

**EXECUTION COPY**

**LICENSE AGREEMENT**

License Agreement (this "Agreement"), dated as of August 1, 2006, between FactSet Research Systems Inc., a Delaware corporation ("Licensor"), located at 601 Merritt 7, Norwalk, CT 06851, and Wall Street on Demand, Inc., a Delaware limited liability company ("Licensee"), located at 5718 Central Avenue, Boulder, Colorado, 80301.

WHEREAS, Licensee wishes to gain access to proprietary information of Licensor through a variety of media specified below in order to make various portions of such information available to Licensee's clients, and

Licensor wishes to make such information available to Licensee subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

**ARTICLE I  
LICENSE GRANT**

**Section 1.01. Definitions.**

"Affiliates" means an entity's licensors, independent contractors, providers and affiliates.

"Client" means a client as set forth on Exhibit A.

"Content" means the content described in each Order Schedule and a component of Content Services.

"Content Services" means the content services described in each Order Schedule. Content Services may include, among other things, Information, compilation, selection and arrangement of Information, navigational aids and software, computer readable files, copies of documents and databases developed and owned by Licensor or otherwise licensed to Licensor by third party data providers.

"Delivery System" means Licensor's data delivery system.

"Delivery Platform" means Licensee's delivery platform for the Licensee Products set forth on the applicable Order Schedule.

“Information” means financial, economic and other information or editorial content from time to time available from the Content Services, whether proprietary to Licensor or which constitutes third party information that is provided to Licensee by Licensor, including without limitation the selection and arrangement of such information, and any compilations thereof.

“Licensee Products” means the Licensee products specified on the applicable Order Schedule, which includes content transmitted to the Client via the applicable Delivery Platform.

“Order Schedule” means any of the executed order schedules attached to this Agreement and made a part hereof specifying the applicable Content Services and Delivery System to be used with a particular set of Licensee Products and a Delivery Platform and setting forth additional information, terms and conditions specific to the applicable Content Service.

Section 1.02. License Grant. Subject to the terms and conditions of this Agreement and the applicable Order Schedules, Licensor grants to Licensee a limited, non-exclusive, nontransferable, non-sublicensable, worldwide right and license to distribute and display the applicable Content solely to and for the Clients by means of the applicable Delivery Platform and Licensee Products. Any rights not expressly granted herein or in any Order Schedule are reserved to Licensor.

Section 1.03. Information Retrieval. As applicable, Licensee shall retrieve the Information contained in the applicable Content Services from Licensor’s data centers for subsequent manipulation, electronic distribution to Clients or both. Licensee shall not transfer the Information to tapes, CD-ROM or any other medium except as expressly authorized in this Agreement or the applicable Order Schedule. Notwithstanding the foregoing and subject to limitations on storage, and requirements for deletion, substitution or removal, of Information and Content Service set forth in this Agreement or in any applicable Order Schedule, Licensee may, at its option, store the Information at its data center, solely for the purpose of manipulation of the Information, distribution to the Clients, or both during the term of the applicable Order Schedule. Licensee shall only distribute the Information contained in the applicable Content Services in approved formats via the applicable Licensee Products and Delivery Platform to Clients.

Section 1.04. Grant Limitations. Except as expressly set forth herein or in any Order Schedule, no other use or distribution of the Content by Licensee or any Client shall be permitted without the express prior written permission of an authorized officer of Licensor. Licensee further specifically agrees and understands that no rights of dissemination by any third party and no rights to sublicense to any third party for redistribution are being granted to Licensee or to any third party under this Agreement. In addition, under no circumstances may Licensee redistribute any Information, or Content Services to the following entities and their affiliates other than by provision of the Licensee Products: Bloomberg, Thomson, Computershare, Vickers, Reuters, Ilios Partners, and The McGraw Hill Companies (collectively, the “Excluded Entities”). Licensee may not redistribute data by way of a flat electronic data feed to any entity without Licensor’s prior written consent. Breach of the terms of this provision shall be considered a material breach and shall not be subject to the grace period set forth in Section 5.02 below.

## ARTICLE II FEES AND REPORTS

Section 2.01. Fees. Licensee agrees to pay to Licensor the fees and royalties (the "Fees") set forth in the applicable Order Schedule in accordance with the payment terms of such Order Schedule in order to make use of the Content Services.

Section 2.02. Reports. Beginning with the calendar month during which a Client first subscribes to the Content Services, Licensee shall provide to Licensor written reports in accordance with the reporting requirements set forth in the applicable Order Schedule with regard to the Content Services. Licensor's right to conduct periodic audits of Licensee hereunder shall include a right by Licensor to verify the accuracy of reports that have been previously delivered to Licensor by Licensee hereunder. Nothing in this section shall give Licensor the right to view unrelated confidential Client information stored in Licensee's systems.

Section 2.03. Audit Rights. During the term of this Agreement and for a period of one (1) year after its termination, Licensee shall keep and maintain a full and accurate set of books, records and Client Agreements with respect to the redistribution of the Information and the Content Services to Clients, including the specific number of various types of Clients, as required by the applicable Order Schedule. Such books, records and agreements shall be subject to audit and review, for the purpose of verifying that the redistribution of the Information and the Content Services are being provided and that applicable Fees have been paid in accordance with this Agreement and the Order Schedules hereto. Licensor or an independent, third party auditor selected by Licensor, shall have the right to conduct such audit during business hours on reasonable advance notification, but not more frequently than once during any twelve (12) month period. The Licensor, its auditors or both shall be permitted to make copies and extracts of such records as they deem necessary. All information copied by the auditor shall be used only for purposes of performing the audit and reporting to Licensor and Licensee the results of the audit and shall not be distributed to anyone other than the designated employee(s) of Licensee and Licensor for any other purposes. If so requested, Licensor's auditing employees and the independent auditor shall sign a confidentiality agreement in form and substance reasonably acceptable to Licensee. The failure by Licensor to exercise any such audit right shall in no way relieve Licensee from its responsibilities to comply fully with the terms and conditions of this Agreement. All such audits shall be conducted at Licensor's sole expense, unless an audit by Licensor reveals an underpayment greater than 5% of Fees due to Licensor with respect to any individual Order Schedule, in which case Licensee shall pay to Licensor (i) all fees and charges relating to the unauthorized use or redistribution of the Content discovered during such audit and (ii) all reasonable audit expenses incurred by Licensor. The audit rights described in this paragraph shall survive termination or expiration of this Agreement as necessary to enable Licensor to exercise rights granted to it under any Order Schedule. Nothing in this section shall give Licensor the right to view unrelated confidential Client information stored in Licensee's systems.

