

Factiva Intelligent Indexing Company Code License

THIS LICENSE, which includes the terms and conditions and all schedules attached (the "License"), is between **Dow Jones** and the **Subscriber**, the details of both of which are set out below.

Description of the License

This License governs the terms and conditions under which the Subscriber may use Factiva Intelligent Indexing company codes and related symbols and the amount the Subscriber is to pay for the use of such codes and symbols, as set out below.

Details of the Parties

Party	Subscriber	Dow Jones
Full Name	Wall Street On Demand	Factiva, Inc.
Contact name	James Tanner	Tom Claire
Title	President & CEO	Director, Consulting Sales
Address (and principal office if different)	5718 Central Ave Boulder, CO 80301	P.O. Box 300 Princeton, NJ 08543-0300
Telephone	(303) 417-9999	609.627.2000
Facsimile	(303) 444-2586	609.627.2840
E-mail	james.tanner@wallst.com	Tom.Claire@Dowjones.com

Fees and Code Products

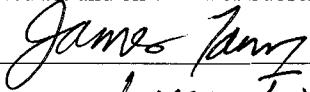
Product	Usage Rights/Description	Annual Fee
Factiva Intelligent Indexing Company Codes and Related Symbols	As set out in this License	waived

Permitted Uses

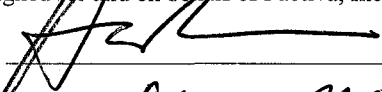
Use	Permitted? (Yes, No)
Create/maintain a transaction between subscriber symbol and an FDS Code for the retrieval of only DJ content	Yes
Create/maintain a transaction between FDS Code and a 3 rd party code for the purpose of retrieval or integration of 3 rd party content	No
Create, Maintain enhance or cleanse a concordance table or any other data for retrieval or integration of 3 rd party content retrieval	No
Create, maintain enhance or cleanse family tree info	No
Application of codes as tags to 3 rd party content, either manually or via automated software	No
To use to as a controlled vocabulary or dictionary to train 3 rd party software	No

We hereby agree to comply with the terms and conditions of this License

Signed for and on behalf of Subscriber:


By (name) : James Tanner
Date: 9/24/09

Signed for and on behalf of Factiva, Inc.:


By (name) : Aaron Resor
Date: 10/1/2009

AGREED TERMS:

1. Definitions

In this License:

“Annual Fee”	means the annual fee, as set out on the front page of this Agreement, payable for access to the Codes and all updates thereof;
“Application”	means internal content integration systems developed by the Subscriber for use within the Subscriber’s organisation and which will not be sold on a commercial basis;
“Codes”	means the FDS Codes and DJ Codes;
“DJ Codes”	means Dow Jones ticker codes;
“Dow Jones”	means Dow Jones & Company Inc;
“Effective Date”	means the last date as set out on the front page of this document or if undated the date of first availability for use of any of the Codes by the Subscriber;
“FDS Codes”	means the Factiva company coding system, including without limitation, Factiva company codes, or Factiva data symbols, Factiva primary company names and, where available, multiple company name synonyms, Factiva company industry classifications and region classifications and comments fields from time to time developed and maintained by Factiva relating to companies or other business entities and which Factiva uses to code the Information;
“Information”	means information, in whatever form, contained in the Services;
“Services”	means the Factiva Integration services that deliver business news and information into subscribers' intranet applications and related extranet applications;
“Subscription Agreement”	means the agreement in place between the Subscriber and Factiva relating to the Subscribers’ use of the Services.

