

Subscriber Wall Street On Demand
 Subscriber _____
 No. _____

**REUTERS AMERICA INC.
 MASTER SERVICES AGREEMENT
 INITIAL ORDER FORM**

By signing below, Subscriber agrees to subscribe to the Services subject to all of the terms and conditions set forth on this Master Services Agreement initial order form, the attached Master Services Agreement Terms and Conditions ("Terms and Conditions"), and all addenda, supplemental order forms (the initial order form and any supplemental order form being known as the "Order Form") and schedules thereto (collectively, the "Agreement"). The Agreement shall form the entire agreement between the parties regarding the Services, and supercedes all prior agreements, proposals or other communications between the parties, oral or in writing, regarding the Services.

Name of Legal Entity Subscribing to Services ("Subscriber") Wall Street On Demand		State of Incorporation	
Subscriber's Principal Street Address 3005 Center Green Drive	City Boulder	State CO	Zip Code 80301
Subscriber's Contact Person for Notices Sofia Rossato	Address 3005 Center Green Dr, Boulder, CO, 80301	Phone: 303-583-4334 Fax: 303-440-2982	E-mail Sofia.rossato@wall st.com
Reuters Contact Person for Notices same	Address	Phone: Fax:	E-mail
Subscriber's Billing Contact Name & Address Heather Carter, 3005 Center Green Dr, Boulder, CO, 80301			
Premises 3005 Center Green Drive			
Commencement Date November 1, 2002			

Subscriber subscribes to the following services (each a "Service"):			
Service	Fees per Mth	Discount	Net Monthly Fees
Global History and Equity Day End Prices (inc. Indices, Exchange Warrants, Eq Opts) SMALL BUSINESS GROUP	9,000	75%	\$2,250
Global History and End of Day Corporate Actions – inc. Changes	6,000	75%	\$1,500
Global End of Day Money Day End Prices	1,800		included
US End of Day Futures Day End Prices (inc. Options on Futures)	1,800		included
Total Fees			\$3,750

Installation Charges: \$ 0

Communication Charges: \$ 0, none anticipated, if need, Subscriber pays cost

Security Deposit: A security deposit ("Security Deposit") in the amount of zero will be paid by Subscriber upon the execution hereof. This Security Deposit may be used, applied or retained by Reuters, in whole or in part, to the extent required for the payment of any Fees or charges payable hereunder as to which Subscriber is in default, or for any sum which Reuters may expend or may be required to expend by reason of the Subscriber's default hereunder. The balance of the Security Deposit, if any, will be returned to Subscriber upon the termination of this Agreement after the return of the Equipment and Software, if any to Reuters.

All Fees set out on this Order Form and any additional charges are exclusive of taxes, and are invoiced monthly or quarterly.

"Online Application" means interfaces, reports and tools built and hosted by Subscriber and accessed by customers of Subscriber.

"Limited Extract" means a discrete piece of data that is quantitatively and qualitatively substantially less than an entire article of RD Information.

Subscriber may permit access to RD Information at the Premises and use it to: (a) conduct automated or manual checking of reference or pricing data to be used in Online Applications. (b) build an in-house database in order to access time-series data needed for Online Applications. (c) conduct cross-checking against data from non-Reuters sources to be used in Online Applications. (d) use Limited Extracts of RD Information on an ad-hoc basis in response to specific inquiries of customers of Subscriber made via Online Applications, provided that (i) Limited Extracts are attributed to Reuters or, where applicable, the relevant Information Provider, (ii) DataScope/EJV cannot be accessed via such Limited Extracts and (iii) further redistribution of Limited Extracts is prohibited.

In summary, this contract allows Subscriber to utilize DataScope content for their customers to View in web page formats and not have Subscriber customers pull extracts directly from Subscriber for the purpose pricing portfolios or pricing engines at the Subscribers customer's location.
There will be no limitation for charting, the 250 data point limitation is waived as long as Subscriber's customers do not have access to the underlying content.