### ARTICLE III DELIVERY AND SUPPORT

Section 3.01. Data Delivery. Commencing on the date or dates set forth on the applicable Order Schedule, Licensor shall make the Information and Content Services available to Licensee in accordance with such Order Schedule, in the manner and method set forth on such Order Schedule. The form, format, or other means of delivery of the Information and the Content Services shall be mutually agreed upon by the parties as set forth in such Order Schedule. Licensee shall obtain, operate and maintain at its expense any and all computer equipment, communication devices or

services necessary to communicate with Licensor, or to install, maintain, access, deliver, transmit, receive, retrieve or use the Information and the Content Services.

Section 3.02. Client Support. Licensee shall be solely responsible for the support of Clients. Licensee acknowledges and agrees that Licensor shall have no obligation or right to communicate with Clients based on this Agreement. Licensee acknowledges that Licensor may have existing relationships with or, otherwise than with regard to this Agreement may develop relationships with, Clients. Licensor will designate a contact to answer data related questions as they arise during the course of normal business. The Licensor will have no obligation to communicate directly with the Licensee's clients, but only employees of the Licensee.

Section 3.03. Change Notices. Licensor will provide Licensee with written notice of any anticipated material change in the content, format, medium, or form of delivery of the Content initiated by Licensor at least thirty (30) days prior to the effective date of the implementation of such change.

#### ARTICLE IV COPYRIGHTS, TRADEMARKS AND PROTECTION OF INTELLECTUAL PROPERTY

Section 4.01. Intellectual Property. The Information and the Content Services are the exclusive property of Licensor and are protected by the various applicable intellectual property and other laws of the United States and other countries. Licensee acknowledges that the Information and the Content Services have been developed, compiled, prepared, revised, selected and arranged by Licensor and other suppliers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of Licensor and others. Licensee agrees, upon reasonable request by Licensor and at Licensor's expense, to assist Licensor as necessary to protect the proprietary rights of Licensor in the Content Services during the term of this Agreement and the Order Schedules. Except as expressly permitted herein or in an Order Schedule, Licensee may not sell or modify the Information or the Content Services or download, reproduce, transmit, display, publicly perform, distribute, create derivative works from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, assign, sublicense, grant a security interest in or otherwise transfer any right in the Information, or the Content Services. Except as expressly permitted in an Order Schedule, the use of the Information or the Content Services on any other Web site (including, but not limited to, framing) or in a networked computer environment for any purpose is prohibited.

Section 4.02. Passwords. Licensee agrees to notify Licensor promptly in the event of any known or suspected unauthorized use of any password, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of any passwords made available to Licensee or any other Client. In the event of a breach of security, Licensee will remain liable for any unauthorized use until Licensee notifies Licensor in writing to the attention of its Comptroller at the address set forth below.

Section 4.03. Trademarks. Licensee agrees not to use any trademarks, service marks, names, logos, or other identifiers owned by Licensor, its employees or Affiliates without the prior written permission of Licensor. In addition, Licensee may not use Licensor's trademarks: (i) in, as, or as part of, Licensee's own trademarks or those of any third parties; (ii) to identify products or services that are not those of Licensor; (iii) in a manner likely to cause confusion; or (iv) in a

manner that implies inaccurately that Licensor or sponsors or endorses or is otherwise connected with, Licensee's own activities, products and services or those of third parties.

Section 4.04. Copyrights. Licensee shall display the copyrights as required in the applicable Order Schedule in accordance with the terms of such Order Schedule.

Section 4.05. Data Integrity. Licensee acknowledges the value to Licensor of the integrity of the Information and the Content Services. Licensee therefore agrees:

- (a) to maintain the Information and the Content Services in the Licensee Products on the Delivery Platform in the latest available format and content;
- (b) to update the Information and Content Services only with updates received from Licensor and to do so promptly after receipt; and
- (c) to provide to Licensor upon request, solely for purposes of permitting Licensor to diagnose and evaluate the accuracy of the Information and the Content Services in the Licensee Products, without charge, static page screenshots of the Content view the Delivery Platform. If, as the result of such validation process, Licensor should determine that the Information, the Content Services or both, as presented in any Licensee Product in any way misrepresents the applicable Content Services, Information or both, as supplied to Licensee by Licensor (except as otherwise expressly permitted under an Order Schedule), then within ninety (90) days following Licensor's written notification to such effect to Licensee, Licensee shall implement any changes to its software, systems or procedures that are reasonably necessary to rectify any such inconsistency to Licensor's and Client's reasonable satisfaction.

## ARTICLE V TERM AND TERMINATION

Section 5.01. Term. Unless terminated earlier as specified in this Agreement, the term of this Agreement shall begin on the date hereof and shall continue until the termination of all Order Schedules. Each Order Schedule shall specify its term and any renewal term.

Section 5.02. Termination. Either party may immediately terminate this Agreement if: (i) the other party shall have failed to cure a material breach or default in the performance of any of its obligations hereunder or under any Order Schedule within fifteen (15) days' written notice thereof; or (ii) the other party shall have declared bankruptcy or terminated or suspended its business and shall have failed to remedy such termination or suspension within thirty (30) days thereafter. Notwithstanding the foregoing, if Licensee breaches this Agreement or any Order Schedule by distributing or otherwise making available any of the Information or the Content Services in violation of the terms of this Agreement or the applicable Order Schedule, Licensor shall have the right to terminate delivery or access to Licensee, as the case may be, within two (2) business days after written notice to Licensee.

