to Comtex all charges then owed by it under Section 6, (ii) for the remainder of the then-current Term pay to Comtex all Minimums

or Content Fees required under Section 6 and the average of the Royalties paid to Comtex over the previous twelve (12) months, unless the termination is due solely to Comtex's material breach of this Agreement. Within thirty (30) days of termination, Distributor and its Third Party Partners will erase and purge the Content from any on-line and off-line storage media, and will certify such in writing to Comtex. Immediately upon termination Distributor will return to Comtex all other materials proprietary to Comtex or containing Comtex Confidential Information.

4.4. *Suspension.* Notwithstanding any other remedies granted by this Agreement, Comtex may in its sole discretion upon seven (7) days notice suspend delivery of Content to Distributor if Distributor breaches any provision of this Agreement. Such suspension will continue until the breach is remedied by Distributor. Comtex will resume delivery of the Content only after Distributor has taken action satisfactory to Comtex to assure that no further breach of this Agreement will occur.

#### 5. DELIVERY OF CONTENT

5.1. Comtex will transmit and make available for delivery the Content to Distributor and Distributor will receive the Content transmitted by Comtex in accordance with the technical specifications in the standard Comtex proprietary format. Distributor acknowledges that Comtex relies on the performance of its Providers outside the control of Comtex in order to make available the Content to Distributor. Subject to any disruptions or delays attributable to the lack of performance of such Providers, Comtex will use commercially reasonable efforts to maintain the timeliness of its transmission of the Content to Distributor.

5.2. If applicable, Distributor will retrieve and delete from the Comtex directory all Content within seventy-two (72) hours of Comtex making the Content available to Distributor. If Distributor fails to retrieve and delete the Content within seventy-two (72) hours, Comtex may delete the Content. Distributor may request a retransmission of deleted Content, at an additional charge to Distributor. Re-transmissions may only be performed for Content transmitted within the immediately preceding fourteen (14) calendar days.

5.3. In the event Distributor is not authorized to distribute all Content transmitted by Comtex, Distributor agrees to block and not license, transfer, make available or otherwise distribute to End-Users or any other third parties nor use in any manner, Content that Distributor is not authorized to distribute as part of the Services.

##### 5.4. *Notices.*

5.4.1. Distributor will cause the Services to display as part of each story, article or other material that includes Content transmitted by Comtex to Distributor the

copyright notice transmitted therewith by Comtex indicating that the copyright owner of the Content is Comtex or a Comtex Provider. Such notice will be conspicuous to the End-User and comply with any further requirements set forth in the Comtex Reference Guide.

5.4.2. "Standard Attribution Statement" means the phrase "News Provided by Comtex" or any other reasonable phrase and "<insert Publisher name> via Comtex)" to be displayed on the Content. Distributor will cause the Services to display as part of each story, article or other material that includes Content transmitted by Comtex to Distributor, (i) the Standard Attribution Statement, (ii) the Comtex logo (to be at least 100 x 42 pixels in size), and (iii) an operational Internet web site link to <http://www.comtex.com>. Such Standard Attribution Statement, logo and web link will be conspicuous to the End-User and comply with any further requirements set forth in this Agreement and in the Comtex Reference Guide. Any reference by Distributor to a specific Provider, whose Content is being supplied to Distributor by Comtex, will be referenced as being delivered via Comtex (for example, (123 Newswire via Comtex)). Comtex will waive the requirement for display of the Comtex logo and/or establishment of the web link for such periods that Distributor demonstrates the commercial or technical unfeasibility of complying with such requirements.

5.5. *Use and Display of Content.* Distributor will not edit, abridge, rewrite, translate or in any other way alter or modify the Content or create any work derived from the Content that materially alters the meaning and/or interpretation of the Content, except (i) to the minimum extent necessarily incident to forming the look and feel of Distributor's Services; provided, that such modification does not materially alter the Content, and (ii) to make available to End-Users only the headlines, as transmitted by Comtex, for the Content's articles and stories. Distributor may choose not to distribute to End-Users every story or article that Distributor is authorized to distribute. Further, Distributor acknowledges that Comtex's Newsroom™ Products must remain whole and complete to maintain their integrity and in order to maintain Comtex's compliance with the Providers. With regards to CustomWires® and Newsroom™ Products, Distributor may not disaggregate the Content into categories (i.e., by specific Provider, region, etc) and may not include and/or index the dateline of a story for the purpose of full text searching.