REUTERS AMERICA INC. ("Reuters")

Signed: _____

Print
Name: _____

Title: _____

Date: _____

DAVID J. MURPHY
MANAGER, CONTRACT ADMINISTRATION

10/31/02

SUBSCRIBER Wall Street On Demand, Inc.

Signed: _____

Print
Name: _____

Title: _____

Date: _____

James Tanner
James Tanner
President
10/29/02
("Effective Date")

Subscriber Wall Street On Demand
 Subscriber No. _____

Reuters DataScope/EJV Addendum

This is an Addendum to the Master Services Agreement between Reuters America Inc. and Wall Street On Demand, Inc. ("Subscriber") dated the 1st day of November (as amended, the "Agreement"). Capitalized terms used but not defined in this Addendum have the same meanings as in the Agreement.

1. SCOPE OF ADDENDUM

This Addendum is in addition to and supplements the Agreement and will apply whenever Subscriber subscribes to the Reuters DataScope Service or the Reuters EJV Service ("DataScope/EJV"). For the avoidance of doubt, DataScope/EJV shall be considered a "Service" as such term is defined under the Agreement. If there are any inconsistencies between this Addendum and the Agreement, this Addendum will prevail.

2. DEFINITIONS

In this Addendum, the following terms have the following meanings:

"Business Function" means one of the functions described in Section 3.3 of this Addendum.

"Limited Extract" means a discrete piece of data that is quantitatively and qualitatively substantially less than an entire article of RD Information.

"Order Form" means the Reuters DataScope/EJV Order Form executed by the parties.

"RIC(s)" mean the set of codes (also known as Reuters Instrument Codes) developed and maintained by the Reuters Group plc for defining a unique identifier for financial instruments.

"RD Information" means the Content included in DataScope/EJV.

3. USE OF DATASCOPE/EJV

- 3.1 Use of DataScope/EJV. Except as outlined in the Order Form, Subscriber may permit access to RD Information at the Premises and use it to: (a) perform calculations and produce reports for its internal business purposes; (b) access specific items of RD Information upon which business decisions are made in the ordinary course of business; (c) conduct automated or manual checking of reference or pricing data as part of an order processing capability or portfolio management service; or (d) build an in-house database in order to conduct the activities described in Section 3.1 (a)-(c) provided that (i) RD Information may not be used for the purposes of conducting cross-checking against data from non-Reuters sources if the non-Reuters supplied data is to be used in a saleable product and distributed outside Subscriber's organization, (ii) except as provided in Section 3.2, redistribution of RD Information is prohibited and (iii) support for DataScope/EJV will be available only at one location of Subscriber as agreed with Reuters.

- 3.2 Redistribution of "Enterprise" Data License. If Subscriber subscribes to the "Enterprise" data license as indicated on the Order Form:

- a) Subscriber may use Limited Extracts of RD Information on an ad-hoc basis in response to specific inquiries of customers of Subscriber, provided that (i) Limited Extracts are attributed to Reuters or, where applicable, the relevant Information Provider, (ii) DataScope/EJV cannot be accessed via such Limited Extracts and (iii) further redistribution of Limited Extracts is prohibited; and
- b) Subscriber may use RD Information by inclusion in resultant form in unlimited reports to third parties, provided that (i) DataScope/EJV cannot be accessed via such RD Information, (ii) further redistribution of RD Information is prohibited and (iii) RD Information may not be used or redistributed in any manner which would cause such RD Information to be a source of or substitute for DataScope/EJV.

- 3.3 Redistribution of "Business Function" Data License. If Subscriber subscribes to the "Business Function" data license and one of the following Functions as indicated on the Order Form, Subscriber may use RD Information solely by inclusion in resultant form in the manner specified below for such Function or use, provided that the conditions set forth in Section 3.2(b) will apply.

