

TELEKURS (USA) INC. LICENSE AGREEMENT

CUSTOMER DATA SHEET

A. Parties:

Client:

Company Name: Wall Street On Demand

Address: 5718 Central Avenue

Address:

Address: Boulder, CO 80301

Client Billing Address:

Company Name: Wall Street On Demand

Address: 5718 Central Avenue

Address:

Address: Boulder, CO 80301

Attention: Meredith Rutherford

TKUSA:

Telekurs (USA) Inc.

River Bend Center

One Omega Drive, Building 3

Stamford, CT 06907

B. Notice Addresses:

Company Name: Wall Street On Demand

Address: 5718 Central Avenue

Address:

Address: Boulder, CO 80301

Attention: Meredith Rutherford

Telekurs (USA) Inc.

River Bend Center

One Omega Drive, Building 3

Stamford, CT 06907

Attention: President

C. Agreement Effective Date: September 1, 2008

D. Agreement Commencement Date: September 1, 2008

E. Initial Term: 2 Years

#

By executing this document, Client agrees to subscribe to, and TKUSA agrees to provide, the products and services described in pages 1 through 4 of the attached Telekurs (USA) Inc. Terms and Conditions of Services, together with Exhibits A through G attached hereto.

Accepted and agreed by:

Client

By:

Print Name:

Title:

Date Signed:

Telekurs (USA) Inc.

By:

Print Name:

Title:

Date Signed:

By:

Print Name:

Title:

Date Signed:

Telekurs (USA) Inc. Terms and Conditions of Services

Telekurs (USA) Inc. ("TKUSA") agrees to license and distribute the products, services and data (collectively, the "Products") described in this agreement, in the customer data sheet, and in any schedules and exhibits referred to in this agreement (collectively, this "Agreement"), only upon the terms and conditions contained in this Agreement. TKUSA does not agree to and rejects any different or additional terms that might be contained in any purchase order or other documents and deems each of them a material alteration to this Agreement. This Agreement and TKUSA's distribution of Products are expressly conditioned on acceptance of all of TKUSA's terms.

Section 1. License

1.1 Right to Use Products. On the terms and conditions of this Agreement, TKUSA will deliver to Client through electronic means certain Products that may include securities prices and other data obtained by TKUSA from exchanges and other sources (as defined below) and further enumerated in **Exhibit A**. The terms of TKUSA's license to Client of electronic means for Client's accessing the Products are as set forth on **Exhibit B**. TKUSA grants to Client for the term of this Agreement a limited, non-exclusive, non-transferable right and license to use the Products internally within its own organization.

(a) Availability of individual data elements may vary between financial instruments and/or Data Sources (defined in Section 2.2 below). TKUSA does not warrant that all data elements are available or provided for each financial instrument included in the Products.

(b) Nothing herein shall be construed to prohibit Client from obtaining or disseminating data from sources other than those described in this Agreement.

1.2 Distribution to Third Parties. Client is prohibited from distributing any portion of the Products to any third party, except as expressly authorized in **Exhibit C**.

1.3 Use Limitations. Client shall not, except as expressly permitted in this Agreement, copy, sell, distribute, transfer, assign, publish, disseminate, store as part of any database or file, nor convey, allow access by a third party to the Products or any derivation, revision or recombination thereof, nor shall Client use the Products to produce end-of-day, end-of-week, end-of-month or other files or databases of non-contemporaneous data.

Section 2. Data Delivery; Communications

2.1 Representations and Warranties of TKUSA. TKUSA represents and warrants that:

(a) It is the owner of and/or has the right under US law to license the Products to Client for the purposes described in **Exhibit A**.

(b) The Products may include (but do not include in all cases) software and/or data that are proprietary or copyrighted and a proprietary, copyrighted software platform, developed and marketed by Telekurs Financial Information Ltd.

(c) TKUSA is a wholly owned subsidiary of Telekurs Financial Information Ltd. and has the full right to license the Products under this Agreement.

2.2 Product Use Limitations. It is understood that TKUSA collects data from a variety of sources, including but not limited to, any securities and commodities exchanges; associations of securities and/or commodities dealers; providers of news services; providers of commentary services; providers of proprietary databases; and federal, state and local governmental agencies (collectively, "Data Sources"). Client is expressly prohibited from accessing, processing, distributing or otherwise using all other classes of information that

may be available on or via the Products, including but not limited to historical information, news, or corporate action events, but that are not expressly described on **Exhibit A**.

2.3 Data Sources. Individual Data Sources shall be made available to Client upon request, provided that Client demonstrates (i) that it has entered proper license agreements with such Data Sources, as applicable, and (ii) Client's compliance with the terms of such Data Source licensing agreements and this Agreement, including fee provisions. Data Source licensing of specific elements of the data may vary between financial instruments and Data Sources.

2.4 Instrument Coverage. Instrument coverage of Products available hereunder shall be substantially as represented by the "Data" section accessed via the public Internet site of TKUSA (www.tkusa.com, or any successor site), as updated from time to time, and subject to the prior approval and fees required by Data Sources, where applicable.

Section 3. TKUSA Modifications

TKUSA may modify the format, data content or delivery speed of Products from time to time and at any time for technical reasons, or in order to comply with source-or exchange-mandated changes or regulatory changes, or to accommodate increased data volume, or to add information not previously included or for other reasons within TKUSA's discretion. TKUSA may also modify the configuration, software and hardware or communications requirements from time to time and at any time for technical reasons, or in order to accommodate increased data volume, to add information not previously included in the Products, or for other reasons within TKUSA's discretion. TKUSA shall endeavor to give Client such advance notice of any such changes as is reasonably practicable. Client shall have sole responsibility for installation of any such new releases and for making modifications to its software or hardware as may be necessary in order to accommodate any such modifications. Client shall incorporate such new releases (no matter in what form embodied) into the Products within 60 days after receipt of any such new release.

Section 4. Fees

4.1 Fees to Third Parties. Client shall pay promptly when due all fees or charges assessed pursuant to the Data Source agreements described in Section 2.3 above.