5.6. *Review by Comtex.* During the Term, Distributor will provide Comtex reasonable access to the

Services for purposes of reviewing Distributor's incorporation of the Content into the Services. Distributor will provide this access to Comtex at no charge.

5.7. *Corrections.* Upon receipt of notice from Comtex of an error in the distribution and transmission of Content to Distributor or in the provision of the Services by Distributor to End-Users, Distributor will immediately (i) implement as directed by Comtex such correction or other remedy, such as retracting a story or article or transmitting a correction, and (ii) provide Comtex documentation evidencing such correction or remedy. The limitations of Section 13 will not apply to any breach of this Section 5.7.

## 6. PAYMENT

6.1. Distributor will pay Comtex those Minimums, Content Fees, Royalties and Other Charges, set forth in Exhibit A. Commencing upon the Effective Date, Distributor will pay all Minimums, Content Fees and Other Charges regardless of any delay in Distributor commencing, or any interruption in Distributor continuing, transmission of Content to End-Users. Upon each anniversary of the Effective Date, Comtex reserves the right to increase all rates and charges by at least ten percent (10%). In addition and if applicable, Comtex reserves the right to raise the monthly Minimum to an amount equal to the average of the total monthly amount received by Comtex during the previous twelve (12) month period. Further, if a Provider requires a fee to participate in Distributor's products or services, upon the commencement of any Renewal Period, Distributor agrees to pay such fee and any applicable increase or such Provider's content will be removed from the Content.

6.2. Other Charges are calculated on the delivery format, maintenance and support of the Content and such charges may change from time to time without prior notice.

6.3. Distributor acknowledges that this Agreement is between Comtex and Distributor and that Distributor is responsible for payments to Comtex, in accordance with the terms and conditions set forth in this Section 6 as well as Exhibit A, regardless of the timeliness of payments received by Distributor from third parties.

6.4. *Invoices and Due Date.* In advance of each payment period, Comtex will provide Distributor an invoice stating Minimums, Content Fees and Other Charges owed by Distributor to Comtex. Distributor will pay Comtex the net amount owed on each invoice within thirty (30) days of the date of invoice (the "Due Date").

6.5. *Intentionally Blank.*

6.6. *Taxes.* Distributor will be responsible for all taxes, including sales, excise and value added taxes,

which may be levied upon the delivery of the Content or on any payments by Distributor to Comtex under this Agreement, other than franchise, personal property and income taxes of Comtex.

6.7. *Interest; Collection Costs.* All amounts owed under Sections 6.1, 6.2 and 6.3 and not paid within ten (10) days of the Due Date will bear interest at the rate of the lesser of (x) one and one-half percent (1.5%) per month, or (y) the highest rate allowed by law, measured from the Due Date until such amount is paid in full. Distributor's obligation to pay interest to Comtex on such overdue amounts will in no way limit Comtex's rights under this Agreement. Further, Comtex will be entitled to reimbursement from Distributor for all reasonable costs of collection, including attorneys' fees, collection agency fees and related expenses.

6.8. *Termination for Failure to Pay or Report.* Without in any way limiting Section 4, in the event Distributor either fails to make payment in full in accordance with this Section 6 within sixty (60) days of the date of an invoice or fails to provide Comtex the Usage Tracking Report as required by Section 6.6, Comtex, at its sole election, will have the right to immediately suspend transmission of the Content to Distributor and/or terminate this Agreement pursuant to Section 4.2. In the event of suspension, promptly upon Comtex's receipt of such Usage Tracking Report and payment in full of all amounts due, Comtex will recommence transmission of the Content to Distributor as of the date payment is received. For an additional charge to Distributor, Distributor may request retransmittal of Content not received during the suspension period.

6.9. *Audit.* Once in any six (6) month period during the Term, upon at least five (5) business days' notice, Comtex or its representative may, during normal business hours and upon reasonable notice, inspect and audit the relevant books and records of Distributor for the sole purpose of verifying all information related to determining the amounts owed under this Agreement. Such inspection and audit will be at the expense of Comtex unless the audit shows an error of five percent (5%) or more in any three prior months calculated Minimums, Content Fees and Royalties or Other Charges, in which case Distributor will bear all reasonable costs and expenses of such inspection and audit. Any deficiency discovered by the audit, plus interest at the rate of the lesser of (x) one and one-half percent (1.5%) per month, or (y) the highest rate allowed by law, will be invoiced by Comtex to Distributor and Distributor will pay Comtex the total amount due within thirty (30) days of the date of such invoice.

