

CONTENT LICENSE AGREEMENT

Acquire Media Content License Agreement ("AMCLA"), made as of August 11, 2006, by and between Acquire Media Corporation ("Acquire Media"), a New Jersey corporation with its principal office at 3 Becker Farm Road, Suite 204, Roseland, New Jersey 07068, and Wall Street on Demand, Inc. ("Licensee"), a Delaware corporation, with an office at 5718 Central Avenue, Boulder, CO 80301.

1. Definitions.

(a) "Licensed Content" means any data, materials, reports, images or other information, in any form, which Acquire Media licenses and provides to Licensee, as listed in Schedule A as "Licensed Content," including but not limited to headlines, stories, press releases, articles, publications, translations, text, clips, graphics, photographs, images, videos, audio files, charts, tables, securities prices, formatting elements, artwork, logos, metadata and all other materials contained therein, whether or not protected by copyright.

(b) "Media Providers" means Acquire Media and any third-party from which Acquire Media has acquired the right to distribute and to grant Licensee the right to use the Licensed Content or, with respect to Other Delivered Content (as defined in subsection 1(e) below), the third-party from which Licensee has acquired the right to receive and to use such Other Delivered Content pursuant to agreements entered into between Licensee and such third party.

(c) "Services" means only those information services provided by Licensee that are listed on Schedule A.

(d) "End-User" means those individuals or entities which have access to the Content by means of the Services.

(e) "Other Delivered Content" means data, materials, reports, images or other information, in any form, which Acquire Media does not license to Licensee but which Acquire Media delivers to Licensee, as listed in Schedule A as "Other Delivered Content," and the right to receive and to use such data, materials, reports, images or other information, in any form, derives from a separate agreement between Licensee and a Media Provider.

(f) "Content" means both Licensed Content and Other Delivered Content.

(g) "Third-Party Licensees" means those entities, approved in advance by Acquire Media, with whom Licensee has entered into written agreements to provide Content for delivery by such Third-Party Licensees directly to End-Users.

2. Grant of Rights – Licensed Content.

(a) Subject to all of the terms and conditions of this AMCLA, Acquire Media grants to Licensee a nonexclusive, non-transferable (except to the extent expressly set forth in Section 11(a) of this AMCLA) license to display and otherwise to make available to its End-Users the Licensed Content, to the extent expressly set forth in Schedule A; *provided, however*, that Licensee and its End-Users may use any metadata provided by Acquire Media solely for purposes of accessing and viewing the Licensed Content and for no other purpose.

(i) to display, to distribute and otherwise to make available to End-Users the Content by way of the Services (including by and through authorized Third-Party Licensees), to the extent expressly set forth in Schedule A, and

(ii) to license End-Users to use or to display the Content pursuant to End-Users agreements, containing the provisions set forth in Exhibit A and subject to the requirements of any Media Provider specific special riders set forth in Schedule A.

(b) Licensee may not in any way make the Content available, through any medium,

(i) to any person or entity which redistributes or causes the redistribution of the Content without prior written permission of Acquire Media,

(ii) for use in print, television or radio news media (including web sites affiliated with or supporting entities engaged in such news distribution) without prior written permission of Acquire Media,

(iii) to any person or entity which links the Content to a web site, or otherwise distributes or makes available material, which is pornographic, obscene, defamatory, harassing, grossly offensive, malicious in nature, or which infringes, or potentially infringes, any intellectual or other property rights (including copyright, patent, trademark and trade secret rights) of any person, or

(iv) to any person or entity which uses or permit the use of the Content in any way that compromises the integrity thereof or which infringes any copyrights or proprietary interests of any Media Provider.

(c) All Content displayed by Licensee, any Third-Party Licensees or any End-Users shall include any copyrights or other proprietary legends and protections relating to the Content, and any datelines provided by the Media Providers. Licensee shall cause the Services to display either (i) "Content provided by Acquire Media" or such other attribution phrase as Acquire Media may approve, or (ii) if referring to the Media Provider of the Content, as being delivered by Acquire Media.

(d) All Content stored by Licensee shall be subject to the retention and deletion rules set forth in Schedule A, if any.