4.2 Fees to TKUSA. Client shall pay TKUSA promptly when due the fees set forth in **Exhibit F** to this Agreement for use (and distribution, if applicable) of the Products by Client. TKUSA may increase the fees set forth in **Exhibit F** to this Agreement at any time upon at least 60-days prior written notice; provided, however, that no such increase shall take effect during the Initial Term of this Agreement (except as otherwise specified in Sections 4.4 and 4.5 below with respect to the distribution of information derived from the Products to third parties or for additional Products). If TKUSA increases the fees, notwithstanding anything to the contrary in Section 5 below, Client shall have the right to terminate this Agreement upon at least 30-days' prior written notice; provided, however, that such notice must be received by TKUSA at least 30 days before the effective date of the price increase. Client shall continue to receive the Products at the fees in effect before the price increase during any such 30-day notice period.

4.3 Procurement Fees. Client shall pay TKUSA any communications, hardware and operating software procurement and installation fees (if any) as described in **Exhibit D**.

4.4 Distribution Fees. If TKUSA has given Client permission to distribute information derived from the Products to a third party as described in **Exhibit C**, Client shall pay TKUSA the fees set forth in **Exhibit F**. Notwithstanding any other provisions of this Agreement, such fees shall be subject to increase as set forth in this Section 4.

4.5 Fees For Additional Products. From time to time during the term of this Agreement, Client may desire to increase the bodies of Products it receives from TKUSA from Data Sources in addition to those described in **Exhibit D** to this Agreement. TKUSA agrees to make such additional information available to Client, provided that Client shall pay such monthly charges for such additional Data Sources as are in effect at the time that such additional information is first made available to Client, subject to fee increases as set forth in this Section 4. Client may also be required to obtain additional Data Source agreements before receiving such additional Products from TKUSA, in accordance with Section 2.3 of this Agreement.

4.6 Late Charges. Client shall pay TKUSA a late charge equal to the product of the balance due multiplied by the lesser of 1½% per month or the maximum rate allowed by law, on any amounts due under this Agreement that Client has not paid within 30 days after the earlier of the due date or the date of receipt of notice that such amount is due.

4.7 Taxes. All fees and charges incurred under this Agreement are exclusive of any and all taxes and communications charges. Client shall be responsible for paying any and all federal, state or local sales, use, property or other similar taxes, other than taxes assessed to TKUSA based on its net income.

4.8 US Currency. All payments under this Agreement shall be made in US currency.

Section 5. Reports and Audits

5.1 Reports. Client shall keep accurate books of account and records covering the types of Products, the manner, location (if applicable), and number of users (if applicable) by which any portion of the Products is accessed or used, which may include, by way of example (but not limitation): the total number of sites, the total number of terminals at each such site and the number of terminals with access to each portion of the Products; the number of securities accessed or used; the number of times a website is accessed; the number of page views; or other appropriate measurement (the "Reports"). Client shall provide the Reports to TKUSA accurately disclosing all applicable information as required by TKUSA and/or the Data Sources not more than 15 days after the end of each calendar month occurring during the term of this Agreement.

(a) A sample form of Report for Client use is included with this Agreement as **Exhibit G**.

(b) With respect to any Data Source agreement, Client shall report any information that may be required by the Data Source to TKUSA and to such Data Source. Such report shall be delivered to TKUSA in a format and with sufficient frequency to allow TKUSA to confirm that Client is complying with all reporting and payment dates imposed by such Data Source.

(c) Client acknowledges that, under its reporting obligations to certain Data Sources, TKUSA may be required be required to disclose certain Client data (e.g. name, address, number of users, etc.) to such Data Sources.

5.2 Audit Rights. TKUSA (and its independent certified public accountant and/or other representatives) shall have the right, during regular business hours and upon not fewer than 5-days' prior notice to Client, to examine such books of account and records and all other documents and materials related to the access to and use of the

Products and the portions of the Products accessed, for the purpose of determining the accuracy of Client's Reports and Client's use and access in compliance with the terms of this Agreement. Should any audit by TKUSA show more than 5% underpayment of fees due under Section 4 for a monthly period, Client shall promptly pay such fees to TKUSA, together with interest from the date such fees should have been paid (at a rate equal to 1½% per month), and shall promptly reimburse TKUSA for the entire cost of such audit.

5.3 English Language. All required notices, payments and statements shall be in writing in English, sent in accordance with the notice provisions of this Agreement.

Section 6. Client's Operational Responsibilities, Representations, Warranties and Covenants

6.1 Representations. Client represents, warrants and covenants to TKUSA that:

(a) Client has independently determined that the Products under this Agreement meet Client's and any applicable Product Users' (defined in Section 6.1(c) below) requirements.

(b) Client will have sole responsibility for the use of the Products, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines and other procedures necessary for Client's intended use of the Products.

(c) Client will insure that its personnel, employees and any persons authorized to use the Products and the delivery system and others who use or operate or have access to the Products, including but not limited to End-Users as defined in **Exhibit C** (collectively, "Product Users"), are always educated and trained in the proper use of the Products and that the Products are used in accordance with the user documentation.

(d) Client will maintain backup data necessary to replace any critical data of Client.

6.2 No Unlawful Uses. Client agrees that it will not engage in and represents that it is not currently engaged in any unlawful transactions or business and that it will limit by contract any use or permission by anyone to use the Products (including the data and information contained therein) for any unlawful purpose or any purpose not expressly permitted by this Agreement.

6.3 Protection of Proprietary Information. Client acknowledges that the user documentation provided by TKUSA and/or Data Sources with respect to the Products (the "User Documentation") contains trade secrets developed at TKUSA's expense. Client agrees to keep in confidence and protect the User Documentation, know-how and any other of TKUSA's information that is confidential or a trade secret (collectively, "Proprietary Information") from disclosure to third parties and restrict its use as provided in this Agreement. Client shall maintain in strict confidence and hold and use the User Documentation with at least at the level of security that it maintains with its own proprietary information and trade secrets and in any event in strict confidence with a reasonable level of security. Client will not divulge or permit any of its employees, agents or representatives to divulge any Proprietary Information, directly or indirectly, in whole or in part, to any third party. Except as expressly permitted by this Agreement, Client will not copy Proprietary Information, except when and as may be necessary in connection with Client's authorized use in accordance with this Agreement. Client will mark each copy, including its storage media, with all notices that appear on the original, including but not limited to all copyright, governmental restricted rights and other proprietary notices included on the Products.