Section 5.03. Effect of Termination. Following any termination or expiration of this Agreement: (i) Licensee and all Clients shall immediately cease all use of the Information and the Content Services and other intellectual property and proprietary information and materials granted hereunder and the license granted in this Agreement and in any Order Schedule shall immediately terminate; and (ii) Licensee and all Clients shall expunge the Information and the Content Services and any information derived from the Content from their respective computer

systems and all copies thereof and Licensee shall deliver an officer's certificate stating that all such Content and copies have been destroyed.

Section 5.04. Noncompetition. Licensee hereby represents and warrants that it has not and is not currently creating any portion of a database similar to the Content Services and or Information provided under the Order Schedules to this Agreement ("Competitive Database"), whether for internal use, distribution or sale. Licensee hereby grants Licensor the right to audit computer systems owned or controlled by Licensee or its affiliates during regular business hours upon reasonable advance notice in writing, but in no event more than once per year to confirm that Licensee is in compliance with the provisions of this section. This right will survive the termination of this Agreement for one (1) year. The audits will be conducted by a forensic computer auditor at Licensor's expense unless such audit reveals noncompliance with the terms of this section or any Order Schedule by Licensee. All the books and records of Licensee and the information obtained therefrom will be held in confidence by Licensor and its forensic computer auditors, except with respect to a dispute between the parties. Licensee shall not use any portion of the Content Services or Information to create a database proprietary to Licensee or any of its affiliates.

(d) Survival. The provisions of this Article V and Articles VI, VII and VIII shall survive the expiration or termination of this Agreement.

#### ARTICLE VI INDEMNIFICATION; WARRANTIES; LIMITATION OF LIABILITY

##### Section 6.01 Indemnification.

(a) Licensee agrees to indemnify, defend and hold harmless Licensor and its officers, directors, employees and agents from and against any and all any and all losses, damages, expenses, liabilities (whether fixed or contingent, known or unknown), liens, fines, deficiencies, costs and obligations ("Losses") relating to or arising out of:

(i) the inaccuracy, breach or violation of any of the representations or warranties made by Licensee pursuant to this Agreement or any Order Schedule; (ii) the breach of any covenant or other agreement on the part of Licensee under this Agreement or any Order Schedule, on the part of any Client under the applicable Client Agreement or trial agreement; (iii) any allegation that changes made by Licensee (or anyone authorized by Licensee) to any Information or Content Services infringe the intellectual property rights of any third party, and such claim of infringement is a result of Licensee's use of the Information or Content Services in a manner not contemplated by this Agreement or the applicable Order Schedule; and (iv) any and all taxes that may be imposed upon or assessed against Licensor as a result of the existence or operation of this Agreement or any Order Schedule, except for any such tax constituting an income tax imposed upon Licensor by any governmental entity.

(b) Licensor covenants and agrees to indemnify, defend and hold Licensee harmless from and against any and all Losses relating to or arising out of:

(i) the inaccuracy, breach or violation of any of the representations or warranties made by Licensor pursuant to this Agreement; (ii) the breach of any covenant or other agreement on the part of Licensor under this

Agreement; and (iii) any allegation that the Information or any Content Services, as delivered to Licensee, infringe the intellectual property rights of any third party.

(c) The indemnifying party shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, except that the indemnified party, may, in its sole discretion, participate in the defense of any such claim or action at its own expense, unless the named parties in such claim or action include both the indemnifying party and indemnified party and representation of such parties by the same counsel would be inappropriate due to actual or differing interests between them, in which case the indemnified party shall be entitled to retain its own counsel. Under such circumstances, the indemnifying party shall reimburse the indemnified party for the indemnified party's reasonable attorney's fees and expenses. Without limiting the foregoing, the indemnifying party may not, without the indemnified party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant indemnitees from all liability arising out of such commenced or threatened claim or action, and (b) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the relevant indemnitees or otherwise adversely affect any of them.

(d) The indemnified party shall provide prompt written notice of any claim or action to the indemnifying party. The omission by the indemnified party to give notice to the indemnifying party of any claim or action as provided herein shall not relieve the indemnifying party of its indemnification obligation under this Agreement except to the extent that such omission results in a failure of actual notice to the indemnifying party and the indemnifying party is materially damaged as a result of such failure to give notice.

Section 6.02. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE INFORMATION AND THE CONTENT SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SUBSCRIPTION, MATERIALS AND INFORMATION MADE AVAILABLE) IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATABILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, LICENSOR AND ITS AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE INFORMATION OR THE CONTENT SERVICES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY LICENSOR. LICENSOR DOES NOT WARRANT (I) THAT THE AVAILABILITY OF THE INFORMATION OR THE CONTENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (II) THAT DEFECTS OR ANY ERRORS WILL BE CORRECTED, (III) THAT THE INFORMATION OR THE CONTENT SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR (IV) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE INFORMATION OR THE CONTENT SERVICES WILL BE ACCURATE OR RELIABLE OR THAT THE QUALITY OF ANY INFORMATION OR THE CONTENT SERVICES WILL MEET LICENSEE'S EXPECTATIONS. RETRIEVAL OF THE INFORMATION AND THE CONTENT SERVICES IS DONE AT LICENSEE'S OWN DISCRETION AND RISK AND LICENSEE WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR

INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM LICENSOR OR AS INFORMATION OR THE CONTENT SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

### 6.03. LIMITATION OF LIABILITY.

(a) UNDER NO CIRCUMSTANCES SHALL LICENSOR OR ITS AFFILIATES, OR ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR LICENSOR OR ITS AFFILIATES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (I) THE USE OF, OR THE INABILITY TO USE, THE INFORMATION OR THE CONTENT SERVICES, EVEN IF LICENSOR, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE'S TRANSMISSIONS OR DATA, (III) STATEMENTS OF ANY THIRD PARTY WITHIN THE INFORMATION OR THE CONTENT SERVICES OR (IV) ANY OTHER MATTER RELATING TO THE INFORMATION OR THE CONTENT SERVICES. THE TOTAL LIABILITY OF LICENSOR AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY LICENSEE FOR ACCESS AND USE OF THE INFORMATION AND THE CONTENT SERVICES IN THE APPLICABLE TERM OR IN ANY ONE RENEWAL TERM UNDER THE APPLICABLE ORDER SCHEDULE. LICENSEE HEREBY RELEASES LICENSOR AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO LICENSEE.