(e) All title and copyrights in and to the Content (including but not limited to any images, photographs, animations, video, audio, music, text, and metadata), and any copies of the Content, are owned by the Media Providers. The Content is protected by copyright laws and international treaty provisions. No rights of any kind, other than those expressly granted by this AMCLA, are transferred to Licensee pursuant to this AMCLA.

(f) Licensee shall obtain from each of its End-Users and its Third-Party Licensees, and shall require its Third-Party Licensees to obtain from each of their End-Users, agreement to the terms set forth in Exhibit A. Licensee may use its own contracts or other appropriate forms to obtain such agreements.

3. **Delivery of the Content.** Acquire Media will deliver, or make available, the Content to Licensee in accordance with the Technical Specifications attached hereto if any, and otherwise in Acquire Media's standard format which is in compliance with the XMLNews standard as documented at www.xmlnews.org. Acquire Media reserves the right to change its standard format on 60-days' notice to Licensee as long as compliance with XMLNews is retained. Subject to the performance of Media Providers, Acquire Media will use commercially reasonable efforts, consistent with industry standards, to maintain the timeliness of its delivery of the Content to Licensee.

4. **Use and Display of Content.**

(a) Licensee shall not edit or modify Content in any way except to the extent necessary to conform to the look and feel of the Services (but only if such modifications do not materially alter the Content) or permit its End-Users or Third-Party Licensees or its Third-Party Licensees' respective End-Users to edit or to modify the Content. Licensee may elect not to include in the Services all of the Content

provided by Acquire Media except to the extent that Licensee is notified by Acquire Media that such Content must be included in the Services in order for Acquire Media to comply with the requirements of its Media Providers.

(b) During the term of this AMCLA, Licensee shall provide Acquire Media, at no charge, reasonable access to the Services for purposes of reviewing compliance by Licensee with the requirements of this AMCLA. Acquire Media may make such access available to its Media Providers, at no charge to either Acquire Media or its Media Providers.

(c) Acquire Media handles corrections to and retractions of Content by publishing the correction or a retraction message as a republishing of the original. With respect to Third-Party Licensees for whom Licensee hosts the web site or platform through which the Content is viewed by or displayed to End-Users, Licensee shall implement a procedure for overwriting original content with republished content. With respect to all other Third-Party Licensee, Acquire Media will deliver the Content directly to such Third-Party Licensee and will arrange directly with such Third-Party Licensee for the handling of corrections and retractions.

(d) In the event that a Media Provider notifies Acquire Media that, in the opinion of the Media Provider, the Content is being displayed in any manner or in conjunction with any other material that, in the Media Provider's sole discretion, tarnishes, disparages or is otherwise objectionable to the Media Provider or harms the image of the Media Provider and its services, Licensee, immediately after receipt of notification in writing from Acquire Media (including notice by email), shall, as directed by the Media Provider, cause such objectionable manner of display to cease or cause such objectionable material to be removed from any locations on which it appears.

(e) In the event that Acquire Media receives notice from any Media Provider that it has elected to exclude any Content from the Content being delivered pursuant to this AMCLA, based on any notice from any party (whether a natural person, corporation, government agency or other business or legal entity) to such Media Provider asserting any challenge to its rights with respect to the use of any Content, or a good faith concern that any particular use of such Content may create legal liability for it, Acquire Media, and/or Licensee, then Acquire Media shall have the right, without incurring any liability to Licensee, at any time, to exclude such Content from the rights granted hereunder. Licensee agrees that it shall, immediately following notice of such Media Provider's notice, remove the designated Content referenced in its notice from any distribution or display.

(f) In the event that a Media Provider instructs Acquire Media to suspend providing the Media Provider's Content, or a portion thereof, to Licensee, Acquire Media may, without liability to Licensee, suspend the providing such Content, after providing prior written notice to Licensee (including notice by email) as far in advance of such suspension as permitted by such Media Provider, and in the absence of any specific limitation not less than 24-hours' advance notice, until otherwise instructed by the Media Provider.