2. License

- 2.1 In consideration of the undertakings and obligations specified in this License, and for so long as the Subscriber is party to and making payments under an existing Subscription Agreement, Factiva grants to the Subscriber a non-exclusive, non-transferable, revocable right for the term of this License to:
- (a) use the FDS Codes to attach to their own information contained within the Application as a means of facilitating the retrieval and storage of that information and the integration of that information with the Information;
 - (b) use the FDS Codes as a means of facilitating the retrieval of the Information from the Services;
 - (c) use the DJ Codes as a means of facilitating the retrieval of the Information from the Services and other information proprietary to Dow Jones contained within the Application.
- 2.2 Any other uses of the Codes outside those expressly granted under this License require the prior written consent of Factiva. For the avoidance of doubt, the FDS Codes and the DJ Codes may only be used on an ad hoc basis by the Subscriber for the retrieval of information of the types set out above. The Subscriber may not, for any other purpose, systematically store the FDS Codes or the DJ Codes or create any tables that include the FDS Codes or the DJ Codes in conjunction with other coding or taxonomy systems or the relevant company names.
- 2.3 The Subscriber may only use the Codes in conjunction with the Application. Other than internal use by the Subscriber, the Codes may not be sold, redistributed or licensed to any third parties or contained within any

commercial product or service of the Subscriber. Subject to clause 2.4, the Codes may not be distributed, in any form, to persons who are not employees of the Subscriber.

- 2.4 The Subscriber may appoint agents or sub-contractors to carry out any of the activities permitted under this License. However, the Subscriber acknowledges that it is responsible for ensuring that such agents or sub-contractors do not use the Codes for any purposes other than that permitted by this License, are aware of, and comply with, the terms and conditions of the License and the Subscriber will at all times remain liable to Factiva for the acts and omissions of such agents and sub-contractors. Except as expressly set out above, the Subscriber may not share with or reveal the Codes to any other third party under any circumstances.
- 2.5 Nothing in this License shall be deemed to supersede or amend any of the Subscribers' obligations with respect to the Services or the Information as set out in the Subscription Agreement. Should there be any conflict between the terms of this License and the Subscription Agreement, the terms of the Subscription Agreement shall prevail.
- 2.6 The Codes supplied under this License belong to Factiva or are the property of third party licensors who allow Factiva to distribute the Codes. Factiva gives no assurance as to the continuity of supply of such third party Codes and Factiva may withdraw the availability of the Codes or cancel all or part of any updates if: (a) the Codes become the subject of a claim that such use infringes the rights of any third person or that Factiva otherwise does not have the right to permit others to use them; (b) the use of the Codes becomes illegal or contrary to any applicable law or regulation; or (c) Factiva for any reason discontinues the licensing of the Codes (or part thereof) as a Factiva product offering generally. If Factiva cancels the delivery of or license to all or part of any Codes under this clause 2.6, Factiva's only obligations to the Subscriber will be to notify the Subscriber reasonably promptly (in the case of subsection (c) above, not less than 180 days in advance) and to refund, pro rata, any Annual Fees paid in advance for the affected Codes. Except as set forth in this clause 2.6 such cancellation shall not give rise to a right of the Subscriber to terminate this License. In the event, pursuant to this clause 2.6, Factiva cancels the delivery of or the license to: (a) all the Codes, the Subscriber may terminate this License; (b) part of the Codes, the Subscriber may terminate this License if the Factiva cancellation substantially frustrates the Subscriber's purpose in subscribing to such Codes.

3. Fees

- 3.1 The Subscriber agrees to pay the Annual Fee quarterly in advance within 30 days of receipt of the corresponding invoice.
- 3.2 In addition to the relevant Annual Fees, the Subscriber shall be responsible for all applicable sales, value-added and other such taxes or duties payable in respect of this License. Any consultancy services provided by Factiva in relation to the Codes and any fees payable therefore will be subject to the terms of a separate consultancy agreement to be entered into between Factiva and the Subscriber.
- 3.3 Factiva may, following not less than 30 days' prior written notice to the Subscriber, increase the Annual Fee. The Subscriber may, within 15 days of receipt of the above notice, terminate this License by written notice to Factiva, such termination to be effective from the date on which the Annual Fee would have increased.
- 3.4 All amounts owed hereunder not paid when due and payable will bear interest from the date such amounts are due and payable at the lesser of the rate of 1.5 percent per month or the maximum amount allowed by law.