This Section 6.3 will survive termination or cancellation of this Agreement or any license granted by this Agreement.

6.4 No Transfer. TKUSA does not transfer title to or ownership of any Products to Client or any third party. Client and any third party permitted in accordance with **Exhibit C** shall have access to Products, subject to the terms of this Agreement.

6.5 No Unauthorized Use. Client will not reverse engineer, reproduce, copy, "screen scrape", decompile or disassemble the Products. Client will take all reasonable precautions to protect the Products from theft and unauthorized use. Client will promptly report any theft or unauthorized use and take further actions as are reasonably requested by TKUSA to prevent or remedy any such action.

6.6 Rights Retained. All rights relating to the Products that are not specifically provided under this Agreement are retained by TKUSA.

6.7 No Enabling. Client will not permit, aid or enable anyone to do anything that Client may not do under this Agreement.

6.8 Client Data. Notwithstanding any other provision of this Agreement, Client acknowledges that TKUSA and its affiliates may be subject to reporting obligations that may require disclosure to Data Sources of certain information regarding the Client and Product Users, including but not limited to names, addresses and number of users, and that TKUSA is hereby authorized to disclose such information to Data Sources.

Section 7. TKUSA Limited Warranty Limitation of Liability

7.1 Limited Warranty. Neither TKUSA nor any of its affiliated companies, any Data Sources, nor any of their respective licensors, employees or agents, warrants that any provision of the Products will be either uninterrupted or error free. Except as expressly provided in Section 2.1 above, THE PRODUCTS TO BE PROVIDED UNDER THIS AGREEMENT, AND ANY OTHER MATERIALS OR SERVICES PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

7.2 Assumption of Risk. Client expressly agrees that use of the Products is at Client's sole risk.

7.3 Limitation of Liability. Except for damages incurred under Section 8, none of neither Party, its affiliated companies, any Data Source, nor anyone else who has been involved in creating, producing, delivering or installing the Products, shall be liable to the other, any Product User or any third party for any indirect, incidental, special, exemplary or consequential damages arising out of this Agreement or use of any of the Products, or arising out of any breach of any warranty under this Agreement, even if such party has been advised of the possibility of such damages, such as (but not limited to) loss of revenue or anticipated profits or lost business.

7.4 Survival. The provisions of this Section 7 shall survive any termination of this Agreement.

Section 8. Patent, Copyright, Trade Secret

As to any Product that, in TKUSA's reasonable, good faith belief, may become subject to a claim of infringement or misappropriation, TKUSA may elect to (a) obtain the right of continued use of such Product for Client, or (b) replace or modify such Product to avoid such claim. If TKUSA does not do so, Client shall discontinue use and return the Product, and all applicable licenses shall terminate.

TKUSA, at its expense, will indemnify, defend and hold harmless Client or its officers, directors, managers or employees, (collectively, the "Client Indemnified Parties") from and against any third party claim or action threatened or brought against Client Indemnified Parties by a third party based on or arising out of the Product or any use thereof constituting an infringement, violation, contravention or breach of any patent, copyright or trademark or constituting the misappropriation of a trade secret of any third party. Upon any such claim, Client may, at its option, terminate this Agreement with no further liability to TKUSA. The provisions of this Section 8 shall survive any termination of this Agreement.

Section 9. Term and Termination

9.1 Term. This Agreement shall take effect as of the date by which it has been executed by both Client and TKUSA (the "Effective Date"). The date upon which TKUSA may commence charging fees to Client shall be the earliest of the following dates (whichever, the "Commencement Date"):

(a) The earliest date that any Product is made available for use by Client or Client's Product Users; or

(b) The earliest date that Client or any Product User sells or offers any Product or compilation thereof for sale or use by others, whether or not Client receives any consideration for any such Product; or

(c) Such earlier date that Client and TKUSA agree or have agreed in writing shall be the Commencement Date.

This Agreement shall remain in effect from the Effective Date until the conclusion of the initial term (the "Initial Term"). After expiration of the Initial Term, the term of this Agreement shall automatically extend for additional terms of 1 year (each, an "Extended Term"); provided, however, that either party may terminate this Agreement at the end of either the Initial Term or any Extended Term upon written notice to the other party delivered at least 60 days before the end of Initial Term or the then-current Extended Term (whichever is applicable).

9.2 Termination. TKUSA may terminate this Agreement as follows:

(a) TKUSA may terminate this Agreement without notice if Client breaches any term of this Agreement and fails to remedy such breach within 14 days after written notice is provided to Client by TKUSA. Client shall be deemed to have remedied any breach by any of its customers by terminating such customer's access to the Product. If Client or any of its employees, agents or representatives attempts to use or dispose of any Product in a manner contrary to the terms of this Agreement, TKUSA may immediately and without notice to Client terminate this Agreement and shall, in addition, have the right, in addition to such other remedies as may be available to TKUSA at law or in equity, to injunctive relief enjoining such acts or attempts without the necessity of posting any bond in respect thereof, it being acknowledged by Client that such acts could cause irreparable harm to TKUSA and that legal remedies alone are inadequate.

(b) TKUSA may terminate this Agreement in whole or in part immediately upon notice to Client, and immediately terminate all subscriptions, if any rights or concessions necessary for the collection, compilation, processing or distribution are withdrawn, terminated or not renewed; and TKUSA shall not be liable to Client for any amounts other than a refund of any prepaid subscription fees, pro rata through the termination date.

9.3 Post-Termination. If this Agreement is terminated for any reason, Client shall,

(a) Cease all further use or distribution of the Products and data derived from the Products and shall promptly destroy all copies in its possession of the User Documentation. Client shall also purge all machine-readable data and information in its possession or control related to the Products from its data storage facilities. Client shall, upon request, certify in writing to TKUSA Client's compliance with this Section 9.3. Client shall also at TKUSA's instruction, either return to TKUSA or destroy, any Product that Client has licensed from TKUSA within 7 days of the termination date of this Agreement. TKUSA, on not less than 3-days' notice, retains the right to audit Client's compliance with this Section 9.3.