(g) In the event that Acquire Media determines in good faith that breach by Licensee, its Third-Party Licensees or End-Users of any provision of this AMCLA is causing Acquire Media to be in breach of its obligations to a Media Provider, in addition to any other remedies Acquire Media may have, pursuant to this AMCLA or otherwise, Acquire Media may on one-week's notice (including notice by email) suspend delivery of the Content from such Media Provider to Licensee until the breach is cured.

(h) Acquire Media's suspension of delivery of Content pursuant to Sections 4(f) and 4(g) shall not constitute a breach of its obligations pursuant to this AMCLA.

5. Acquire Media Charges.

(a) Licensee shall pay to Acquire Media all of the fees and charges in accordance with the pricing schedule and provisions set forth in Schedule A, plus all applicable federal, state and local taxes. Acquire Media shall not be required to render an invoice with respect to any such fees due.

(b) Licensee shall within 15 days of the end of each calendar month render an accounting (by Service and Third-Party Licensee, and End-User if fees are measured by End-User) during such calendar month and pay any additional fees, royalties and charges, if any, due in accordance with the pricing schedule and provisions set forth in Schedule A, plus all applicable federal, state and local taxes. Acquire Media shall not be required to render an invoice with respect to any such fees due.

(c) Licensee shall pay a service charge of one and one half percent with respect to all payments that are not made in full within 45 days of the date due. In addition to all other remedies, Acquire Media reserves the right to suspend the delivery of the Content to Licensee if Licensee's account is 60 or more days past due, after notice by facsimile, email, and/or overnight delivery of Acquire Media's intention to suspend service in five business days if full payment is not received by Acquire Media with respect to all payments which are then 45 or more days past due.

(d) The fees and charges charged during any renewal period will be based on the price schedule in effect at the time of the renewal.

(e) Licensee shall be solely responsible for all costs and expenses associated with Licensee's local servers, all cost and expenses related to Licensee's communications lines and equipment used to receive and to distribute the Content, and to the extent specified in Schedule A, other communications charges borne by Acquire Media in delivering Content to Licensee.

(f) Licensee shall maintain accurate and complete records relating to the storage and distribution of the Content and the number of authorized servers.

(g) Acquire Media may, upon 60-days' prior notice, review the books and records of Licensee relating to the license granted to Licensee or with respect to the Services or the number of Third-Party Licensees and, if fees for End-Users are due Acquire Media, End-Users, at the place where such books and records are maintained, during normal business hours in a manner which would not unreasonably interfere with normal business activities. A true copy of any report of the result of any such review shall be delivered to Licensee promptly upon completion. In no event shall any review be made for any period beginning more than three years prior to the date of the review, nor may reviews be conducted more frequently than annually. Any such review shall be at the sole cost and expense of Acquire Media unless errors in Acquire Media's favor shall be established as a result thereof amounting to at least ten percent of the amount payable to Acquire Media for the period examined, in which case Licensee shall reimburse Acquire Media for the reasonable cost thereof, in addition to the payment of the amount of any underpayment together with simple interest, at the then current Citicorp Prime Rate, computed from the date on which the payment was due. Such payment shall be made within 30 days of notice to Licensee of the results of any such review.

6. Term And Termination.

(a) The term of this AMCLA shall commence as of the date specified in Schedule A and continue for the period specified in Schedule A. Either party must deliver written notice of cancellation at least 30 days before the end of the then-current term or else the term of this AMCLA will be extended for the renewal term specified in Schedule A.

(b) Either party may terminate this AMCLA in the event that the other party materially breaches this AMCLA, and fails to cure or to correct such breach within 20 days after it receives written notice of the breach. Licensee's failure to make payment after receipt of a notice of suspension (as described in Section 5(c)) constitutes material breach.

(c) Either party shall have the right to terminate this AMCLA upon the other party (i) becoming or being declared insolvent or bankrupt, (ii) becoming the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, or (iii) making an assignment for the benefit of all or substantially all of its creditors.

(d) Upon termination of this AMCLA, Licensee will destroy, and where possible cause its Third-Party Licensees and End-Users to destroy, all copies of the Content then in its possession and, within ten business days, certify in writing to Acquire Media that such destruction has been completed; *provided, however*, that Licensee shall have the right to retain any of the Content permitted to be retained by the originating Media Provider upon presentation of documentation of such rights to Acquire Media, which Acquire Media in its sole reasonable judgment deems to be sufficient.