- a) Risk Function. In addition to internal use for risk management control, Subscriber may use the RD Information in unlimited reports, containing derived values generated through risk calculations, to (i) regulatory bodies and (ii) external auditors.
- b) Portfolio Management and Valuations Function. In addition to internal use for portfolio management and valuations, Subscriber may use the RD Information in system generated reports, containing historical, reference and corporate actions data that relates to instruments in portfolios under management and their benchmarks and/or portfolio valuation calculations, for compliance or marketing purposes only, to (i) third party performance measurers, (ii) trustees, (iii) investors, (iv) custodians, (v) regulatory authorities and (vi) the media through which portfolio statistics are reported for marketing purposes.
- c) Global Custody Function. In addition to internal use for the purposes of global custody, Subscriber may use the RD Information in unlimited reports, containing reference and corporate action information that relates to instruments held in a portfolio under custody, to (i) clients of the custodian service and (ii) regulatory authorities.
- d) Back Office Function. In addition to internal use for the purposes of back office functions, Subscriber may use the RD Information in unlimited reports containing reference information and single price per instrument data for the purposes of confirming transactions and resolving any problems related to transaction confirmation and settlement, to (i) clearing houses, (ii) counterparties, (iii) custodians and (iv) clients.
- e) Research and Analysis Function. In addition to internal use for the purposes of research and analysis, Subscriber may use the RD Information in unlimited reports, containing a series of data points equivalent to no more than one year's daily history of data points, for the purpose of investment strategy, trading strategy or corporate finance recommendations, new instrument design or marketing, to (i) current or potential investors and (ii) third party distributors with whom Reuters has an agreement allowing such redistribution.
- f) Trading and Sales Function. In addition to internal use for the purposes of trading and sales, Subscriber may, for the purposes of supporting Subscriber's clients' trading activities, use RD Information in unlimited reports to Subscriber's clients. Further, Subscriber may use the RD Information in "raw form" in irregular and infrequent reports for the purposes of supplying recommendations that inform or support trading decisions to clients. In this Section 3.3(f), "infrequent" means no more than once per week and "irregular" means a number of redistribution instances over a period not exceeding one month required to respond to one specific client request.

4. REUTERS INSTRUMENT CODES.

RICs are protected by copyrights, database rights and trademarks owned by the Reuters Group plc. Reuters grants Subscriber a non-exclusive, non-transferable license to use RICs for term of the Agreement solely for the purposes of accessing the Information and publishing in any item of Subscriber's research or client recommendations, the RIC or RICs relevant to that item for the purpose of identifying limited extracts of Information under Sections 3.1 to and 3.3 provided that (i) the inclusion of a RIC is only for reference purposes and not the main method of identifying the Information and (ii) the RICs are attributed to Reuters. Attribution must take the form of a reference to "Reuters" before or after the RICs and/or the inclusion of a prominent statement in the research material or client recommendation that "RICs are ©, database right and ™ Reuters. [Subscriber] uses RIC codes under license from Reuters". Subscriber will not use, publish or redistribute RICs save as expressly

permitted by the Agreement. Subscriber's rights to use RICs will terminate automatically upon the expiry or termination of the Agreement upon which Subscriber will cease all use of RICs and delete or destroy any records of RICs which Subscriber has in its possession (in whatever form stored or held).

5. GENERAL

5.1 If Reuters is required to store personal data on Subscriber's employees in order to provide DataScope/EJV, Subscriber agrees that it will complete, or have its employees complete, any forms Reuters reasonably requires in order for Reuters to comply with any statutory obligations relating to the storage of such personal data.

5.2 In addition to the conditions set forth in Section 6.2 of the Agreement, Subscriber will obtain and maintain all necessary licenses and consents required by any Information Provider for use of the RD Information. Subscriber will provide Reuters with evidence of such authorizations prior to use of the RD Information for which such license or consent is required.

REUTERS AMERICA INC.