4. Variations

- 4.1 The Codes are Factiva's, or its licensors property and are subject to continual change. Factiva may at any time without notice add, remove or modify the Codes or update cross-mappings between the Codes. Subject to clause 2.6, Factiva shall not alter the fundamental nature of the Codes. Where possible, Factiva shall provide to the Subscriber a minimum of 90 days notice of any change to the Codes which would be material to the Subscriber, including changing the format of a field, changing the length of a fixed-length field, increasing the maximum length of a variable-length field, changing the definition of an existing value, or reformatting a structure, other than adding fields at the end of the structure. On receipt of such notice it is the Subscriber's responsibility to update its Application accordingly.
- 4.2 The Codes shall be made available daily by Factiva for collection by the Subscriber on a password-protected FTP site.

5. Warranty and Liability

- 5.1 The Codes have been devised to meet general market requirements and not specifically designed to meet the Subscriber's own particular business, technical or other requirements. Factiva warrants that the Codes replicate those that are present in the Factiva database. Factiva gives no other warranty as to the accuracy or timeliness of the Codes and all other express or implied warranties, conditions and undertakings are excluded to the fullest extent permitted by law.
- 5.2 Factiva shall use its reasonable endeavours to ensure that the FDS Codes and cross-mappings to other related symbols are accurate and up to date. If Factiva becomes aware that the Codes are inaccurate in any material respect, it shall use reasonable efforts to correct the error by modifying the Codes.
- 5.3 Factiva shall not in any circumstances be liable for any loss or damage arising out of the Codes or the Subscribers' use of the Codes or in any way whatsoever under this License, whether direct or indirect (including loss of profit or goodwill) and whether arising through negligence, misrepresentation or otherwise.
- 5.4 Notwithstanding any other provisions of the License, Factiva has no obligation whatsoever to install, maintain, repair or support the Application or any other equipment or software of the Subscriber or any third party. Technical and editorial assistance to implement use of the Codes may be available from Consulting and that shall be provided under a separate agreement with the Subscriber.

6. Term and termination

- 6.1 The term of this License shall be one year commencing from the Effective Date. Thereafter, this License shall automatically extend for further one-year periods. This License may be terminated by either Factiva or the Subscriber on 3 months' prior written notice to expire at the end of the initial term or any anniversary thereof.
- 6.2 Without prejudice to any rights of any party hereto, this License may be terminated immediately:
- (a) by Factiva, in the event of the Subscriber committing any breach of this License which if remediable is not remedied within 7 days of written notice from Factiva requiring such remedy;
 - (b) on written notice being given by Factiva if the Subscriber commits any irremediable breach of this License or repeats any such breach as has previously been the subject of a notice under clause 6.2(a) above;
 - (c) automatically on expiry of the Subscription Agreement;
 - (d) by either party on a party giving written notice if:
 - (i) an order is made or an effective resolution is passed for the liquidation or winding up of another party;
 - (ii) a party enters into any composition with its creditors;
 - (iii) a party has a receiver, manager, administrative receiver or administrator appointed in respect of it or substantially all of its assets; or
 - (iv) a party is affected in any jurisdiction other than England and Wales by any matter of substantially similar effect to any of the matters referred to in paragraphs (i) to (iii) above.
- 6.3 On termination of this License for whatever reason the Subscriber may no longer use the Codes and shall:
- (a) pay any outstanding Annual Fee to Factiva;
 - (b) promptly, at Factiva's option, delete any Codes and all copies thereof from its storage facilities and/or promptly return to Factiva all originals and copies thereof, along with all documentation and other confidential information provided pursuant to this License. At Factiva's request, the Subscriber shall provide to Factiva written confirmation from a director or the Subscriber's internal legal counsel, of compliance with this clause 6.3(b).