(b) Immediately destroy or return to TKUSA all copies of any Proprietary Information in Client's possession;

(c) Warrant that all such Proprietary Information has been destroyed or returned to TKUSA; and inform and instruct Client's Product Users of their obligations relative to TKUSA's Proprietary Information.

(d) Immediately pay any monies due under the license granted under this Agreement

(e) The provisions of Sections 4.7, 5, 6.2, 6.3, 7, 8, 9.2, 9.3 and 9.4 shall survive any termination of this Agreement.

9.4 Dispute Resolution. Client and TKUSA agree to observe the following procedures and use commercially reasonable efforts to resolve any disputes that may arise under this Agreement, before resorting to litigation, except with respect to any matters concerning intellectual property or that are addressed in Sections 6.2, 6.3, 8 or 9:

(a) Client and TKUSA shall form a committee (the "Joint Committee") composed of one representative appointed by Client and one representative appointed by TKUSA, from time to time, to review and discuss the parties' respective obligations under this Agreement. The Joint Committee shall establish a consultation and communication procedure and protocol for either party's bringing issues before the Joint Committee for resolution. Either party may bring a matter of disagreement or conflict under the Agreement to the Joint Committee for resolution. Each party shall act reasonably and in good faith to attempt to resolve and settle any such disagreement or conflict.

(b) If the Joint Committee is unable to resolve a disagreement or conflict within 30 days (including the failure of the parties to accept a resolution) (each, a "Dispute"), the party alleging a Dispute shall notify the other party, providing the particulars of the Dispute (the "Notice of Dispute"). Each party shall appoint a representative who is a senior executive officer of such party to meet with the other party's senior executive officer in good faith to try to resolve the Dispute within 14 days after the date of the Notice of Dispute. If the Dispute is not resolved within 30 days after the date of the Notice of Dispute, no further action is required under this Section 9.4, and each party may pursue its remedies under this Agreement.

9.5 Equitable Remedies. Nothing in this Section 9 shall prevent or delay TKUSA or Client from applying to a court as described in Section 11.4 for equitable relief.

Section 10. Notices

All notices required by this Agreement shall be provided in writing via regular US mail, or by a nationally recognized overnight delivery service and shall be deemed to have been provided upon receipt, or upon 2 days after deposit in the US mail with proper postage, or upon delivery to a nationally recognized private courier service, in each case addressed as set forth on the customer data

sheet accompanying and constituting an integral part of this Agreement, or to such other address as shall have more recently been conveyed to the other party in accordance with this Section 10.

Section 11. Miscellaneous Provisions

11.1 Force Majeure. TKUSA shall not have any liability for any default under this Agreement resulting from a force majeure, which shall be deemed to include any circumstances beyond its reasonable control. Such circumstances shall include, but are not limited to, acts of government, fire, flood, earthquake, strikes, power failures or communications line or network failures.

11.2 Entire Agreement. This Agreement is a complete and exclusive statement of the terms of its subject matter.

11.3 No Waiver. Failure of either party to insist at any time upon strict compliance with the terms of this Agreement or to seek remedy for any breach shall not constitute or be construed as a waiver of any rights or remedies under this Agreement of any such breach.

11.4 Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, excluding its conflict of laws rules. All disputes arising in connection with this Agreement shall be resolved in the state or federal courts of New York, and Client hereby submits to the personal jurisdiction of all such courts.

11.5 No Assignment by Client. Client may not assign or transfer any of its rights or the license granted hereunder without TKUSA's consent, which consent shall not be unreasonably withheld or delayed.

11.6 No Modification. This Agreement may be modified only by an amendment signed by a duly authorized representative of each party.

11.7 Interpretation. This Agreement shall be interpreted fairly according to its terms without presumptions against the drafting party and without reference to the Section headings, which are for reference only.

11.8 Limitation on Actions. No arbitration proceeding or legal action, regardless of its form, whether in contract or tort, including negligence, related to or arising out of this Agreement may be brought by either party more than 1 year after the cause of action first accrued.

Exhibit A – MDFstream Product Description

Product Description

Telekurs real-time market data feeds include data from the full range of trading sessions and across an extensive assortment of reported, derived and statistical data elements. All feeds are normalized and consolidated into our Market Data Feed (MDF) for delivery in a single, consistent format.

MDFstream is Telekurs' broadcast data feed, which is built on a sophisticated, rapid queueing design optimized for high throughput.

MDFstream delivers a mix-and-match solution of real-time and delayed data, segmented by exchange or contributor source.

Product Delivery

MDFstream is delivered via point-to-point connection.

Customer Access

Access to the data and integration into the customer environment is simplified by straightforward API access.

Client is responsible acquiring all circuits and related hardware to establishing connectivity to the to MDFstream servers located at Telekurs' data center.

Client is responsible for acquiring all circuits and related hardware to establish connectivity to the to MDFselect servers located at Telekurs' data center. Please refer to Exhibit D, Product Delivery.

An optional interface to the industry's most widely used data distribution platform is available via a third party.

Exhibit A – apiD Product Description

Product Description

Telekurs apiD provides a basis for different interfaces to integrate Telekurs financial and news data into a customer application or platform. The apiD provides access to a wide range of Telekurs Financial data, as well as a set of predefined functions and three technical interfaces for data delivery. Benefits of apiD include:

- All data comes from a single source and is fed in through a standard interface, which simplifies configuration and operation.
- Thanks to a sophisticated authorization system, the data selection can be customized according to a range of different requirements (e.g. bank clients, in-house users at various departments).
- Intelligent packaging of data and functions facilitates the rapid implementation of apiD-based applications.
- Open, standardized interfaces permit fast and simple programming and data integration.

apiD offers easy access to Telekurs' comprehensive range of data: quotes, portfolio management information, business reports and much more. Data available includes:

Quotes	Fundamental Data/Details On:	Additional Information
Real-time Quotes	Companies	Corporate Actions
Delayed Quotes	Markets	Sector Codes
Time & Sales Data	Financial Instruments	Ratings
Calculated Values	Stock Market Listings	Business News
Historical Prices		3rd party data (depending on local markets)

The apiD infrastructure is based on a modular concept. In this way, a range of different client solutions – Internet, Intranet or Extranet applications, or the supply of data for special applications such as asset management systems – can be implemented with a minimum of fuss. With apiD, clients can use a host of predefined functions to create an application, or integrate data into their applications, easily and quickly. The most important of these are:

- Search functions for pinpointing securities, companies or trading places, based on a variety of criteria
- User-friendly market summaries with predefined lists
- Easy-to-read portfolio function for assembling and managing client portfolios
- Convenient limit-monitoring feature
- Functions for generating simple or more complex charts on the basis of predefined forms (with Java-API or JSP)
- Heatmap functions for the graphical display of market overviews, complete with the biggest gainers/losers (with Java-API or JSP)

There are three API levels to serve different customer needs:

- XML format for real-time data delivery with automatic (push) and/or manual updates.
- Java-API for developing applications in a Java environment. Java-API is based on XML format and a Java library. The Telekurs display product Telekurs iD was developed using this Java-API.
- JSP Tag for developing request-based HTML solutions (Intranet, Extranet or Internet solutions with customized layouts). This interface can also be used to retrieve the financial and news data in a format other than XML, e.g., in "csv" format.

For data integration, Telekurs Financial offers the possibility of cooperation with authorized apiD partners, thus ensuring comprehensive advice and support.

Product Delivery

apiD has the same basic structure and architecture as the Telekurs iD generation of display products. The apiD server provides access to data and functions via technical interfaces. Data can be supplied either through the standard XML or Java-API interfaces and/or via JSP.

Customer Access

Depending on individual customer needs and data volumes, an application can access the apiD server directly in the server zone of Telekurs Financial.

Exhibit B – Territory and Use of Service

Territory

Pursuant to the terms of this Agreement, Client may use and/or distribute the Products (or data derived from the Products) within the following territory:

Rights are granted for distribution of the data globally. In the event Client has a prospect with users outside of the Americas, Client shall determine whether or not such prospect is an existing user of data from TKUSA or one of its affiliates. In the event prospect is not a current TKUSA client (or a client of a TKUSA affiliate), no further review is required by TKUSA. If prospect is a current client, TKUSA reserves the right to structure the pricing to such client for TKUSA data which may correspond to their existing contract, but may or may not correspond to the fee structure in Exhibit F.

☐ North & South America

-- Or --

☒ Other (specify): Global

Usage Description

1. General Usage Statement

- a. Client plans to use and/or distribute the Products (or data derived from the Products) as follows:

To design, develop and host custom websites, reports and tools for the financial

services industry. End users do not have the ability to download Telekurs data

as all data will remain at Wall Street On Demand data centers.

- b. The Products (or data derived from the Products) will be delivered to the following database location(s):

5718 Central Avenue

Boulder, CO 80301

- c. Name and description of the of the Client business unit (e.g., private banking, custodian, clearing agent etc.) using the Products (or data derived from the Products):

Technology

- d. Description of how the Products (or data derived from the Products) will be used, including name and description of all applications:

Custom design and host websites for the financial services industry.

Exhibit B – Territory and Use of Service

2. Distribution

a. Please specify the name all users of the Products (or data derived from the Products):

Departments: Technology

Subsidiaries:

Affiliates:

Others:

b. The Products (or data derived from the Products) will be distributed outside the firm (e.g. to clients, clearing agents, etc.):

☐ Yes ☒ No

c. Geographic region(s) where these users are located:

<input checked="" type="checkbox"/>	North America
<input type="checkbox"/>	Europe
<input type="checkbox"/>	Asia

-- Or --

<input checked="" type="checkbox"/>	Global
-------------------------------------	--------

See above note about prospects outside of the US.

Exhibit C -- External Distribution

TKUSA makes no representations that any portion of the Product may be distributed by Client to any third party, unless TKUSA has given Client specific permission to distribute such portions of the Product to a third party under an Exhibit to this Agreement.

Check one:

☒

A) Distribution of raw data outside Client's firm is not permitted. Client's use of the Product is solely for the development of Client's proprietary or internal application(s) as described in Exhibit B and for use by Client's employees within such application(s).

Client's redistribution of any component of the Product or data derived from the Product is prohibited.

-- Or --

☐

B) Distribution outside Client's firm is permitted. Client may use the Product for the development of Client's proprietary or internal application(s) as described in Exhibit B and for use by Client's employees within such application(s) and, in consideration of the fees in Exhibit F, Client may redistribute the Product, component thereof or data derived from the Product as authorized below to end users, as described below. Distribution to third parties other than end users is prohibited.

1. It is the sole responsibility of Client to confirm with all applicable Data Sources whether or not such portions of the Product that are selected by Client under this Agreement or in a written signed amendment hereto may be distributed to a third party.
 - a. With respect to those portions of the Product that may permissibly be distributed to a third party, it shall be the sole responsibility of Client to ensure that all applicable written approvals from the appropriate Data Sources are obtained by Client and/or such third parties prior to Client commencing distribution of the Product to such third party.
 - b. It is presumed that all users having access to the Product have access to ALL Data Sources permissioned. If Client desires to limit Data Source access by some but not all users, then any software that Client uses to distribute and/or allow access to the Product must at all times prevent such users from having access to any unlicensed information that may be transmitted to Client by TKUSA. If Client accesses the Product using its own application, then any software that Client uses to access the Product must at all times prevent such users from having access to any unlicensed information that may be transmitted to Client as part thereof. TKUSA may, at any time during Client's normal business hours and upon prior notice, inspect the hardware and software system used by Client with respect to such transmission for the purpose of verifying the inaccessibility of the unlicensed information to either Client or third parties.
2. Prior to commencing distribution of the Product via Client's proprietary application to any end user, Client shall enter into a valid license agreement containing the provisions specified below with each such end user, as appropriate.
3. Client agrees to include the appropriate language from Exhibit C-1 and/or Exhibit C-2 (attached) in license agreements with its end user customers.