Signed:

 Print
Name:

Title:

Date:

DAVID J. MURPHY
MANAGER, CONTRACT ADMINISTRATION

10/31/02

SUBSCRIBER

Signed:

 Print
Name:

Title:

Date:

James Tanner
James Tanner
President
10/29/02

Subscriber Wall Street
 On Demand
 Subscriber No. _____

**REUTERS AMERICA INC.
 MASTER SERVICES AGREEMENT
 GENERAL TERMS AND CONDITIONS**

All capitalized terms not defined herein shall have the meanings set forth in the Order Form.

1. TERM

Subject to Section 11, this Agreement will take effect on the Effective Date and will continue for a term of 24 months from the Commencement Date. This Agreement will automatically renew for additional 24 month terms unless either party gives the other written notice of termination at least 90 days prior to the expiration of the then current term.

2. REUTERS SERVICES

2.1 Provision of Services. Reuters will provide Subscriber with access to the Services at the Subscriber's location(s) set out in the Order Form ("Premises"). Reuters will not be obliged to provide any Service until it has countersigned the Order Form.

2.2 Cancellation of Services. Subject to Section 11, Subscriber may cancel a Service at any time, such cancellation to take effect at the expiration of the then current term, by providing Reuters 90 days' prior written notice.

2.3 Withdrawal of Service by Reuters. Reuters may cancel or withdraw all or part of any Service at any time on 6 months' prior written notice to Subscriber, and on less notice if: (a) Reuters determines that the provision of the Service has become unlawful; (b) an agreement between any member of the Reuters Group and a third party on which the Service depends is terminated; or (c) the Service becomes subject to a claim that it infringes the rights of any third party. If Reuters cancels all or part of any Service, Reuters only obligation to Subscriber will be to refund any Fees paid in advance for the cancelled Service. Subscriber may terminate this Agreement on 30 days' prior written notice to Reuters in the event Reuters cancellation or withdrawal of a Service substantially frustrates Subscriber's purpose in entering into this Agreement. In each case, Subscriber shall pay any Fees, Additional Charges and taxes owed on service rendered through the time of termination.

2.4 General. Subscriber agrees that: (a) it will not knowingly take any action to harm Reuters or any other subscriber of Reuters, or use the Services in contravention of any laws or regulations; (b) it is responsible for obtaining and maintaining all required licenses and consents to receive and use the Services including those of the SEC and FCC; (c) Reuters will have no obligation to check any e-mail or other messages Subscriber receives via the Service for viruses, time bombs or similar bugs; (d) Reuters may distribute Software upgrades by downline loading and in doing so Subscriber agrees Reuters may upon notification to Subscriber upload information regarding Subscriber's network and install agent software on the Premises to enable such downline loading (and Reuters agrees it will keep confidential any information it uploads); (e) if Reuters is required to store personal data on Subscriber's employees in order to provide any Services, Subscriber agrees that it shall complete, or have its employees complete, any forms Reuters reasonably requires in order for Reuters to comply with any statutory obligations relating to the storage of such personal data; and (f) when Reuters provides a Service which is accessed using a password, account name or other identifier (collectively, "Password"), Subscriber agrees that it shall: (i) ensure each Password is kept confidential and not shared among individuals, and (ii) notify Reuters promptly if Subscriber becomes aware of any Password being used by a person not authorized by Subscriber to access that Service.

3. CONTENT

3.1 Use of Content. Reuters grants Subscriber during the term of this Agreement, subject to the terms and conditions of this Agreement, the non-exclusive, non-transferable right to receive and use the text, data, graphics, moving and still images or sound recordings contained in the Service ("Content") in the

ordinary course of Subscriber's business solely on those devices or accesses set out or declared in any Order Form or Addenda. Except for employees specifically authorized to access or retrieve the Content or as expressly set forth in this Agreement, Subscriber shall not, and shall not authorize an employee to, redistribute the Content to anyone, including but not limited to others in Subscriber's organization. Notwithstanding the foregoing, Subscriber may, on an occasional and infrequent basis, disseminate insubstantial portions of Content to a limited number of employees in Subscriber's organization and incorporate limited extracts of Content in marketing or client materials, provided: (a) Subscriber prominently identifies Reuters as the source of the Content; and (b) the dissemination is not intended to substitute for, and does not have the result of substituting for, Subscriber paying for an additional device or access.