(e) In addition to its other remedies, pursuant to the provisions of this AMCLA or otherwise, upon seven-days' notice, Acquire Media in its sole discretion may suspend delivery of Content to Licensee if Licensee shall be in material breach of any of its obligations pursuant to this AMCLA and may continue such suspension until such breach is cured and Licensee has demonstrated to Acquire Media that it has taken action to ensure that such breach shall not re-occur.

(f) In the event that any Third-Party Licensee terminates its use of Acquire Media products or services, Licensee shall not be responsible for any fees, directly or indirectly accrued as a result of such termination except for fees which would otherwise have been due with respect to such Third-Party Licensee for the period ending 30 days after the month in which notice of such termination was given to Acquire Media.

7. Warranties.

(a) Acquire Media hereby represents and warrants that it has full title to, or authority to use and/or distribute, the Licensed Content and that Acquire Media's use and distribution of the Licensed Content does not infringe on the intellectual property rights of any other party or entity.

(b) Licensee hereby represents and warrants that it has, and will have for the term of this AMCLA, full authority to use the Other Delivered Content being delivered pursuant to this AMCLA, in accordance with separate agreements between Licensee and the relevant Media Provider.

(c) ACQUIRE MEDIA AND ITS MEDIA PROVIDERS EXPRESSLY DISCLAIM ANY OTHER WARRANTIES FOR THE LICENSED CONTENT AND ITS DELIVERY. THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO THE ACCURACY OF THE LICENSED CONTENT OR THE AVAILABILITY OF THE DELIVERY SERVICE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. EXCEPT TO THE EXTENT OF THE EXPRESS WARRANTIES CONTAINED IN SUBSECTION (a) OF THIS SECTION 7, THE ENTIRE RISK ARISING OUT OF USE OF THE LICENSED CONTENT OR THE PERFORMANCE OF THE DELIVERY SERVICE REMAINS WITH LICENSEE.

(d) UNDER NO CIRCUMSTANCES SHALL ACQUIRE MEDIA OR ITS SUPPLIERS OR MEDIA PROVIDERS (EXCEPT TO THE EXTENT ANY SUCH MEDIA PROVIDER MAY HAVE AGREED OTHERWISE PURSUANT TO A SEPARATE AGREEMENT WITH LICENSEE) BE LIABLE FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE LICENSED CONTENT, OR THE PERFORMANCE OR FAILURE TO PERFORM OF THE DELIVERY SERVICE, INCLUDING, BUT NOT LIMITED TO, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS OR DELAYS IN OPERATION, TRANSMISSION OR RECEIPT OF DATA, LOSS OF DATA, COMMUNICATIONS FAILURES, BUSINESS INTERRUPTION, OR LOST PROFITS, IN CONTRACT, TORT OR OTHERWISE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INFORMATION CONTAINED IN THE LICENSED CONTENT IS OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE. HOWEVER, ACQUIRE MEDIA AND THE MEDIA PROVIDERS DO NOT GUARANTEE THE ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED IN THE LICENSED CONTENT WHICH IS SUPPLIED ON AN "AS IS" BASIS.

(e) UNLESS SPECIFICALLY RESTRICTED BY THE EXPRESS PROVISION OF THIS AMCLA, ACQUIRE MEDIA AND THE MEDIA PROVIDERS RESERVE THE RIGHT TO ADD OR WITHDRAW SOURCES AND ITEMS OF COVERAGE FROM THE LICENSED CONTENT WITHOUT PRIOR NOTICE TO LICENSEE.

(f) EXCEPT WITH RESPECT TO ITS OBLIGATIONS OF INDEMNIFICATION SET FORTH IN SECTION 8 OF THIS AMCLA, IN NO EVENT SHALL ACQUIRE MEDIA BE LIABLE FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSES, IN EXCESS OF THE AGGREGATE AMOUNT ACQUIRE MEDIA SHALL HAVE RECEIVED FROM LICENSEE PURSUANT TO THIS AMCLA FOR THE CURRENT TERM HEREOF.