(b) EXCEPT WITH RESPECT TO THE INDEMNITY IN PARAGRAPH 6.03(a) HEREIN, IN NO EVENT SHALL LICENSEE BE LIABLE TO LICENSOR FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), ARISING IN CONNECTION WITH THIS AGREEMENT OR USE OF THE INFORMATION OR THE CONTENT SERVICES. EXCEPT WITH RESPECT TO THE INDEMNITY IN PARAGRAPH 6.03(a) HEREIN, (A) THE TOTAL LIABILITY OF LICENSEE HEREUNDER IS LIMITED TO THE AMOUNT REQUIRED TO BE PAID BY LICENSEE HEREUNDER AND (B) LICENSOR HEREBY RELEASES LICENSEE FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

## ARTICLE VII CONFIDENTIALITY

### Section 7.01. Confidentiality.

(a) For purposes of this Agreement, "Confidential Information" shall mean, with respect to either party, any and all confidential or proprietary knowledge, data information or material, which relates to past, present or future products, research and development, inventions, processes, techniques, designs or technical information and data, including, without limitation, (i) trade secrets, inventions, mask works, ideas, processes, formulas, source code, data, programs,



other works of authorship, know-how, trade dress, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Trade Secrets"), and (ii) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers and information relating to any of the foregoing or other proprietary financial, commercial, business or technical information of such party which are disclosed by such party to the other. Confidential Information includes not only written information but also information transmitted orally, visually, electronically or by any other means and includes all notes, analyses, compilations, studies or other documents. Notwithstanding the foregoing, Confidential Information shall not include the information that (i) is within the public domain or has been publicly disclosed; (ii) was in the unrestricted possession of the disclosing party prior to receipt from the other party; (iii) is received by the disclosing party from a third party not under an obligation of confidentiality to either party, provided that such source did not obtain the information from an entity or person prohibited from disclosing such information by a legal, contractual or fiduciary obligation to such party; or (iv) a party is required to disclose through legal process or in connection with a review by any governmental or self-regulatory entity; provided, however, that such party shall first provide the other party with a reasonable opportunity to seek protective legal treatment for such Confidential Information.

(b) Each party agrees that Confidential Information received by such party, its affiliates or their respective directors officers, employees, agents or advisors (a "Recipient") pursuant to this Agreement will be used exclusively for the purpose of performing the obligations contained in this Agreement, and that such information will be kept confidential by the Recipient, provided that any such Confidential Information may be disclosed by the Recipient to a limited group of its own employees, directors, officers, agents and outside advisors ("Representatives") who are actually engaged in, and need to know such Confidential Information to perform their duties, each of whom must be advised of the confidential nature of the Confidential Information and of the terms of this Agreement and must agree to abide by such terms. Recipient will use its best efforts to cause such Representatives to comply with the terms of this paragraph 9 and shall be responsible for any breach of this Article VII by its Representatives.

(c) Recipient acknowledges that a breach, actual or threatened, of any term or condition of this Article VII by Recipient will cause immediate and irreparable harm to the other party, and that the other party, its agents and representatives shall be entitled to immediate injunctive relief and/or specific performance from a court of competent jurisdiction, without having to prove irreparable harm and Recipient shall stipulate to such court that such irreparable harm exists. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Article VII but shall be in addition to all other remedies available at law or in equity.

## ARTICLE VIII MISCELLANEOUS

### Section 8.01.

(a) Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable by Licensee (including by operation of law in connection with a merger or consolidation of Licensee) without the prior written consent of the other party hereto. Any attempted assignment in violation of this Section 8.01(a) shall be void.

(b) Amendment. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms thereof may be waived, only by a written instrument signed by Licensor and Licensee or, in the case of a waiver, by Licensor or Licensee, as the case may be, waiving compliance. No delay on the part of any party in exercising any right, power or privileged, and no single or partial exercise of any such right shall preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any other party may otherwise have at law or in equity.

(c) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

(d) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by facsimile or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand or facsimile, or if mailed, three days after mailing (one business day in the case of express mail or overnight courier service), as follows:

(i) if to Licensor,

FactSet Research Systems Inc.  
601 Merritt 7  
Norwalk, CT 06851

Attention: Adam Barkin

with a copy to:

FactSet Research Systems Inc.  
601 Merritt 7  
Norwalk, CT 06851  
Attention: Rachel R. Stern, General Counsel

(ii) if to Licensee,

Wall Street On Demand, Inc.  
5718 Central Avenue  
Boulder, CO 80301  
Attention: Sofia Rossato

(e) Interpretation; Exhibits and Schedules. The headings contained in this Agreement, in any Exhibit or Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein, shall have the meaning as defined in this Agreement. When a reference is made in this Agreement to a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated.

(f) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

(g) Entire Agreement. This Agreement along with the Schedules and Exhibits hereto contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. Neither party shall be liable or bound to any other party in any manner by any representations, warranties or covenants relating to such subject matter except as specifically set forth herein.

(h) Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

(i) Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (i) the Supreme Court of the State of New York, New York County, and (ii) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby or thereby. Each of Licensor and Licensee agrees to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

(k) Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any transaction contemplated hereby.

(l) Independent Contractors. The relationship created hereunder between Licensor and Licensee shall be solely that of independent contractors entering into an agreement. No representations or assertions shall be made or actions taken by either party which could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement.

(m) Force Majeure. Neither Licensor nor Licensee shall bear any responsibility or liability for any losses arising out of any delay in or interruption of their performance of their obligations under this Agreement due to any act of God, governmental authority, or public enemy or due to war, riot, fire, flood, civil commotion, insurrection, general banking failure, labor difficulty (including, without limitation, any strike or other work stoppage or slowdown) severe weather condition, epidemic or other cause beyond the reasonable control of the party affected. Should any event of force majeure continue for a period of three months or more then either party may terminate this Agreement upon written notice to the other party.