3.2 Editorial Control. Reuters has complete editorial freedom with regard to the form and content of the Services and may alter the same from time to time, although Reuters acknowledges that, except as permitted by Section 2.3, it will not alter the fundamental nature of the Content.

3.3 Storage. Subscriber may store Content on those devices and accesses on which the Content is received during the term it is subscribing to the relevant Service. Unless otherwise specified in any Addenda, Subscriber must make reasonable efforts to destroy all stored Content and all copies thereof upon cancellation of the relevant Service, or termination or expiration of this Agreement; provided Subscriber may continue to store Content for such period as required to comply with any applicable law or regulation.

4. SOFTWARE (if applicable)

4.1 Use of Software. Subscriber is granted a non-exclusive, non-transferable right to use any software ("Software") provided as part of any Service solely at the Premises. Subscriber may not sub-license, assign, copy (except for back-up purposes which may be located at a site other than Premises), modify, merge, transfer, decompile or reverse engineer the Software.

4.2 Remedies for Defective Software. In the event that the Software is or becomes defective, Reuters sole liability will be to replace the same after receipt of written notice or, in its discretion, to refund the portion of any prepaid Fees applicable, from the date of receipt of notice, to the portion of the Service no longer accessible because of the defective Software.

4.3 Third Party Provider Benefit. Subscriber agrees that the provisions of this Section 4 will inure to the benefit of any third party provider of Software, and agrees to indemnify and hold Reuters and any such third party provider harmless from and against any Damages arising out of Subscriber's breach of this Section 4.

5. EQUIPMENT (if applicable)

If Reuters supplies any equipment ("Equipment") as part of any Service the following will apply: (a) Subscriber will provide insurance coverage to protect the Equipment against loss and damage and shall be liable for all loss or damage to the Equipment, unless due to an act or omission of Reuters; and (b) Subscriber agrees it will be responsible for keeping its own software and hardware compatible with the Equipment.

6. INTELLECTUAL PROPERTY

6.1 Rights of Reuters. Subject to Section 6.2, the Services are the valuable intellectual property of Reuters Group PLC and

its affiliates (collectively, "Reuters Group"). All rights with respect to Reuters name and trademarks and the Services, whether now existing or which may hereafter come into existence, which are not expressly granted to Subscriber herein, are reserved to the Reuters Group. Any goodwill generated through Subscriber's use of the Reuters name and trademarks shall inure solely to the benefit of the Reuters Group. Except as set forth in this Agreement, Subscriber may not use the Reuters name or trademarks without Reuters prior written consent.

- 6.2 **Third Party Content.** Subscriber acknowledges that the Services contain Content supplied by third parties ("Information Providers"). Subscriber agrees to comply with any restrictions or conditions imposed on the use, access, storage or redistribution of Content by the relevant Information Provider as notified to Subscriber by Reuters or such Information Provider. Subscriber may be required to enter into a separate agreement with an Information Provider in order to receive a Service which contains such Content.