(g) BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE.

8. Indemnity.

(a) Licensee shall indemnify and hold Acquire Media and each Media Provider, and their respective officers, directors, employees and agents, harmless from and against any and all claims, damages, losses, liabilities or expenses, including reasonable attorney's fees and expenses, resulting from or arising out of Licensee's unauthorized use or unauthorized distribution of the Content, including but not limited to alteration or modification of the Content.

(b) Acquire Media shall indemnify and hold Licensee harmless from and against all claims and damages, including reasonable attorney's fees and expenses, incurred by Licensee to the extent such claims, damages, losses, liabilities or expenses, including reasonable attorney's fees and expenses, arising out of a valid claim that the delivery of the Content or the Licensed Content (but only to the extent that the Media Provider with respect to such Licensed Content agrees to indemnify Acquire Media with respect to such indemnification of Licensee) infringes the copyrights, or other proprietary rights of a third party pursuant to applicable law and provided that Licensee has used the Content in accordance with the instructions and restrictions of Acquire Media and the Media Providers. Acquire Media agrees to use reasonable efforts to obtain from each of the Media Providers which has agreed to so indemnify Acquire Media with respect to the Licensed Content an express agreement to extend such indemnification to Licensee. With respect to any Media Provider that has expressly extended such indemnification to Licensee, Licensee agrees to look to such Media Provider, and not Acquire Media, for indemnification regarding such claims of infringement.

(c) Such obligations are subject to the following conditions (i) indemnified party shall promptly notify the indemnifying party in writing of any claim or litigation that is subject to such indemnification obligation; (ii) indemnified party shall grant to indemnifying party sole control of the settlement, compromise, negotiation and defense of any such claim; and (iii) indemnified party gives indemnifying party all information, assistance and authority, at indemnified party's expense, to enable indemnifying party to so defend or otherwise settle or dispose of such claim or suit on behalf of indemnified party. The party requesting indemnification shall have the right, at its own expense, to participate in the defense of any such claim or litigation through counsel of its own choosing, and shall in any event cooperate reasonably with the indemnifying party in the defense of such claim or litigation.

9. Confidentiality.

(a) During the term of this AMCLA and thereafter, each party (the "Receiving Party") will use and reproduce the other party's (the "Disclosing Party") Confidential Information only as necessary for the performance of the Receiving Party's obligations pursuant to this AMCLA and will restrict disclosure of the Disclosing Party's Confidential Information to the Receiving Party's employees, consultants, independent contractors, or professional advisors with a need to know and will not disclose the Disclosing Party's Confidential Information to any third party without the prior written approval of the Disclosing Party. Notwithstanding the foregoing, it will not be a breach of this AMCLA for the

Receiving Party to disclose Confidential Information of the Disclosing Party if required to do so by law, regulation or applicable securities exchange or in a judicial or other governmental investigation or proceeding, provided the Receiving Party uses reasonable commercial efforts to give prior notice to the Disclosing Party and the Disclosing Party has had the reasonable opportunity to seek safeguards against widespread dissemination prior to such disclosure.

(b) As used in this AMCLA, the term "Confidential Information" refers to: (i) the terms and conditions of this AMCLA; (ii) the Disclosing Party's trade secrets, financial information, business plans, strategies, methods and/or practices; and (iii) any other information relating to the Disclosing Party or its business that is confidential or proprietary, including but not limited to information about the Disclosing Party's proprietary and intellectual property, personnel, products, customers, marketing strategies, services or future business plans.

(c) Notwithstanding the foregoing Section 9(b), Confidential Information specifically excludes (i) information that is or becomes generally available to the public through no action or fault of the Receiving Party; (ii) information that is known to the Receiving Party without restriction, prior to receipt from the Disclosing Party pursuant to this AMCLA, from its own independent sources as evidenced by the Receiving Party's written records, and which was not acquired, directly or indirectly, from the Disclosing Party; (iii) information that the Receiving Party receives from any third party reasonably known by such Receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by the Receiving Party's employees or agents provided that the Receiving Party can show that those employees or agents developed such information without the use of the Confidential Information received hereunder.