## 7. MARKETING

7.1. Distributor agrees to use the greater of (x) commercially reasonable efforts or (y) the same

efforts used for Distributor's other content providers, to promote and market the Content to prospective End-Users. Distributor will be responsible for all expenses incurred by Distributor in promoting and marketing the Content.

7.2. *Prior Approval for Publicity.* The parties each agree, at least ten (10) business days prior to a release date of marketing materials and promotions in which the other party is named, the releasing party will submit to the other party for approval all marketing and other promotional materials, including press releases, advertisements and brochures (whether using print, broadcast or on-line media) that are: (i) produced by Comtex and describe the Services; provided, that Comtex may identify Distributor as a Comtex distributor without obtaining Distributor's consent; or (ii) produced by Distributor and describe the Content or identify Comtex's Providers; provided, that Distributor may identify Comtex as an information services provider without obtaining Comtex's consent.

Approval of use of such promotional materials will be deemed granted unless written notice of disapproval is received within five (5) business days. A party will not unreasonably withhold its approval.

## 8. CONFIDENTIAL INFORMATION

8.1. "Confidential Information" means all (i) non-public proprietary information concerning the party disclosing such information (the "Disclosing Party") (whether prepared by the Disclosing Party or its representatives and irrespective of the form of communication) which is furnished to the party receiving such information (the "Receiving Party") by or on behalf of the Disclosing Party, including all notes, analyses, reports, compilations, studies, interpretations, summaries or other documents prepared by the Receiving Party which contain, reflect or are based upon, in whole or in part, the information furnished to the Receiving Party, or (ii) information or material proprietary to the Disclosing Party which (A) is designated as Confidential Information by the Disclosing Party, and not generally known by the Non-Disclosing Party, (B) with respect to information provided on paper, by facsimile or by electronic mail, on magnetic media, electronically or by any other medium (collectively "in writing"), by labeling such information as "CONFIDENTIAL INFORMATION" before the information is provided to the Receiving Party, or (C) all terms and conditions of this Agreement, any information regarding Comtex's prices, or any information concerning the composition of Comtex's products, including analyses of the composition of Comtex's products and each Parties' performance under this Agreement, to any third party except to potential investors, potential merger partners or acquirers subject to appropriate nondisclosure agreements, or as required by law. "Confidential Information" will not include information that (1) is or will

become generally available to the public other than as a result of a breach of this Agreement by the Receiving Party, (2) was within the Receiving Party's possession prior to being furnished to the Receiving Party by or on behalf of the Disclosing Party; provided, that the Receiving Party did not know that the source of such information was bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information, (3) is independently developed by the Receiving Party without use of information disclosed by the Disclosing Party, (4) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided, that the Receiving Party did not know that the source of such information was bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Disclosing Party or any other party with respect to such information, or (5) is publicly disclosed by the Receiving Party with the Disclosing Party's prior written approval.

8.2. The Receiving Party will not disclose or otherwise transfer Confidential Information of the Disclosing Party to any third party, without first obtaining the Disclosing Party's consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information.

8.3. The parties agree that damages will be an inadequate remedy in the event of a breach by either party of this Section 8 and that any such breach by a Receiving Party will cause the Disclosing Party irreparable injury and damage. Accordingly, a Disclosing Party will be entitled, without waiving any additional rights or remedies otherwise available at law or in equity, to injunctive and other equitable relief in the event of a breach or intended or threatened breach of this Section 8. The limitations of Section 13 will not apply to any breach of this Section 8.

9. **INTELLECTUAL PROPERTY.** Each party agrees that (i) the other party's trademarks are the sole and exclusive property of such party that owns the marks; (ii) the trademarks of the Providers are the sole and exclusive property of the respective Providers; and (iii) that no party hereto will derive any ownership or other rights to any other party's marks and all such rights will inure exclusively for the benefit of the owner thereof. Pursuant to Section 5.4, Comtex will have the right to approve the use of its trademarks by Distributor to promote and describe the Services.