7. FEES AND TAXES

- 7.1 **Fees.** In consideration of the rights granted to Subscriber in this Agreement, Subscriber will pay Reuters all fees and charges ("Fees") for each Service set forth in the applicable Order Form for that Service and any schedule thereto. Unless otherwise agreed, Fees for each Service will accrue from the "Installation Date" for that Service, which is the earlier of: (a) the date when that Service is installed and operational at the Premises; and (b) the date when that Service is first accessed by Subscriber. All Fees shall be paid in advance and are due and payable within 30 days after receipt of an invoice from Reuters, except that the first payment for any Service shall be due and payable on the Installation Date for that Service.
- 7.2 **Additional Charges.** In addition to the Fees, Subscriber will pay the following charges ("Additional Charges") within 30 days after receipt of an invoice for the same from Reuters: (a) all installation, relocation and removal charges relating to any Service; (b) all charges for communications facilities; (c) all charges for Content, Software and Equipment relating to any Service supplied by third parties; and (d) any charges for support outside standard hours.
- 7.3 **Changes to Additional Charges.** Subscriber acknowledges that Additional Charges may change without notice if imposed on Reuters by a third party.
- 7.4 **Taxes.** In addition to the amounts set forth above, Subscriber will pay to Reuters or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (other than taxes levied or imposed on Reuters income).
- 7.5 **No Set-off.** In all cases, the amounts due under this Agreement will be paid by Subscriber in full without any withholding, set-off, counterclaim or deduction.
- 7.6 **Late Payments.** All amount owed hereunder not paid when due will bear interest from the date such amount became due at the lesser of: (a) 1.5 percent per month; or (b) the maximum allowable rate of interest in the State of New York for transactions between sophisticated commercial entities.
- 7.7 **Fee Increases.** Reuters reserves the right to increase the Fees each year, subject to Subscriber's cancellation right described below. Reuters will notify Subscriber of any such increase for the following year by October 15 of the current year, and such increase will become effective as of January 1 of the following year. So long as the increase for the following year in the aggregate Fees payable by Subscriber for all Services provided at the time of notification, expressed as a percentage ("Aggregate Fee Increase") is at or below the increase in the consumer price index for all urban consumers in the New York/New Jersey Metropolitan area as reported by the Bureau of Labor Statistics of the U.S. Department of Labor, as measured by the increase in such index from September of the previous year through August of the current year, expressed as a percentage ("CPI"), Subscriber will not be entitled to cancel any Service. If the Aggregate Fee Increase exceeds the CPI, Subscriber may cancel one or more Services selected by Subscriber whose Fees

have increased at a rate that exceeds the CPI, until the Aggregate Fee Increase with respect to the remaining Services is less than or equal to the CPI. Subscriber may effect any such cancellation by giving Reuters written notice prior to December 1 of the current year. Notwithstanding the foregoing, upon the commencement of any renewal term, Reuters shall have the right to charge Subscriber the then current list price for any Service and any resulting increase in Fees shall not be subject to Subscriber's cancellation right described herein.

8. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. WITHOUT LIMITING THE FOREGOING, NEITHER REUTERS NOR ANY INFORMATION PROVIDER OR OTHER THIRD PARTY SUPPLIER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, EQUIPMENT, SOFTWARE OR CONTENT PROVIDED HEREUNDER, AND REUTERS AND EACH INFORMATION PROVIDER OR OTHER THIRD PARTY SUPPLIER EXPRESSLY DISCLAIMS ANY CONDITION OF QUALITY AND ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTY OR REPRESENTATION MADE BY REUTERS OR ANY INFORMATION PROVIDER OR OTHER THIRD PARTY SUPPLIER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