10. **Relationship of Parties.** Acquire Media and Licensee are independent contractors pursuant this AMCLA, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

11. **Miscellaneous.**

(a) **Assignment.** Licensee may assign this AMCLA to any subsidiary or affiliate or entity owned or controlled by Licensee without regard to the jurisdiction of incorporation of such subsidiary, affiliate or entity, or as part of the sale of that part of its business or any substantial portion of its data processing facilities, or pursuant to any merger, consolidation or other reorganization, without Acquire Media's consent, upon notice to Acquire Media. Acquire Media shall not assign this AMCLA without Licensee's prior written consent, which shall not be unreasonably withheld, except to an affiliate or to an entity acquiring all or substantially all of the business or assets of Acquire Media, provided that such assignee has the full ability to perform Acquire Media's obligations pursuant to this AMCLA. An assignee of either party, if authorized hereunder, shall be deemed to have all of the rights and obligations of the assigning party set forth in this AMCLA. It is understood that no assignment shall release the assigning party from any of its obligations hereunder.

(b) **Notice.** Except to the extent that an express provision of this AMCLA provides otherwise, all notices which either party is required or permitted to give by any provision of this AMCLA shall be in writing and shall be delivered by hand, mailed by certified mail, return receipt requested or registered mail, return receipt requested, or sent by a reputable overnight air express company, addressed to the other party at the address first set forth above or to such other address as the party shall specify by ten-days' prior notice given in accordance with this subsection. All such notices shall be deemed given on the date of receipt.

(c) **Force Majeure.** Acquire Media shall not be liable for any delays in its performance pursuant to this AMCLA due to causes beyond its reasonable control or anticipation, including, without limitation, fire, war, earthquake, floods, strikes, lock-outs, other labor controversies, riots, civil

commotion, acts or restrictions of any government or governmental agency, orders of court or shortages, delays or interruptions in the availability of facilities or materials as specified in Schedule A.

(d) **Headings.** The captions of the various sections of this AMCLA have been inserted only for the purpose of convenience; such captions are not a part of this AMCLA and shall not be deemed, in any manner, to modify, explain, enlarge or restrict any of the provisions of this AMCLA.

(e) **Governing Law.** This AMCLA shall be governed by and construed pursuant to the laws of the State of New Jersey without giving effect to the choice of law principles thereof.

(f) **Consent to Jurisdiction, Venue and Service.** Each party consents and agrees that all legal proceedings relating to the subject matter of this AMCLA shall be maintained in courts sitting within the State of New York, and each party consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts; *provided, however*, that if the such courts, on their own motion, decline to accept jurisdiction of such proceedings, any proceeding brought by Acquire Media against Licensee for non-payment, indemnification or for injunctive relief specifically authorized by the terms of this AMCLA shall then be maintained in courts sitting within the State of New Jersey and any other proceeding not so based may be brought in any jurisdiction that would be appropriate in the absence of the consent to jurisdiction and venue set forth in this Section 11(f).

(g) **Severability.** If any provision of this AMCLA or any Schedule, Exhibit or Rider attached hereto is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this AMCLA and the Schedules, Exhibits and Riders will not be impaired thereby.

(h) **No Waiver.** The failure by any party to exercise any right or remedy provided for herein will not be deemed a waiver of any right or remedy hereunder.

(i) **Survival.** In the event of the termination or upon expiration of this AMCLA, Sections 2(b), 2(c), 2(d), 2(e), 4(h), 5, 7(b), 7(c), 7(d), 7(f), 8(a), 9, 10 and 11 hereof will survive and continue in full force and effect.

(j) **Complete Agreement.** The terms and conditions of the Schedules, Exhibits and Riders, if any, attached hereto, are incorporated into this AMCLA by this reference and shall constitute part of this AMCLA as if fully set forth herein. In the event of a conflict between the terms of this AMCLA and any Schedule, Exhibit or Rider the terms of the Schedule, Exhibit or Rider shall control. This AMCLA, including the Schedules, Exhibits and Riders, if any, attached hereto, sets forth the entire understanding of the parties as to the Content described in Schedule A and its delivery and may not be modified except in a writing executed by both parties.