10. **LIMITED WARRANTIES OF COMTEX.** Comtex warrants that its entry into this Agreement does not violate any agreement between Comtex and any third party. Comtex further warrants that to the best of its knowledge, its performance under this Agreement and the delivery to Distributor of the Content conforms to all applicable laws and government rules and

regulations, subject to the terms and conditions of this Agreement.

11. **LIMITED WARRANTIES OF DISTRIBUTOR.**

11.1. Distributor warrants that its entry into this Agreement does not violate any agreement between Distributor and any third party. Distributor further warrants that its performance under this Agreement and the use of the Content as part of the Services conforms to all applicable laws and government rules and regulations, subject to the terms and conditions of this Agreement.

11.2. Distributor agrees that the Content is provided by Comtex "AS IS".

12. **DISCLAIMER OF ALL OTHER WARRANTIES.** EXCEPT AS IS EXPRESSLY SET OUT IN THIS AGREEMENT, NEITHER COMTEX NOR ITS SUPPLIERS OR PROVIDERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO THE OTHER PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **LIMITATION OF LIABILITY.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST REVENUE, LOST PROFITS OR DATA, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING UNDER THIS AGREEMENT OR ANY PERFORMANCE UNDER THIS AGREEMENT.

14. **INDEMNIFICATION**

14.1. Distributor will indemnify and hold harmless Comtex and its Providers from and against any third party losses, expenses, liabilities, damages and other claims, including reasonable legal fees and expenses, arising out of Distributor's or its End-User's (i) breach of any provision of this Agreement, (ii) distribution, transmission, duplication or use of the Content or the Services in contravention of this Agreement, or (iii) alteration or modification of the Content.

14.2. Comtex will indemnify and hold harmless Distributor from and against any third party losses, expenses, liabilities, damages and other claims, including reasonable legal fees and expenses, arising out of Comtex's breach of any provision of this Agreement.

14.3. Each party agrees to notify the other of any such claim for indemnification promptly in writing. The parties agree to cooperate fully during such proceedings. Each party will have the right to defend and select its own counsel, or call upon the indemnifying party to defend and assist them and their counsel. Neither party will make any settlement, which materially affects the rights of

the other party, nor will either party be responsible for indemnifying the other party for any settlement made, without the first party's prior written consent, such consent not to be unreasonably withheld.

Markit On Demand, Inc.  
5718 Central Avenue  
Boulder, Colorado 80301  
Facsimile: 303-583-4331  
E-mail: Catherine.allegre@markit.com

15. **NON-SOLICITATION.** Notwithstanding termination due to Comtex's breach of this Agreement, commencing on the Effective Date of this Agreement and extending for a period of one (1) year from expiration or termination of this Agreement, Distributor will not contact any Provider whose Content is delivered via Comtex for the purpose of procuring Content directly or indirectly from such Provider. The foregoing sentence does not apply to any Providers that Distributor currently has a business relationship with as of the Effective Date and shall not be interpreted to prevent Distributor from responding to inquiries from interested Providers about distributing their content via Distributor. If Comtex does not make available Content to Distributor from an Provider, this Section 15 will not apply to such Provider.

16. **FORCE MAJEURE.** Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any delay or failure to perform under this Agreement if caused by conditions beyond its reasonable control, including fire, flood, accident, storm, acts of war, riot, terrorism, government interference, strikes or walkouts (each, a "Force Majeure Event"); provided, that no such Force Majeure Event will excuse any delay or failure to perform by Distributor of its obligations to make payments to Comtex under Section 6. However, if a Force Majeure Event prevents Distributor from distributing or making available the Service or the Content, then Distributor's obligation to pay will be suspended for the duration of the Force Majeure Event. The affected performing party will promptly notify the other party of the nature and anticipated length of continuance of such Force Majeure Event.

17. **NOTICES.** All notices, statements, reports and demands required by this Agreement will be in writing and delivery will be deemed to occur (i) if by hand delivery, upon such delivery, (ii) if by mail, four (4) days after deposit with the U.S. Postal Service, (iii) if by overnight delivery service, three (3) days after deposit with such overnight delivery service, (iv) if by facsimile transmission, upon receipt of confirmation of delivery, and (v) if by e-mail, upon receipt of confirmation of delivery.