(Remainder of page intentionally left blank)

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

IN WITNESS WHEREOF, Licensee and Licensor have duly executed this Agreement effective as of the date first written above.

FACTSET RESEARCH SYSTEMS INC.

By: Michael M. Kennedy  
Name: Michael M. Kennedy  
Title: Director, IR

WALL STREET ON DEMAND, INC.

By: James J. Tynan  
Name: James Tynan  
Title: President & CEO

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

EXHIBIT A  
CLIENT DEFINITION

A "Client" shall mean any entity with that has a contractual arrangement with Licensee in writing for the purpose of obtaining the Content (each, a "Client Agreement"). The Client Agreement shall be substantially in the form of Annex A-1 hereto.

Furthermore, a Client must primarily in the business of online brokerage, retail brokerage, discount brokerage, or the creation or maintenance of one or more financial websites or portals.

Clients fall into one of the three segmentations, "Large", "Medium" and "Small" described in detail below:

Large Clients can be further defined as 1) open web sites that have greater than 5,000,000 page views per month, or 2) registration-required web sites that have greater than 100,000 registered users.

Medium Clients can be further defined as 1) open web sites that have greater than 2,500,000 but less than 5,000,000 page views per month, or, 2) registration-required web sites that have greater than 50,000 but less than 100,000 registered users.

Small Clients can be further defined as 1) open web sites that have less than 2,500,000 page views per month, or 2) registration-required web sites that have less than 50,000 registered users.

ANNEX A-1  
FORM OF CLIENT AGREEMENT

## WSOD Contract Template

**Client Name** CLIENT NAME, INC.  
**Client Address** 213 Main Street  
 Anytown, USA 99999  
**Incorporation State** STATE  
**Effective Date** June 1, 2004  
**Date of this contract** May 20, 2004  
**draft**  
**SOW#1 Start Date** June 1, 2004

To update these fields

1. select all,
2. choose "Update Field" from the context (right-click) menu,
3. update the values in the resulting dialog boxes
4. name and save the contract
5. close the contract and then open it
6. repeat steps 1 & 2 above
7. your updates will appear in the dialogue boxes – just click OK on each to accept
8. the fields should now be updated.

This page is not part of the contract document, and may be deleted from a copy sent to a client.

## MASTER SERVICE AGREEMENT

SERVICE PROVIDER		CLIENT	
WALL STREET ON DEMAND, INC. (WSOD)		CLIENT NAME, INC.	
PRINCIPAL OFFICE		PRINCIPAL OFFICE	
5718 Central Avenue Boulder, CO 80301		213 Main Street Anytown, USA 99999	
INCORPORATION		INCORPORATION	
Delaware		STATE	

WSOD CLIENT NUMBER	EFFECTIVE DATE
	June 1, 2004

The entirety of this Agreement consists of the attached Master Service Agreement and/or any Statements of Work. Together, these documents are referred to as the Agreement. By signing below, each party agrees that it has read the Agreement and will be bound by it with effect from June 1, 2004. This date is referred to as the Effective Date. This Agreement is made and entered into as of the Effective Date by and between Wall Street On Demand Inc. (WSOD), a Delaware corporation having a principal place of business at 5718 Central Avenue, Boulder, Colorado, and CLIENT NAME, INC. (Client), a STATE corporation having a place of business at 213 Main Street Anytown, USA 99999.

Further, WSOD's undersigned, and Client's undersigned, are agents of their respective entities and possess the requisite power and authority to enter into the Agreement, binding their respective business entities to the terms contained herein. The terms and conditions of this agreement do not constitute a breach, or violation of, or constitute a default under any material agreement to which WSOD or Client is bound.

ACCEPTED WALL STREET ON DEMAND, INC.	ACCEPTED CLIENT NAME, INC.
SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME
James Tanner	
TITLE	TITLE
President & CEO	
DATE OF SIGNATURE	DATE OF SIGNATURE

WSOD and Client agree as follows:

## 1 Definitions

**Addendum** means any written document signed by both parties for the express purpose of adding additional terms to this Agreement or amending the terms contained herein. Any amended terms must expressly state the original terms and the new substitution or alteration. Any Addendum shall not be binding on either party until it has been signed by authorized agents of both WSOD and Client.

**Service Fees** means fees and reasonable costs payable by Client for the performance of *WSOD Services* as detailed in each *Statement of Work*.

**WSOD Services** means the services detailed in a *Statement of Work*, and will often include design work, consulting work, aggregation work, reporting and hosting work.

**Customized Solution** means any software product, functionality design, report design or service implementation (and any associated *Documentation* and Updates) developed by WSOD for Client under the terms of a *Statement of Work*, or other relevant *Documentation*.

**Documentation** means any standard written material in machine readable or printed form that describes the design, functions, operation or use of the *Customized Solution*.

**Statement of Work** means a written document, in a form prescribed by WSOD, signed by both parties regarding tasks to be performed and/or items to be delivered under this Agreement. Statements of Work shall be controlling with regard to the specifications for each project, fee amounts, delivery dates, services to be performed, and the duration of each project. Otherwise, if the terms of this Master Services Agreement and any *Statement of Work* conflict, the terms of the Master Services Agreement shall control. A *Statement of Work* shall not be binding on either party until it has been signed by both parties.

## 2 Provision of Services



2.1 *WSOD Services* will be documented in a *Statement of Work* and the *Statement of Work* will specify whether such services will be provided on a fixed-price basis or a time and materials basis, or volume. Each *Statement of Work* shall be given a sequential number so as to keep track of all signed *Statements of Work*.

2.2 Client shall provide WSOD with full cooperation to facilitate proper and prompt performance of the *WSOD Services*, including:

- a) providing WSOD with specific and detailed information concerning Client's use of, and providing reasonable access to, any applicable software; and
- b) providing WSOD adequate access to Client's personnel who have sufficient experience to coordinate and assist WSOD in the provision of the *WSOD Services*.