IN WITNESS WHEREOF the parties have executed this AMCLA as of the date first set forth above.

ACQUIRE MEDIA CORPORATION

By: _____

Name: Lawrence C. Refsley

Title: President

LICENSEE

By: _____

Name: James Tanne

Title: President + CEO

CONTENT LICENSE AGREEMENT Schedule A

1. General

Customer Name	Wall Street on Demand, Inc.
Date of Acquire Media Content License Agreement	August 11, 2006
Date of Service Commencement	September 1, 2006
Term	Initial Term ends September 30, 2008
Renewal Term	Automatically renews for additional two-year terms unless terminated in accordance with the provisions of Section 6(a) of the Agreement.

2. Fees

	Monthly Charge	Annual Charge	One Time Charge
One Time Items			
Set Up Fees (first server receiving Content)			waived
Recurring Items – Software License and Support Fees			
Master Software License and Support Fee (first server receiving Content)		waived	
Recurring Items – Content Processing Fee			
Content Processing and Delivery Fee	\$250 for first AMPS account; \$250 for each additional AMPS account after the first		

2. Fees (Cont.)

Recurring Items	Monthly Charge / per site
License Costs related to Specified Content	
US Public Companies Press Release Package	\$ 600
North American Companies Press Release Package	\$ 750
Global Public Companies Press Release Package	\$ 900
Market News Package	\$ 1,000
Individual Investor Package	\$ 2,250
Active Investor Package	\$ 3,000
Institutional Investor Package	\$ 5,000
Optional Licensed Content	
10K Wizard – 10K, 10Q, 8K	\$ 750
Briefing.com Stock Introductory	\$ 1,000
Briefing.com Bond Introductory	\$ 1,000
Briefing.com Live	\$ 5,000
MidnightTrader (selected content)	\$ 1,500
Other Delivered Content	
Dow Jones Business News	No additional charge

3. Package Definition, Retention and Deletion Rules

Package Definition	Retention and Deletion
US Public Companies Press Release Package Business Wire, PR Newswire, Market Wire, Primezone, U.S. Newswire	90 days
North American Companies Press Release Package Business Wire, PR Newswire, Market Wire, Primezone, U.S. Newswire, Canada Newswire, CCNMatthews	90 days
Global Public Companies Press Release Package Business Wire, Canada Newswire, CCNMatthews, CompanyNewsGroup, Hugin, Japan Corporate News, M2 PressWire, Market Wire, PR Newswire, Primezone, U.S. Newswire	90 days
Market News Package Business Wire, Canada Newswire, CCNMatthews, CompanyNewsGroup, Hugin, Japan Corporate News, MCT Business News Top Stories, M2 PressWire, Market Wire, PR Newswire, Primezone, U.S. Newswire	90 days
Individual Investor News Package Business Wire, Canada Newswire, CCNMatthews, CompanyNewsGroup, Theflyonethewall.com Market News, Hugin, Investrend (FinancialWire), Japan Corporate News, MCT Business News, M2 PressWire, MarketWire, PR Newswire, Primezone, US NewsWire	90 days
Active Investor News Package 10K Wizard (10K, 10Q, 8K forms), Business Wire, Canada Newswire, CCNMatthews, CompanyNewsGroup, Hugin, Investrend (FinancialWire), Jag Notes, Japan Corporate News, MCT Business News, M2 PressWire, MarketWire, PR Newswire, Primezone, US NewsWire	90 days
Institutional Investor News Package 10K Wizard (10K, 10Q, 8K forms), Business Wire, Canada Newswire, CCNMatthews, CompanyNewsGroup, Hugin, Investrend (FinancialWire), Jag Notes, Japan Corporate News, KRT Business News, M2 PressWire, MarketWire, PR Newswire, Primezone TheFlyOnTheWall – Commentary, US NewsWire	90 days
10K Wizard – 10K, 10Q, 8K	90 days
Briefing.com Stock Introductory	90 days
Briefing.com Bond Introductory	90 days
Briefing.com Live	90 days
MidnightTrader (selected content)	90 days

4. Licensee's Services

Content is being provided for use in connection with portions of web sites supplied with other content by Licensee to which access is restricted by use of a unique username and password.