If to Comtex:

Contract Compliance  
Comtex News Network, Inc.  
6462 Little River Turnpike, Suite E  
Alexandria, Virginia 22312  
Facsimile: 703-820-2005  
E-mail: [contracts@comtex.com](mailto:contracts@comtex.com)

If to Distributor:

Catherine Allegra  
Global Head

## 18. GENERAL TERMS AND CONDITIONS

18.1. *Independent Contractor.* Neither party will be considered an agent of the other party nor will either party have the authority to bind the other party.

18.2. *Assignments.* Either party may assign this Agreement only in connection with a transaction in which (i) substantially all of the assets related to its rights and obligations under this Agreement are assigned to a third party, or (ii) the party is acquired, reorganizes or merges. In the event such a transaction is contemplated, the assigning party will provide the other party at least sixty (60) days prior written notice. If, within thirty (30) days of receipt of such notice, Comtex objects and certifies in writing to Distributor that the proposed assignment will result in a breach of any obligations of Comtex under any agreements between Comtex and its Providers, then the assignment is prohibited. Except as specifically authorized by this Section 13.2, neither party may assign this Agreement without the prior written consent of the other party.

18.3. *Beneficiaries.* The rights and limitations in this Agreement are for the benefit of Comtex and its Providers, each of which will have the right to enforce its rights hereunder directly and on its own behalf. Distributor expressly acknowledges and agrees that the Providers are third party beneficiaries of this Agreement and may enforce the provisions of this Agreement against Distributor to the same extent as Comtex.

18.4. *Liquidated Damages for Unauthorized Distribution or Redistribution.* Distributor acknowledges and agrees that in addition to the amount Comtex would have been entitled to under the terms of this Agreement for Distributor's unauthorized distribution of the Content, Distributor will also pay Comtex liquidated damages in an amount equal to what Comtex would have received had Comtex sold its Content directly to the unauthorized distribution channel, site, application, or service.

18.5. *Arbitration.* Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof.

18.6. *Governing Law.* This Agreement and performance hereunder will be governed by the laws of the State of New York without giving affect to conflict of laws principles.

18.7. *Non-Applicability of UCITA.* The parties hereto (i) acknowledge and agree that this Agreement will not be governed by any of the provisions of the Uniform Computer Information Transactions Act ("UCITA") under the laws of the Commonwealth of Virginia, and (ii) expressly opt-out of the applicability of UCITA.

18.8. *Severability.* If any one or more of the provisions of this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, the same will not affect any other provisions of this Agreement, and this Agreement will be construed as if such provisions had never been contained herein; provided, that such provisions will be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

18.9. *Waiver, Completeness, Amendments.* No waiver of any breach of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver will be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained and supersedes any and all prior proposals, understandings and other agreements, oral or written, between the parties relating to the subject matter contained in this Agreement. All Exhibits are hereby deemed incorporated within this Agreement. This

Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

18.10. *No Inference Against Author.* No provision of this Agreement will be interpreted against any party because such party or its legal representative drafted such provision.

18.11. *Headings.* The headings used in this Agreement are for the convenience of the parties and are not to be construed to have any legal significance.

18.12. *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

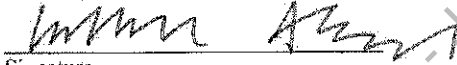
18.13. *Duly Authorized Representative.* Each party warrants that its representative whose signature appears below is duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

18.14. *Survival.* Sections 3.4, 4.3, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 18 will survive termination of this Agreement.

18.15. *Good Faith and Fair Dealing.* It is agreed and acknowledged that the parties hereto have acted and will continue to act in good faith in performing the obligations required hereunder and in any subsequent re-negotiation of the terms of this Agreement.

**AGREED:**

Markit On Demand, Inc.

  
Signature

CATHERINE ALEGRIA


Printed Name

Global Head of Markit ON DEMAND

Title

Date: 3/11/13

Comtex News Network, Inc.