### 3 **Payments and Fees**

3.1 **Fees.** On the payment dates specified on the relevant *Statement of Work*, Client shall pay to WSOD the *Service Fees* and WSOD charges as set forth in the applicable *Statement of Work*. Unless otherwise specified in the applicable *Statement of Work*, all *Services* shall be billed by WSOD to Client monthly in arrears.

3.2 **Payment of Invoices.** All undisputed *Service Fees* are (unless otherwise indicated on the relevant *Statement of Work*) payable 30 days after the date of the relevant invoice. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, will be applied to all amounts not paid when due. Client shall, within 15 days of receipt of any invoice, provide written notice to WSOD of any dispute setting forth in reasonable detail the reason for such dispute.

3.3 **Billing Errors.** If Wall Street On Demand makes a billing mistake that results in a credit to Client, that credit will be due within 15 days of discovery, or on the next invoice, whichever is sooner.

3.4 **Currency and Method of Payments.** Unless otherwise specified, *Service Fees* are quoted, and all payments shall be made in, United States dollars.

3.5 Payments to Third Party Information Providers. Where necessary in an applicable statement of work, Wall Street On Demand will pay any the information providers on time, according to the terms in its agreements with those providers.

### 4 **Taxes**

4.1 **Payment of Taxes.** In addition to the *Service Fees*, Client will pay to WSOD or to the relevant taxing authority, as appropriate, any applicable taxes or duties (excluding taxes levied or imposed on WSOD income) payable under this Agreement, so that after payment of such taxes and duties the amount received by WSOD is not less than the *Service Fees*.

### 5 **Title**

5.1 **WSOD Property.** Unless otherwise agreed in a *Statement of Work*, Client acknowledges that the only rights it has to the *Customized Solution* under this Agreement are non-exclusive rights under license. Client agrees not to use the *Customized Solution* other than as licensed under this Agreement. The parties acknowledge that performance of this Agreement may result in the development by WSOD of new concepts, software, methods, techniques, processes, adaptations and ideas, in addition to WSOD prior technology, which may be embodied in the *Customized Solution*. Unless otherwise agreed in the *Statement of Work*, the parties agree that the same shall belong to WSOD exclusively.

5.2 Certain unique products, implementations, materials, software, applications, and/or features ("Unique Features") may be suggested by the Client during the course of business for which the Client requires exclusive ownership of all intellectual property rights. Unique Features need to be defined as such by the claiming party when they are discussed by the parties in a relevant *Statement of Work*, or equivalent *Documentation*. Unique Features will remain exclusive to the claiming party, unless the non-claiming party requests and receives permission from the claiming party to utilize the Unique Feature elsewhere. To the extent required in order to perform the *WSOD Services*, Client shall grant WSOD a license to use such intellectual property for inclusion in the *Customized Solution* to be delivered to Client under this *Statement of Work*.

5.3 Notwithstanding the foregoing, in the event Client contributes any know how, technology, concepts, ideas, inventions or similar property ("Client Intellectual Property") and such rights in such Client Intellectual Property are able to be protected under applicable law, Client shall retain all such rights exclusively for the life of such rights, including without limitation, all rights under patent law. To the extent required in order to perform the *WSOD Services*, Client shall grant WSOD a license to use such Client Intellectual Property for inclusion in the *Customized Solution* to be delivered to Client under this *Statement of Work*.

### 6 **Licenses**

6.1 WSOD grants to Client a non-transferable, non-assignable, non-sub licensable, license to use the *Customized Solution*.

6.2 **License Limitations.** The licenses granted shall be subject to the following limitation: Client shall only give access to the *Customized Solution* to entitled users, and use such *Customized Solution* only at the web sites which are set forth on the relevant *Statement of Work*.

6.3 **Client Patents.** The Client shall agree to hold WSOD harmless from any infringement of its intellectual property, including but not limited to patents, trademarks, and copyrights for the duration of this Agreement.

### 7 **Termination**

7.1 **Term.** This Agreement and the licenses granted under it will remain in effect so long as any services are ongoing between WSOD and Client, or so long as any *Statement of Work* has not reached completion. In the event that this Agreement should lapse due to a completion of services and all *Statements of Work*, the execution of an additional *Statement of Work* by both parties shall automatically reinstate the terms of the Agreement.

7.2 **Termination.** Either party may terminate this Agreement or any individual *Statement of Work* (within the timescales set out below) if the other party:

- a) commits a material breach of this Agreement which is incapable of remedy. Such termination shall be effective immediately upon giving Notice pursuant to Section 11;
- b) commits a material breach of this Agreement, which remains unremedied 30 days after receipt of notice. In this event, the non-breaching party shall have the option, to be exercised at its sole discretion, to terminate immediately without further notice, at the end of the 30 day notice period; or
- c) makes an assignment for the benefit of its creditors, files or has filed against it a petition under any bankruptcy, insolvency, reorganization or similar law, appoints or has appointed against it a trustee or receiver for any of its property or commences or has commenced against it (by resolution or otherwise) the liquidation or winding-up of its affairs, which termination shall be effective immediately upon giving Notice pursuant to Section 11
- d) In any of the events in Section 7.2 or 7.3, where Client is the breaching party, upon termination of a *Statement of Work* or this Agreement, Client shall pay any outstanding fees accrued through the date of termination. Further, the full amount