9. LIABILITY

- 9.1 **Inaccuracies of Service.** ALTHOUGH REUTERS MAKES REASONABLE EFFORTS TO ENSURE THE ACCURACY AND RELIABILITY OF THE SERVICES, NEITHER REUTERS NOR ANY INFORMATION PROVIDER OR OTHER THIRD PARTY SUPPLIER GUARANTEES SUCH ACCURACY OR RELIABILITY, AND SUBSCRIBER ACKNOWLEDGES THAT REUTERS, ITS EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, INFORMATION PROVIDERS AND OTHER THIRD PARTY SUPPLIERS WILL NOT BE HELD LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY SUBSCRIBER, ANY CUSTOMER OF SUBSCRIBER OR ANY OTHER PERSON OR ENTITY ARISING OUT OF ANY FAULT, INTERRUPTION OR DELAY IN ANY SERVICE OR OUT OF ANY INACCURACY, ERROR OR OMISSION IN ANY SERVICE SUPPLIED TO SUBSCRIBER, HOWEVER SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, UNLESS DUE TO REUTERS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 9.2 **Acts of God.** Except for Subscriber's failure to comply with any payment obligations, neither party will be liable for any failure to perform any obligation hereunder, or for any delay in the performance thereof, due to causes beyond its control, including industrial disputes of whatever nature, acts of God, public enemy, acts of government, failure of telecommunications, fire or other casualty.
- 9.3 **Exclusion of Special Damages.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY, ANY INFORMATION PROVIDER OR OTHER THIRD PARTY SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

- 9.4 **Aggregate Liability.** In no event will the aggregate liability of either party to the other or to any third party for Damages, direct or otherwise, arising out of or in connection with this Agreement, exceed the total amount of Fees actually paid to Reuters by Subscriber during the 12 month period immediately preceding the act or omission giving rise to the loss, regardless of the cause or form of action, provided however, that the foregoing limitation of liability shall not apply to each party's obligation to indemnify the other pursuant to this Agreement, or any Damages suffered by Reuters, any Information Provider or other third party supplier caused by any violation by Subscriber of Sections 2.4(a), 2.4(b), 3.1, 3.3, 4.1 or 5 of this Agreement.

10. INDEMNIFICATION

- 10.1 **Indemnification by Subscriber.** Subscriber will indemnify and hold harmless Reuters, its officers, directors, employees and agents, and all Information Providers and other third party suppliers hereunder, from and against any and all liabilities, damages, awards, settlements, losses, claims and expenses, including reasonable attorney fees and expenses and costs of investigation (collectively, "Damages") resulting from third party claims arising from any: (a) breach of this Agreement by Subscriber; or (b) third party accessing all or part of the Service through or by means of Subscriber to the extent such claim, if brought by Subscriber directly against Reuters, would be excluded pursuant to Section 9.1.
- 10.2 **Indemnification by Reuters.** Reuters will indemnify and hold harmless Subscriber, its officers, directors, employees and agents from and against any and all Damages resulting from third party claims arising from any: (a) breach of the Agreement by Reuters; or (b) claim that the supplied Software or Reuters created Content infringes any third party intellectual property right, provided that the relevant claim: (i) does not arise from any modification to the Software or Reuters created Content made by Subscriber; (ii) does not arise from the combination of the Software or Reuters created Content with other products or technology not supplied by Reuters; and (iii) if the relevant claim is based upon content obtained from a third party only to the extent such third party has agreed to indemnify Reuters licensees.
- 10.3 **Notice and Participation.** A party seeking indemnification pursuant to this Agreement ("Indemnified Party") will give prompt notice to the party from whom indemnification is sought ("Indemnifying Party"); provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice by such failure). The parties will cooperate (at the expense of the Indemnifying Party) in the defense or prosecution of any third party claim.

11. TERMINATION

- 11.1 **Termination for Breach.** In addition to any other remedy available at law or in equity, either party may terminate this Agreement immediately, without further obligation to the other party, in the event of (a) any material breach of this Agreement by the other party that is not remedied within 30 days' after receiving written notice of such breach; (b) any sale, lease or other transfer of all or substantially all of the assets of the other party to any non-affiliated person; (c) any change in control of the other party (whether by merger, stock transfer or otherwise) except in the case of an initial public offering; or (d) the other party's making of an assignment for the benefit of its creditors, the filing by the other party or its creditors of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or the appointment of a trustee or receiver for the other party or its property. Notwithstanding the foregoing, both parties agree that neither the sales, lease or other transfer of all or substantially all of the assets of a party, nor the change in control of a party (such party, in each case, an "Acquired Party") shall be deemed a breach allowing the other party (the "Terminating Party") to terminate this Agreement pursuant to this Section 11.1 if the entity acquiring the assets or stock of the Acquired Party (the