  
Signature

Kathy Ballard

Printed Name

VP

Title

Date: Mar 12, 2013

## Exhibit A

### I. GRANT OF RIGHTS; SERVICES; PERMISSIONS; CONTENT; PRICING; REPORTING.

Comtex grants Distributor the following rights with regards to how the Content may be distributed, displayed or redistributed:

#### A. CO-BRAND SERVICES RIGHTS

1. **Co-Brand Rights.** “Co-Branding” means when Distributor and a Third Party Partner together create a Service, whereby both the Distributor’s and the Third Party Partner’s branding are visible on the Third Party web site, and where (i) such Third Party Partner has Comtex’s Content available on its web site for access by End-Users, (ii) where the look, feel and performance of the Content is in a presentation consistent with the parameters as defined by the Distributor, and (iii) where such Content is hosted by the Distributor. Distributor and Third Party Partner may not allow any unauthorized third party to link to or frame any pages of the web sites set forth herein that contain the Content. Further, Distributor and Third Party Partner will not allow hyperlinking of terms or in any way make use of the content for advertising purposes, outside of the approved manner noted in Co-Brand Services.
2. **Co-Brand Services.** Markit On Demand specializes in providing financial research to retail consumers via their web design and hosting business. They host large portions of the research sections of sites for the top on-line brokerage houses. Markit On Demand’s forte is creating, collecting and distributing visual displays of the most current and accurate financial information available. Each co-brand client’s web site(s)/application(s) will be permissioned and individually priced. Distributor has the right to distribute the Licensed Information through Distributor’s following co-brand partners:
  - a. **BMO Investorline.** BMO Investorline is part of Bank of Montreal’s financial portal. BMO Investorline offers delayed and real-time financial market information, including but not limited to stock quotes, options, news, and other company information, as well as analysis of that information. The Licensed Information, as defined in Section 4, shall be available via their open website [www.bmoinvestorline.com](http://www.bmoinvestorline.com). Effective July 1, 2011.
  - b. **Stifel Nicolaus.** Stifel Nicolaus’ Investment Services Group consists of financial specialist who are “on call” to provide expert advice for Annuities, Professional Money Management, Mutual Funds, Insurance, Qualified Plans, Financial Planning, Options, Correspondent Research, and much more. Comtex Content will be used on the public portion of [www.stifel.com](http://www.stifel.com) in the Home, Quotes, and potentially Research sections of the site. Effective June 1, 2003.
  - c. **TD Waterhouse Investor Services, Inc.** The Distributor has built and will host web pages for TD Waterhouse Investor Services, Inc. The Licensed Information will be accessible to the following TD Waterhouse web sites (“TD Affiliate Sites”): [www.tdwaterhouse.com](http://www.tdwaterhouse.com), [www.tdwaterhouse.ca](http://www.tdwaterhouse.ca), and [www.advisorservices.com](http://www.advisorservices.com). Effective June 1, 2002.
  - d. **TradeKing, formerly known as Zecco.** TradeKing offers delayed and real-time financial market information, including but not limited to stock quotes, options, news, and other company information, as well as analysis of that information using TradeKing’s proprietary processes. The Licensed Information, as defined in Section 4, will be posted within the Markets and Quotes sections of <http://www.zecco.com> as well as <http://www.tradeking.com/>. Effective December 1, 2009.
3. **Authorization for Co-Brand Sites.** Each Co-Branded sites must be approved in writing by Comtex at least thirty (30) days prior to the date Distributor will make the Content available to a third party. If Content from one or more Comtex Providers is not authorized to be distributed (i.e., an unauthorized distribution) to a Co-Branded site, then Distributor must block distribution of such Provider’s content to such site. Failure to comply with either of the requirements of this paragraph will constitute a material breach of this Agreement.
  - a. No other Comtex Content offering or package, other than those defined in this Exhibit A, can be made available without the express written approval from Comtex. Such approval will be executed via a written amendment to this Agreement.
  - b. No use or redistribution, other than that which is expressly approved in this Exhibit A, can be made without the express written approval from Comtex. Such approval will be executed via a written amendment to this Agreement.
4. **Content for Co-Branding.** Comtex shall deliver Public Companies *CustomWire* and Top Stories Newsroom categories to Markit On Demand for demonstration purposes only. The Content listed below supports the respective Service(s) and co-brands listed above in Section 2.
  - a. **BMO Investorline:** Pass thru of ACCESSWIRE English Full Feed (BSR), CNW Group English Full Feed (CNW), CNW Group English, Not for Distribution in the US Full Feed (CND), Filing Services Canada Full Feed (FSC), Filing Services Canada English, Not for Distribution in the US Full Feed (FND), Marketwire Canada English Full Feed (CCN), Marketwire Canada English, Not for Distribution in the US Full Feed (NFD)
  - b. **Stifel Nicolaus:** Public Companies Select *CustomWire*; Business, Finance & Front Page Top Story Newsrooms