7. Confidentiality

- 7.1 The Codes are confidential and the Subscriber agrees to maintain the confidentiality and secrecy of the Codes and the terms of this License and other information from Factiva marked confidential or proprietary ("Confidential Information"). Oral disclosure can be treated as Confidential Information. This duty of confidentiality shall not apply to either party in the event that disclosure of the Confidential Information is required by governmental or regulatory entities or in order to perform any rights or obligations under this License. This obligation of confidentiality shall not apply to information which is publicly known or not of commercial value.
- 7.2 No public announcement, press release or circular (other than required by law or regulation) concerning this License will be made by any party without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

8. Intellectual Property

- 8.1 The FDS Codes, Services and Factiva name and trademarks are the valuable intellectual property of Factiva. The DJ Codes are the valuable intellectual property of Dow Jones. All rights with respect to this intellectual property including without limitation names, format, patents and trade marks, whether now existing or which may hereafter come into existence, which are not expressly licensed to the Subscriber herein are reserved to their respective owners. Any goodwill generated through Subscriber's use of the Factiva name and trademarks shall inure solely to the benefit of Factiva.
- 8.2 The Subscriber shall promptly notify Factiva of any infringement or threatened infringement of any right of Factiva or Dow Jones of which the Subscriber becomes aware and will provide reasonable assistance to Factiva, at Factiva's expense, in connection therewith.

9. Reporting

The Subscriber shall maintain competent procedures governing its use of the Codes. Factiva may, at its expense, have the right upon at least 20 days prior written notice to designate independent auditors to inspect the Subscribers' Application and use of the Codes during normal business hours not more frequently than once per year and solely to ensure compliance with this License. All information gained from such inspection will be kept in strict confidence and will be used solely for the purpose of verifying usage of the Codes in accordance with this License. If any such review reveals a breach of this License, Factiva shall be entitled to terminate this License in accordance with section 6.2.

10. General

- 10.1 The terms and conditions set out in this License represent the entire agreement between the parties relating to the Codes and supersede all prior agreements and representations. No failure or delay by any party in exercising any right, power or remedy under this License shall operate as a waiver of any such right, power and/or remedy. No party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control.
- 10.2 The official language of this License shall be the English language and no translation into any other language will be used in its interpretation.
- 10.3 All notices shall be in writing, and delivered by registered mail, or by facsimile with confirmation to the addresses specified on the signature page of this document, or other address stipulated in writing by one party to the other. Notice shall be deemed received on the date 3 business days after being sent or on the date it is actually received.
- 10.4 This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same License.
- 10.5 No party may assign this License without the prior written consent of the other parties, provided, however that Factiva may transfer any of its rights and obligations to any member of the Factiva Group or the Dow Jones group of companies.
- 10.6 Except for the obligation of the Subscriber under section 3.1, neither party shall be liable for any loss nor failure to perform any obligation under this Agreement due to causes beyond its reasonable control. Should

such circumstances continue for more than 90 days, either party may terminate this Agreement.

10.7 This License shall be governed by, construed and take effect in accordance with the laws of the State of New York, applicable to contracts made and performed wholly in New York.



October 1, 2009

James Tanner
Wall Street On Demand
5718 Central Avenue
Boulder, CO 80301

Re: Factiva Intelligent Indexing Company Code License

Dear Mr. Tanner:

Dow Jones Client Solutions is pleased to have secured this License and your confidence that we will deliver on time, within budget, and of superior quality. Our success is based on our ability to secure repeat engagements from our customers – this can only happen with exceptional performance.

I have signed the enclosed agreed License. Please keep this copy for your files.

Please feel free to contact me at any time during this engagement. I expect that my team will exceed your expectations. I trust you will make me personally aware if our work does not satisfy your requirements. My contact details are noted below.

We look forward to working with you.

Best regards,

A handwritten signature in black ink that reads "Arthur Rassias drk". The signature is written in a cursive, flowing style.

Arthur Rassias
VP & Managing Director, Client Solutions
Dow Jones & Co., Inc.
P.O. Box 300
Princeton, N.J. 08543-0300
609.627.2227

Enclosures

Cc:
/drk