5. Definition of Payment Terms

Monthly charges are due monthly in advance.

So long as CyberTrader, Inc. is paying Acquire Media to deliver Content to Licensee for use in connection with entities controlling, controlled by or under common control with CyberTrader, Inc., Acquire Media will waive the Content Processing and Delivery Fee for the first two AMPS accounts for Licensee.

Licensee reasonably believes that the following Third-Party Licensees will be converted from their existing content packages to the content packages listed within the next nine months:

TD Waterhouse	North American Press Release Package (including 2 sites for an additional \$250/month)
Schwab Institutional	North American Press Release Package
Schwab & Co.	North American Press Release Package
ScotiaBank	North American Press Release Package
Stifel Nicolaus	Market News Package
Barclays Bank	Individual Investor News Package

Licensee agrees to use commercially reasonable efforts to convert each of these Third-Party Licensees to the content packages listed above within such twelve-month period and Acquire Media agrees to cooperate with all reasonable requests to customize the content packages to accommodate the requests of each such Third-Party Licensee. If, however, a particular Third-Party Licensee declines to convert, despite the reasonable efforts of Licensee, such Licensee will be deleted from the commitment set forth in this Section 5 and any delays in such conversion necessary to accommodate any such Third-Party Licensee will be excused, provided that Licensee has used reasonable effort to convert such Third-Party Licensee within such twelve-month period.

6. Service Level Agreement

- a. Acquire Media will maintain the hardware and network/communications interfaces necessary for the Content to be available to be delivered to Licensee from a server maintained by Acquire Media no less than 99.9% of the time during any month ("**Standard Uptime**"). Acquire Media shall queue each story, headline or other applicable portion of the Content that it is available to Licensee for delivery within one second of the receipt of such story, headline or other applicable portion of the Content from the Media Provider. Acquire Media guarantees that 99.9% of the stories, headlines or other applicable portions of the Content will be available for delivery, as determined on a monthly basis (collectively, the preceding two sentences are referred to as the "**Delivery Standard**"). Scheduled Maintenance occurring not more than four times per year, performed between the hours of 7 p.m. and 7 a.m. Eastern Time, lasting not more than three hours, is exempted from the Standard Uptime and the Delivery Standard determinations, provided that Licensee is given at least five (5) business days prior written notice of such Scheduled Maintenance.
- b. If Acquire Media fails to meet the Standard Uptime or Deliver Standard set forth in subsection (a), in any calendar month, 10 percent of the Content Processing and Delivery Fee for that month will be refunded.

7. Additional Provisions

Each Third-Party Licensee proposed to receive the Service must be approved in advance by Acquire Media and its content suppliers. Acquire Media will have 10 business days to determine whether to grant such approval. If, after the 10 business days period, a content supplier has not responded with approval, the request shall be deemed a disapproval until further notice. WSOD must have the capability of blocking certain sources at the third-party licensee level.

Acquire Media will provide first line support only to Licensee and is not required to provided support directly to any client of Licensee or to any End-User.

8. Address for Invoices and Notices

Licensee Corporate Name	Wall Street on Demand, Inc.
Attention (Individual Name)	Sofia Rosato
Email	sofia.rosato@wallst.com
Fax phone number	303-440-2982
Voice phone number	303-417-9999
Mailing Address	5718 Central Avenue Boulder, CO 80301

CONTENT LICENSE AGREEMENT Exhibit A – Terms of Use

Customer Name	Wall Street on Demand, Inc.
Date of Acquire Media Content License Agreement	August 11, 2006
Date of Service Commencement	September 1, 2006
Contract Term	Initial Term ends September 30, 2008
Renewal Term	Automatically renews for additional two-year terms unless terminated in accordance with the provisions of Section 6(a) of the Agreement.

Terms of Use

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5. **Indemnification.** End-User shall indemnify and hold harmless Acquire Media and its media 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 Acquire Media End-User Agreement are for the benefit of Acquire Media and its media providers, each of which shall have the right to enforce its rights hereunder directly and on its own behalf.

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