- c. **TD Waterhouse Investor Services Inc.:** Business *CustomWire* with limited to content from ACCESSWIRE (BSR), Business Wire (BIZ), Business Wire English, Not for Distribution in the US (BZN), CNW Group (CNW), CNW Group English, Not for Distribution in the US (CND), Filing Services Canada (FSC), Filing Services Canada English, Not for Distribution in the US (FND), Globenewswire (PMZ), Globenewswire English, Not for Distribution in the US (PMX), Marketwire Canada (CCN), Marketwire Canada English, Not for Distribution in the US (NFD), PR Newswire (PRN), TheNewswire.ca English, Not for Distribution in the US (NWD), Thomson Reuters ONE (HUG)
  - d. **TradeKing:** Business *CustomWire*
5. **Co-Brand Pricing.** Comtex will deliver content to Distributor for non-commercial use. Each co-brand client's web site(s)/application will be permissioned and individually priced. Comtex and Distributor will work together and price each co-brand opportunity prior to Comtex Content being made available in any application or web site. Comtex shall deliver Public Companies and Top Stories Newsroom categories to Markit On Demand for demonstration purposes only at no charge.
- In addition to the other Fees set forth in this Agreement, Distributor shall pay Comtex the following Monthly Fees for the right to distribute the Licensed Information to the following co-brand sites:
- a. **BMO Investorline:** \$500 per month (pass thru fee)
  - b. **Stifel Nicolaus:** \$1650 per month
  - c. **TD Waterhouse Investor Services Inc.:** \$1650 per month
  - d. **TradeKing:** \$4000 per month
6. **Reporting.** All co-brands require prior approval from Comtex and must be added to this Agreement by Amendment. Further, Distributor will notify Comtex, in writing, with the effective date of when a co-brand terminates. Finally, on occasion when requested, Distributor and Comtex will compare lists of current co-brands.

#### B. THIRD PARTY SERVICE PROVIDER

- 1. **Third Party Service Provider Rights.** "Third Party Service Provider" means Distributor provides a service to a Comtex Customer by providing technical design, application development and/or hosting of Comtex Content for use by customer within its web site or application. Distributor and Third Party Partner may not allow any unauthorized third party to link to or frame any pages of the web sites set forth herein that contain the Content. Further, Distributor and Third Party Partner will not allow hyperlinking of terms or in any way make use of the content for advertising purposes, outside of the approved manner noted in Third Party Service Provider Services.
- 2. **Third Party Service Provider Services.** Distributor will make specified Comtex Content, licensed via customer's current agreement with Comtex, available to an active Comtex customer via Distributor's technical platform.
- 3. **Authorization for Third Party Service Provider.** Each Comtex customer seeking Third Party Service Provider services must be acknowledged in writing by Comtex at least thirty (30) days prior to the date Distributor will make the Content available to such Comtex customer. If content from one or more Comtex Providers is not authorized to be distributed (i.e., an unauthorized distribution) to a Third Party Service Provider, then Distributor must block distribution of that Provider's content to that Third Party Service Provider's web site. Failure to comply with the requirements of this paragraph will constitute a material breach of this Agreement.
  - a. No other Comtex Content offering or package, other than those defined, can be made available without the express written approval from Comtex.
  - b. Distributor currently acts as a Third Party Service Provider for the following Comtex direct customers:
    - i. ETrade [deal between Dow Jones/MarketWatch and Comtex. DJ/MW has distribution deal with Markit On Demand]
    - ii. Fidelity Brokerage Services LLC
    - iii. Midnight Trader
    - iv. Scottrade, Inc.
    - v. Scotiabank (fka ETrade Canada) [deal between Dow Jones/MarketWatch and Comtex. DJ/MW has distribution deal with Markit On Demand]
    - vi. Valueline, Inc.
- 4. **Third Party Service Provider Pricing.** Pricing for delivery of the content will be set between customer and Distributor. Comtex will not charge or collect any communication fees from the customer if they choose to receive via Distributor. Should the customer seek to receive content directly from Comtex, communication fees would be applied to the customer's agreement with Comtex. All content fees will be set in the Content License agreement between Comtex and customer and customer will pay content fees directly to Comtex.