Exhibit C-1 – Distribution Via Closed User Group

<u> </u>	Distribution to end users via closed user group and/or ID/password protected terminals IS permitted.
<u> X </u>	Distribution of raw data to end users via closed user group and/or ID/password protected terminals IS NOT permitted.

If distribution to end users via closed user group and/or protected terminals is permitted, Client agrees to include the following provisions in all agreements it enters into with end users of the Product. For purposes of this Exhibit C-1, such end users are referred to as "Licensees".

1. Licensee agrees to use the Product solely via _____ (name the Client's service or proprietary application here). Such usage shall be limited to Licensee's employees for its own internal, lawful purposes. Redistribution to, or use or access by any other person or entity, including but not limited to, any entity that is not principally owned by the Licensee is expressly prohibited.
2. Licensee agrees that TKUSA (including its Data Sources) shall have no liability for the accuracy or completeness of the Product via Client's proprietary application or for any delays, interruptions, or omissions therein, and neither TKUSA nor any Data Source shall have any liability in connection with any termination of service (with or without notice).
3. Licensee agrees that its arrangement with Client for receipt of the Product is subject to termination without notice in the event that this Agreement between Client and TKUSA is terminated for any reason.
4. Licensee agrees to comply with any conditions, restrictions or limitations imposed by any of the Data Sources, including obtaining any applicable written approvals from the appropriate Data Sources or, in the absence of such required approval, accept termination of that portion of the Product attributable to any such Data Source.
5. Licensee acknowledges that the Data Sources described in the preceding paragraph may have the right to terminate provision of the Market Data to TKUSA and Client with or without notice and that neither any such Data Source, TKUSA nor Client shall have any liability in connection therewith.

Exhibit C-2 – Distribution Via Public Internet

<input type="checkbox"/>	Distribution to end users via the public Internet IS NOT permitted.
<input checked="" type="checkbox"/>	Distribution to end users via the public Internet IS permitted, as stated in Exhibit B

If distribution to end users via the public Internet is permitted, Client agrees to include the following provisions in a “click on agreement” or other affirmatively acknowledged on-line agreement with visitors to public Internet sites created, hosted or otherwise maintained by Client that contain all or portions of the Product. This is in addition to any other requirements that the Data Sources may impose upon Client for redistribution via public Internet

1. Content

- a. The content available through _____ (name Client Service), “The Service” is the property of Client (including its licensors, independent contractors, and any affiliates, successors or assigns, together, “The Company”), and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.
- b. By acknowledging these terms, the viewer of The Service, herein defined as “Customer”, understands and agrees that the information in, or derived from The Service may not be copied, republished, redistributed, transmitted, altered, edited or exploited in any manner for any purpose, without the express written permission of The Company.
- c. Customer agrees that The Company, its affiliates and any independent contractor engaged by The Company shall not be liable for any errors or delays in the content of any information provided through The Service, or for any actions taken by Customer or any third party, in reliance thereon. The information contained within The Service has been obtained from sources considered reliable, but such information is not guaranteed, and The Company and its affiliates or its licensors make no representation or warranty as to the accuracy or completeness, or continued availability of this information.

Limitation of Warranties and Indemnification. The Service is provided as is, without warranty of any kind. Customer agrees that The Company, its affiliates, licensors and any independent contractor engaged by The Company shall not be liable in any way. Customer agrees to indemnify and hold harmless The Company, its affiliates, licensors and any independent contractor engaged by The Company from any claim or demand, including reasonable attorneys' fees, made by any third party due to (a) any inaccuracy, error, or delay in, or omission of (i) any such data, information, or message within The Service, (ii) the transmission or delivery of any such data, information, or message; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by The Company or to any “force majeure” (i.e., acts of government, fire, flood, earthquake, strikes, power failures or communications line or network failures) or any other cause beyond the reasonable control of The Company.

2. **DISCLAIMER OF WARRANTIES AND LIABILITY. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT ITS OWN RISK AND THE COMPANY HAS NO LIABILITY OR OBLIGATION TO CUSTOMER WITH RESPECT TO ANY PORTION OF THE SERVICE. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER INCLUDES DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND ANY AND ALL FORMS OF DAMAGES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM.**

Exhibit D – Product Delivery

Product Delivery Methods

1. File Transfer Protocol (FTP), a standard Internet protocol, is the preferred method for file delivery. Customers may choose FTP file transfer over the Internet, or over a dedicated network circuit (see point 2 below).
 - Customer may choose to "retrieve or receive" files via FTP using a command-line interface, a commercial program, or a standard web browser.
 - Telekurs offers UNIX or Windows compression, custom filenames, FTPS (SSL), SFTP (SSH), and GPG encryption.
 - FTP servers are fully redundant, and access is provided through diversified suppliers.
2. Point-to-Point Connection (MDFselect or MDFstream, FTP file transfer via dedicated circuit)

Client connection to the Service(s) server is via TCP/IP, utilizing:

- Dedicated circuits (T1/T3) and routers, which shall be provided by Client, using the carrier of choice.
- Managed network service(s) such as SAVVIS or BT_Radianz.
- Under special circumstances, via the Internet.

Procurement of Hardware, Equipment and Third Party Services

TKUSA will purchase the Service server(s) on behalf of Client, and will install and maintain such hardware at TKUSA's site. Cost associated with procurement of such hardware will be submitted to Client for reimbursement, and will be subject to a 10% service charge.

Client is responsible for procuring equipment and telecommunications services necessary to connect to the Service at TKUSA's site. All such equipment must be configured according to TKUSA minimum specifications.

If at any point in time during the term of this Agreement there is a more cost effective delivery option, TKUSA will work in conjunction with Client to migrate over to the more cost effective option.

Client is responsible for establishing T1 connection (or other approved connection) to TKUSA, for the purpose of accessing the Service servers located at TKUSA, as permitted hereunder. All one-time and monthly communications charges, and responsibility for installing, maintaining and disconnecting modems, lines, satellite, and/or radio delivery shall be the sole responsibility of Client.

Telekurs will assign IP addressing for Client's connections to the TKUSA network.