- payable under all applicable Statements of Work shall be accelerated, becoming fully due and payable upon a termination of this Agreement under the terms of this section.
- 7.3 Material Breach.** Notice of a Material Breach must be sent pursuant to the terms set forth in section 11. Material Breach includes, but is not limited to:
- any breach of the terms of the license provisions in this Master Service Agreement, or any applicable Statement of Work;
  - any failure to make complete and timely payments under the terms of this Master Service Agreement or any *Statement of Work*.
- 7.4 Statement of Work.** The parties' termination for any reason of any individual *Statement of Work* shall not result in a termination of this Agreement but shall result in only the termination of the relevant *Statement of Work*. The provisions of this Agreement relating to the effects of termination shall apply to each *Statement of Work* as an independent contract.
- 7.5 Obligations upon Termination.** Upon termination of a *Statement of Work* pursuant to which *Customized Solution* was developed, if WSOD retains ownership of the *Customized Solution* Client will cease using, displaying, marketing, or employing the *Customized Solution* in any form. Further WSOD retains all rights to derivative works based in any way upon the *Customized Solution* including but not limited to materials, products, software, designs or services which may relate to the *Customized Solution*.
- 7.6 Survival.** The respective rights and obligations of the parties under Clauses 5, 7.4, 9, 10 and 14 shall survive any termination of this Agreement.
- 8 Warranties and Indemnities**
- 8.1 Mutual Warranties.** Each party warrants that:
- it has full power to enter into and perform its obligations under this Agreement;
  - it has obtained all necessary corporate approvals to enter into and execute this Agreement; and
  - its performance under this Agreement does not or shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound.
- 8.2 WSOD Warranty.** WSOD warrants to Client that the Wall Street On Demand Services shall be of a professional quality conforming to generally accepted industry standards and practices, in addition to the standards outlined in the attached Service Level Agreement agreed to by Client and WSOD. In the performance of its obligations under this Agreement, WSOD shall comply with all laws and regulations of all applicable governmental authorities.
- 8.3 Disclaimer of Warranties.** Except as expressly set forth in this agreement or a *Statement of Work*, there are no other warranties with respect to the services provided under this agreement. Client acknowledges that the information displayed by the Wall Street On Demand Service is obtained by Wall Street On Demand from various sources which Wall Street On Demand and Client believe to be reliable, that transmission of the Content is accomplished by communications facilities over which Wall Street On Demand has no control, and that Wall Street On Demand assumes no responsibility for such content or for outages or for interruptions of service. Except as expressly set forth in this agreement or a *Statement of Work*, Wall Street On Demand and its suppliers make no warranty or representation that the *Customized Solution* will meet client's requirements or that the content displayed will be error free or be received by WSOD without interruption. WSOD and its suppliers make and client receives no other warranties whether express, implied, statutory, or otherwise arising from course of dealing or usage of trade, and WSOD expressly disclaims all other warranties, including the implied warranties of merchantability, non-infringement and fitness for a particular purpose.
- 8.4 Customer Agreements.** Client will be responsible for making sure that all of the end-users of the Customized Service sign an agreement that protects and indemnifies Wall Street On Demand and its vendors from any liability for problems related to the accuracy or timely delivery of data.
- 8.5 Exclusion of special damages.** Neither party nor its suppliers shall be liable for any indirect, special, incidental, punitive, or consequential damages, loss of profits, economic loss, loss of business, or loss of data or computer files or programs, even if advised of the possibility of such damages. The foregoing shall apply regardless of whether such liability is based in contract, tort, (including but not limited to gross negligence) and strict liability or any other theory of legal liability.
- 8.6 Limitation of Liability.** For *WSOD Services* performed under a *Statement of Work*, WSOD shall not be liable to Client, or any 3<sup>rd</sup> party, for an amount greater than that having then been paid by Client to WSOD under that *Statement of Work*. Client agrees that the fees reflect full consideration for the allocation of risk as set forth in this Clause.
- 8.7 Indemnity by WSOD.** WSOD agrees to indemnify Client against any Damages Client may suffer provided that
- WSOD is notified in writing of such Action within thirty (30) days of receipt of notice of such Action;
  - WSOD shall have the sole control of the defense and/or settlement thereof;
  - the Client furnishes to WSOD on request, information available to the Client for defense of such action;
  - the Client cooperates, and agrees to work with WSOD in good faith, in any defense and/or settlement of such Action;
  - the Client shall not admit any such Action or any allegations made in such Action without the prior written consent of WSOD.
- 8.8 Indemnification by WSOD to Client shall extend only to Damages due to:**
- any misrepresentation or breach of warranty by WSOD contained in this Agreement;
  - any breach of WSOD obligations under this Agreement; or
  - any claim that the WSOD Services, Documentation, Customized Solution or any other product or service delivered or performed by WSOD pursuant to this Agreement or any Statement of Work infringes any intellectual property right of any third party.
- 8.9 WSOD's indemnity obligation under Section 8.8(c) shall not apply to:**
- any claim that arises out of the substance of a specific direction from Client to WSOD to add or modify a functionality in the WSOD Services or Customized Solution;
  - any intellectual property owned by Client that is not part of the materials created by WSOD and delivered to Client as part of the Customized Solution hereunder and
  - any third party claims against Client asserting that the Customized Solution infringes any patent claiming exclusive rights over a technology, method or invention that is in such widespread unlicensed use by third parties as to be considered a fundamental public domain element of the Internet (e.g. the hyperlink) and where (a) WSOD did not at the time it rendered the WSOD Services have actual knowledge that the Customized Solution as used by Client in the manner contemplated in a Statement of Work infringed such patent.

**8.10 Customer Agreements.** Client will be responsible for ensuring that all Client's end-users of the Customized Service sign an agreement releasing Wall Street On Demand and its vendors from any liability for problems related to the accuracy or timely delivery of data.

**9 Governing Law, Jurisdiction, Third Party Rights**

**9.1** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to the principals thereof relating to conflict of laws. Both parties consent to the exclusive jurisdiction of any state or federal court sitting in the State of Colorado, and of any court to which an appeal there from 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.

**9.2** Despite anything to the contrary in this Agreement, the prevailing party in any claim shall have the right to collect its reasonable expenses incurred in enforcing this Agreement, including but not limited to reasonable attorneys' fees.

**10 Confidentiality**

**10.1 Confidentiality Obligations.** Either party (the Disclosing Party) may from time to time disclose Confidential Information to the other party (the Recipient). Confidential Information is all nonpublic information concerning the business, technology, internal structure and strategies of the Disclosing Party which is conveyed to the Recipient verbally or in tangible form and is either marked as "confidential" or which due to the circumstances surrounding its disclosure, should be reasonably construed as confidential. During the term of this Agreement and for so long as the Confidential Information retains commercial value, Recipient will keep in confidence and will not disclose, or permit any employee, agent or other person working under Recipient's direction to disclose any Confidential Information to any other person. Recipient will employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent disclosure of the Confidential Information as Recipient employs with respect to its own confidential information.