5. *Reporting.* On occasion when requested, Distributor will provide Comtex a Usage Report including Comtex customer, URL, Comtex Content, required Provider blocks and effective start date. A Sample Usage Report may look similar to the below:

Customer	URL	Comtex Content Delivered	IP/Source Blocks	Effective Start Date
Etrade (Public website)	us.etrade.com/home	Public Companies Select <i>CustomWire</i>	FFR, DTM, FWN, FWS, ITR, KNS, KRT, WSH	~2005
Fidelity Brokerage Services LLC	All Fidelity entities	International Business <i>CustomWire</i>	FWN, FWS, KRO	12/2/2009
Midnight Trader	www.midnighttrader.com	Public Companies Select <i>CustomWire</i> [limited to Business Wire, Globenewswire, Marketwire US, PR Newswire and Thomson Reuters One]	Only publishers allowed: BIZ, PMZ, INW, PRN, HUG	Pending ~March/April 2013
Scotiabank	www.scotiabank.com	Public Companies Select <i>CustomWire</i>	FFR, DTM, FWN, FWS, ITR, KNS, KRT, WSH	Pending ~March 2013
Scottrade, Inc.	www.scottrade.com	Business <i>CustomWire</i>	COL, FFR, JGN, KRO, KRT	~2005
Valueline	www.valueline.com	Wall Street <i>CustomWire</i>	KRT	3/4/2013

## **II. ARCHIVING RIGHTS FOR CONTENT.**

Distributor may archive the Content for a period not to exceed ninety (90) days.

## **III. OTHER CHARGES.**

"Other Charges" means the following additional fees and charges:

- A. START UP/INSTALLATION FEES: Waived—obligation met June 2001 via original agreement.
- B. COMMUNICATION FEES: For delivery of the Content, Distributor will pay Comtex the communication charges as set forth below (per connection per month):  
Distributor currently has two FTP connections [wallstondemandxml and wallstondemandxml2] at \$800/month. A third connection, wallstondemandautxml, is for automatic kills and is available at no charge.
- C. MAINTENANCE/SUPPORT FEES: Waived.

## **IV. TERM.**

- A. The initial term of this Agreement (the "Initial Term") will be for two (2) years commencing upon the Effective Date.
- B. The Initial Term of this Agreement will renew automatically for two (2) year periods ("Renewal Periods"), unless either party notifies the other party in writing, at least ninety (90) days before the end of the Initial Term or any Renewal Period, of its election not to renew the Initial Term or any Renewal Period. For purposes of this Agreement, "Term" means the Initial Term and any Renewal Periods.

**V. EFFECTIVE DATE.** The Effective Date of this Agreement and Exhibits hereto is: **March 1, 2013**

## Exhibit B

### Comtex End-User Agreement Provisions

1. Ownership. End-User agrees that Comtex and its Providers retain all proprietary right, title or interest, including copyright, in the stories, articles or other material, including, but not limited to, text, images and other multimedia data that Comtex provides as part of Distributor's Services (the "Content").
2. Restrictions on Use. End-User agrees that it will not copy nor license, sell, transfer, make available or otherwise distribute the Content to any entity or person. End-User will use its best efforts to stop any such copying or distribution immediately after such use becomes known.
3. No Warranty. The Content is provided "AS IS." COMTEX AND ITS INFORMATION PROVIDERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, THE CONTENT AND ALL PERFORMANCE HEREUNDER. Comtex and its information providers make no warranties regarding the completeness, accuracy or availability of the Content.
4. Limitation of Liability. In no event will Comtex or its information providers be liable to End-User or any other person or entity for any direct, indirect, special, exemplary or consequential damages, including lost profits, arising under this Agreement or from performance there under based in contract, negligence, strict liability or otherwise, whether or not they or it had any knowledge, actual or constructive, that such damages might be incurred.
5. Indemnification. End-User will indemnify and hold harmless Comtex and its information providers against any claim, damages, loss, liability or expense, including attorneys fees, arising out of End-User's use of the Content in any way contrary to this Agreement.
6. Beneficiaries of this Agreement. The rights and limitations in this Comtex End-User Agreement are for the benefit of Comtex and its information providers, each of which will have the right to enforce its rights hereunder directly and on its own behalf.