Network Equipment Supported

Client is responsible for providing network equipment at TKUSA's site and at Client's site(s). TKUSA reserves the right to refuse equipment that is not configured or supplied according to minimum specifications:

- Cisco Router, model depends on bandwidth requirements
- Internal T-1 module
- Cisco's (internal) Data Compression Advanced Integration Module (AIM-COMPR2)
- ISDN Terminal Adapter or dial modem for remote access to routers. Client supplies POTS or ISDN line.

TKUSA Data Feed Connection Locations

Location(s) for the installation and connection of Client's communications lines and equipment to receive the Service shall be as follows:

TKUSA Primary Data Center	Telekurs Alternate Data Center
River Bend Center	One Waterview Drive
One Omega Drive, Building Three	1 st Floor
Stamford, Connecticut, 06907	Shelton, CT 06484
Phone: (203) 353.8100	Phone: (203) 353.8100
Contact: Jerry Warner x 217	Contact: Jerry Warner x 217

Exhibit D – Product Delivery

Customer Data Feed Connection Location(s)

Client location(s) for the installation and connection of communications lines and equipment to receive the Service shall be as follows:

Primary Site	
Street Address:	5718 Central Avenue
Floor or other locator:	
City:	Boulder
State/Province:	CO
Postal Code	80301

Backup Site	
Street Address:	8101 Shaffer Parkway
Floor or other locator:	
City:	Littleton
State/Province:	CO
Postal Code	80127

Second Backup Site (if applicable)	
Street Address:	
Floor or other locator:	
City:	
State/Province:	
Postal Code	

Exhibit E – Support Services

1. General Support Services

- a. As part of the Product license fee, TKUSA shall provide the following support services to each Client:
 1. Documentation, updates and Product bulletins in accordance with industry standard practices
 2. Telephone and email support services
 3. Access to an automated help desk software/ticket service that facilitates communication of issues to TKUSA and updates Client on the status of any outstanding issues.
 4. Access to TKUSA's customer extranet for documentation, Product update news and other Product-related information.
- b. Each client is assigned an account representative who will be available regular business days, and during TKUSA normal working hours (Monday through Friday, 8:30 AM to 7:00 PM Eastern Time).
 1. Emergency off-hours calls are fielded by TKUSA's operations department, which is staffed 6 x 24, from 7 PM on Sunday to 11 PM on Friday. Off-hour support is limited to,
 - Local operational support, e.g., rebooting or recycling systems, etc.
 - On-call technicians handle off-hour network problems.
 - Communication and co-ordination between Client with TKUSA's parent regarding problems with the central (Zurich) systems or operation.In the case of data or software problems, operations will escalate the problem to the appropriate department (e.g., development or the data support group, etc.). These problems will receive immediate attention if critical, or otherwise are analyzed during normal business hours.

2. Network Support Services

- a. Also included in the product license fee are network support services intended to help Client isolate and resolve problems related to Client's network connections from up to two physical locations. Network support services are available on regular business days, and during TKUSA normal working hours (Monday through Friday, 8:30 AM to 7:00 PM Eastern Time). Network support services include the following:
 - Rebooting or power cycling equipment.
 - Provide in-house T1 and LAN cabling.
 - Install rack-mountable communications equipment.
 - Connect POTS and ISDN adaptors to customer-supplied lines.
 - Modifying equipment configuration (only under the direction of Client).
 - Swapping out equipment supplied by Client to isolate or correct a problem.
 - Reporting local phone line problems to the provider; Client reports problems to the carrier of its dedicated service.
 - Working with the phone company or dedicated service carrier to isolate and resolve a problem related to Client's communications lines or phone connections.
 - Working with service providers sent by Client to work on its equipment.
 - Escalating a problem to other departments in Telekurs as needed.
- b. TKUSA is not liable for performance issues related to network equipment or configuration that is not according to specifications.

3. Training

- a. TKUSA will provide reasonable training on the Products as part of initial implementation.
- b. Subsequent requests for training may be billed at \$2,000 per diem, plus expenses where applicable.

4. Customization and Consulting

- a. TKUSA can provide Product customizations and perform consulting services related to Client's use of the Product. Please contact TKUSA for more information and daily or project pricing.
- b. TKUSA's services for customization and/or consulting services are charged at \$2,000 per diem, plus expenses where applicable.

Exhibit F – Market Data Feed Content Selection & Fees

1. Product. The Product licensed under this Agreement is:

MDFstream: ☒

OR

MDFselect: ☐

Dedicated Server Environment: ☐

Shared Server Environment: ☐

All pricing applies to a single business unit. A "Business Unit" is defined as any segment of an organization or an entire business organization that is not divided into segments and that share the same activities and records.

The below listed fees are for Business Units conducting business within North and South America. For Business Units not in this territory, Client must request pricing and permission for use of MDF by these Business Units.

2. Base Fee

Monthly Infrastructure Fee: \$8,333* and Telekurs licenses directly with End Users. As End Users become clients of Telekurs the following deduction chart will be used towards the Monthly Infrastructure Fee:

Total Client Spend	New Monthly Infrastructure Fee
\$50,000/annum	\$6,250
\$100,000/annum	\$4,167
\$150,000/annum	\$2,083
\$200,000/annum	Gratis
\$250,000/annum	Gratis & will waive Backup fees below

**Price does not include Communication lines which must be negotiated between Wall Street On Demand and provider.*

The following fee schedule will apply for End Users who license directly with Telekurs:

Exchanges	Cost Per Exchange
1 – 10	\$300/month
11 – 20	\$200/month
21+	\$100/month

The Monthly Infrastructure Fee will include the following:

Data – Exchange List provided on Attachment A

Support – Dedicated Account Services Rep responsible for the day-to-day relationship, pricing questions and general inquiries from Monday – Friday 8am – 7pm ET. In addition, Operational Support is available 24 X 7.

Hardware – 3 Dedicated SUN MDF Stream Servers. Supplied by Telekurs and hosted at Telekurs primary & backup data centers. Additional servers can be requested at a fee.