"Acquiring Entity") and any companies Controlled by or under common Control with the Acquiring Entity are not entities which (i) the Terminating Party considers competitors, or (ii) could harm the reputation of the Terminating Party. In addition, the Acquiring Entity must not lack sufficient assets to meet the obligations it would be required to comply with under this Agreement. An Acquiring Entity which meets these conditions shall be known as an "Approved Entity". As used herein, "Control" means the possession, directly or indirectly of the power to direct or cause the direction of the affairs or management of an entity. Notwithstanding the foregoing, Reuters agrees that in the event of a Transfer Transaction involving an Acquiring Entity which is not an Approved Entity (a "Non-Approved Entity"), in order to allow the Non-Approved Entity to effect an orderly transition to an alternate information provider, Reuters will not terminate this Agreement prior to ninety (90) days from the date of the Transfer Transaction (the "Interim Period"); provided that the Non-Approved Entity agrees in writing to Reuters to assume the obligations of Subscriber during the Interim Period.

- 11.2 **Obligations Upon Termination.** Promptly upon termination of this Agreement for any reason, Subscriber will: (a) pay all Fees, Additional Charges, taxes and other charges owed through the time of termination; (b) allow Reuters or its nominees escorted access to the Premises to remove the Equipment and Software; and (c) promptly make reasonable efforts to destroy all stored Content as required pursuant to Section 3.3.
- 11.3 **Liquidated Damages.** If Reuters terminates this Agreement pursuant to Section 11.1, or if Subscriber terminates this Agreement or cancels any Service except as expressly permitted hereunder, Reuters will be entitled to recover from Subscriber, as liquidated damages, an amount equal to 75% of the Fees that would have been payable by Subscriber from the date of termination or cancellation until the Subscriber could have next terminated this Agreement or cancelled the relevant Service in accordance with the terms of this Agreement.

12. GENERAL

- 12.1 **Controlling Law, Jurisdiction and Waiver of Jury Trial.** This Agreement will be governed by and construed in accordance with the laws of State of New York. Both parties consent to the non-exclusive jurisdiction of any state or federal court sitting in the State of New York, and of any court to which an appeal therefrom may be taken. Each party hereby irrevocably waives the right to a trial by jury in any action or proceeding arising out of this Agreement.
- 12.2 **Notices.** Whenever any notice or other communication is given by one party to the other ("Notice"), such Notice shall be in writing and shall be delivered by facsimile (with confirmation of receipt duly obtained by the sending party) or registered or certified mail, return receipt requested, addressed as set out in the initial Order Form. Notices properly given in accordance with this Section 12.2 shall be effective on the date sent; all other notices shall be effective on the date actually received.
- 12.3 **Assignments.** This Agreement will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. Subscriber may not assign or otherwise transfer any of its rights or delegate any of its duties under this Agreement without the prior written consent of Reuters which will not be unreasonably withheld. Any attempted assignment in violation of this Section 12.3 is void.
- 12.4 **Relationship Between the Parties.** There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. This Agreement is non-exclusive.
- 12.5 **Amendments, Waivers.** This Agreement may only be amended in writing signed by authorized representatives of

both parties. If either party delays or fails to exercise any right or remedy under this Agreement, it will not have waived that right or remedy.

- 12.6 **Severability.** If any provision or term of this Agreement, not being of a fundamental nature, is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected.

- 12.7 **Survival.** Sections 3.3, 8, 9, 10, 11.2 and 12 of this Agreement will survive the termination or expiration of this Agreement.

- 12.8 **Headings.** The headings to this Agreement are for convenience only and shall not be used as an aid to the interpretation of the Agreement.

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