TKiD – One User ID, each additional TKiD to be priced at \$10,000/annum

Additional Pricing

Should Wall Street On Demand decide to use the Telekurs feed as a backup source for current data provider the following fees shall apply:

International Exchanges - \$2,000/month

Domestic Exchanges - \$1,000/month

Exhibit F – apiD Content Selection and Fees

Data Content:

Client requires Delayed Pricing on the following Indices:

<u>Exchange</u>	<u>Index Name</u>	<u>Valoren</u>
Australia	All Ordinaries	998444
Germany	Xetra DAX	998032
Amsterdam	AEX	998211
France	CAC 40	998033
UK	FTSE 100	998185
Hong Kong	Hang Seng	998396
Italy	Mibtel 30	292005
Mexico	IPC	998027
Japan	Nikkei 225	998407
Belgium	Bel 20	998690
Portugal	PSI General	998016
Euronext	Euronext 100	1132990
Euronext	Euronext 150	1132991
Shanghai	Shanghai A	261420
Shanghai	Shanghai B	261423
Brazil	Bovespa	109405

Fees:

- \$100/month per Index (minimum \$1,600/month)*

*Once client begins receiving MDF Stream data, this fee will be included within the Monthly Infrastructure Fee.

Exhibit G – Sample Reporting Form

1. Report Format. While the exact format of the reports to be delivered to TKUSA under the Agreement may vary according to Client's systems and reporting procedures, certain data must be included in each report, as follows:
 - Client Name
 - Name of TKUSA Service being reported
 - Reporting Month and Year
 - Total payable to TKUSA for the reporting period, in US Dollars.
 - Name and contact information of Client's representative responsible for reporting, in case of questions.
2. Report Timing. Pursuant to the Agreement, all reports should be sent to TKUSA no later than the 15th of the month following the reporting period.
3. Report Delivery. All reports should be delivered to TKUSA by one of the following methods:
 - By email: billings@tkusa.com
 - By post: Telekurs (USA) Inc.
P.O. Box 4999
Stamford, CT 06907-4999
Attention: Finance/Billings

Attachment A

County & Exchange Name	BC
ARGENTINA	
1. Bolsa de Comercio de Buenos Aires (Argentina)	82
BCBA, Electronic Trading Options	589
BCBA, Sesión Continua de Negociación	590
BCBA, Sesión Continua de Negociación Cash	591
BCBA, Mercado de Concurrencia Cash	592
BRAZIL	
1. Sao Paulo	83
CHILE	
Bolsa de Valores de Santiago	84
MEXICO	
Mexican Stock Exchange	80
AUSTRIA	
1. Vienna Stock Exchange	50
Wiener Börse AG OTC Trades in EUR	758
Wiener Börse AG OTC Trades in FXR	759
OMX	
1. Equities	
OMX-Nordic Exchange, Copenhagen Equities	12
OMX-Nordic Exchange, Helsinki Equities	40
OMX-Nordic Exchange, Stockholm Equities	53
OMX-Nordic Exchange, Iceland Equities	370
OMX Exchange External Trades, Stockholm	874
OMX Exchange Trades Other Currencies, Stockholm	875
EURONEXT	
1. CASH	
EURONEXT Brussels	6
EURONEXT Paris	25
EURONEXT Amsterdam	38
EURONEXT Lisbon	51
2. INTEREST RATES FUTURES & OPTIONS	
EURONEXT Interest Rate Futures & Options	397
3. COMMODITIES	
EURONEXT Commodities Futures & Options	396
EURONEXT British commodities derivatives	810
4. EURONEXT COMMODITIES FUTURES & OPTIONS BBO 10 (Amsterdam & Paris Only)	396
6. EURONEXT Indices	399
AUSTRALIA	
Australia Stock Exchange	111
CHINA	
Shanghai	215
HONG KONG	
Hong Kong Stock Exchange	104
Hang Sang Indices	529

County & Exchange Name	BC
GERMANY	
DEUTSCHE BOERSE AG	
Regionals	
Dusseldorf Stock Exchange	14
Munich Stock Exchange	15
Hamburg Stock Exchange	17
Börse Berlin - Bremen	18
Warenterminbörse Hannover	19
XETRA US Stars (Deutsche Bourse)	516
Deutsche Börse Indices & XETRA ETF, (DBAG Indices from BC 13 & BC 44 & Eurex Bonds BC 540)	830
HUNGARY	
1. Budapest Stock Exchange	213
ITALY	
TLX Milano	
TLX	640
Euro TLX	653
SPAIN	
Spanish Market:	
Spanish Stock Markets (Barcelona)	56
Mercado Continuo España	54
Spanish Stock Markets (Madrid)	55
Bilbao	57
Valencia	58
Spanish Funds, Madrid	305
Mercado de Bloques	355
SWITZERLAND	
VIRT-X:	380
UNITED KINGDOM	
London Stock Exchange	36
London SETS	361
London International Order Book (IOB)	507
London SETSx (SEATS)	272
LSE European Markets	594
LSE Exchange Traded Funds (multicurrency)	719
London Stock Exchange (LSE) (Covered Warrants)	818
LSE International Trade Reporting	718
London Metals Exchange (LME)	212
LME Select	394
Plastic Futures	802
Plastics	816
FTSE Indices	
JSE Indices	100
Namibian Indices	331
GBP denominated	222

INDIA	
National Stock Exchange	326
JAPAN	
TOKYO STOCK EXCHANGE	
Tokyo Stock Exchange	106
Fukukoa Stock Exchange	118
Sapporo Stock Exchange	121
Tokyo Stock Exchange, Off-Hour Single Issue Trading	311
Tokyo Stock Exchange, Block Trading	324
Tokyo Stock Exchange, Basket Trading	325
Tokyo Stock Exchange, Evening Session	390
NAGOYA STOCK EXCHANGE	122
OSAKA	107

EUR denominated	585
USD denominated	587
JPY denominated	588
CHF denominated	831
All others & local	586
SINGAPORE	
SGX-ST	
Singapore Exchange Securities Trading (SGX-ST)	120
SGX-ST, Buy Back Market	129
SGX-ST, Cash Market	555
SGX-ST, Buy-In Market	556
SGX-ST, Unit Share Market	557

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