**10.2 Permitted Disclosures.** There will be no obligations on Recipient with respect to any Confidential Information which:

- a) is now generally known or available or which, subsequently through no act or failure to act on the part of Recipient, becomes generally known or available;
- b) is rightfully known to Recipient at the time of receiving such information;
- c) is provided to Recipient by a third party without restriction on disclosure and without Recipient having actual notice or reason to know that the third party lacks authority to provide it;
- d) is independently developed by Recipient; or
- e) is required to be disclosed by operation of law or by any government or regulatory authority.

**10.3 Obligations upon Termination.** Upon termination of this Agreement, each party shall, at the other party's option, either return or destroy all software and Confidential Information of the other party.

**11 Notices**

**11.1** Notices deliverable under this Master Service Agreement shall be given in writing, addressed to the executing parties of the applicable Statement of Work, or their replacements, and shall be deemed to have been given either one day after being given to an express overnight carrier with a reliable system for tracking delivery; or when sent by a facsimile promptly and specifically confirmed by telephone, with another copy sent by express overnight carrier with a reliable system for tracking delivery; or if by e-mail, and the recipient has acknowledged receipt with an e-mail of his or her own

**12 Change Control**

Any change to the WSOD Services will be referred to as a Change and be subject to a notice (Change Notice) in accordance with the following Change procedure. Either party may request a Change and issue a Change Notice. A Change Notice can be in any form but must provide reasonable details of the Change and, if possible, the party's estimate of the effect (if any) of the Change on the price, its impact on delivery dates, the manpower required and any other effect which it considers the Change will have. The other party will respond in writing by return if possible, but in any event within 7 calendar days of receipt of the Change Notice, indicating whether or not it accepts the Change, and giving its own estimate of the effects which the Change will have, including any costs and timing issues expected to arise in connection with evaluating the Change. Each party shall respond to all further correspondence by return if possible, but in any event within 7 calendar days of receipt of previous correspondence, until agreement on the Change is reached and recorded in an agreed contract amendment signed by both parties. Neither party shall be under any obligation to accept any Change that is not subject to such an agreed contract amendment.

**13 General**

**13.1 Assignment.** Neither party may transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Clause 13.1 shall not be construed as limiting WSOD right to use subcontractors to carry out any of its obligations under this Agreement. WSOD shall remain liable for any such services provided by a subcontractor. Any assignment not in conformity with this Clause 13.1 is void.

**13.2 Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all proposals, verbal or written, and all other representations, statements, negotiations and undertakings relating to such subject matter. In entering this Agreement, neither party has relied on any statement, warranty or representation (except in the case of fraud) made by the other save as set out in this Agreement. No change in, addition to, or waiver of any provision of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. Failure of either Party to complain of any act or omission of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. No waiver by any Party at any time of any other provision of this Agreement shall be deemed a waiver or breach of any other provision of this Agreement or consent to any subsequent breach of the same of any other provision hereunder. If any act or omission by any Party shall require the consent of approval of another Party, such consent or approval of such act or omission on any one occasion shall not be deemed a consent to or approval of said act or omission on any subsequent occasion or consent to or approval of any other acts or omission on the same or any subsequent occasion.

**13.3 Negotiated Terms.** The language, terms, conditions, and provisions of this Agreement and any Exhibit are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

**13.4 Headings.** The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

**13.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in effect and this Agreement shall be read as though the offending provision had not been written.

**13.6 Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed effective as if each party had signed each such counterpart.

**13.7 Export Compliance.** Client acknowledges that certain software developed hereunder may be subject to United States or other export regulations for high-technology items and agrees to comply with all such regulations.

**13.8 Force Majeure.** Neither party shall be liable for any failure to perform (except payment obligations) under this Agreement if prevented from doing so by acts of God, strikes, lock-outs, governmental orders or restrictions, war, threat of war, hostilities, revolution, riots, epidemics, fire, earthquake, flood or other occurrence that could not with reasonable diligence be controlled or prevented by the party. Any failure to perform shall be cured as soon as reasonably practical by the non-performing party. Any event of force majeure that continues for more than 90 days shall entitle the other party to terminate upon serving notice on the non-performing party.

**13.9 Privacy.** WSOD shall not collect any information about the manner in which Client, or any of Client's customers, uses the Customized Solution including, without limitation, individualized or aggregated data related to activity on WSOD networks, nor shall WSOD employ cookies or software tools of a similar nature, absent the specific written permission of Client; provided however, that WSOD shall have the right to collect aggregated and individual tracking data related to activity on WSOD networks, and use cookies in connection therewith, so long as such aggregated data does not reveal any Customer Data and is used solely in connection with WSOD's provision of the services contracted for herein. Customer Data means the nonpublic personal information of Client's customers or prospective customers (and/or those of Client's parent, affiliated or subsidiary companies) received by WSOD in connection with the performance of its obligations under this Agreement, including, but not limited to (i) an individual's name, address, e-mail address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Client and/or its parent, affiliated or subsidiary companies, or (iii) an individual's account information.

**13.10 Independent Contractor.** WSOD and Client agree that WSOD's relationship is that of an independent contractor.

#### **14 Service Level Agreement**

**14.1** WSOD agrees to provide Client with maintenance and support services which shall consist of the following:

- a) WSOD will be available by telephone to receive requests for maintenance and support services (i) twenty-four hours per day, seven days per week for problems with the Customized Service which compromise production processing and (ii) normal business hours (8:00 AM – 6:00 PM ET) for questions about the Customized Service and problems with the Customized Service which do not compromise production processing.
- b) Problem Severity. Problems with the WSOD Customized Service will be classified according to the impact that they have on Client.

**Level One** — any problem that prevents Client from processing customer orders or prevents Client from performing required back office functionality.

**Level Two** — any problem that impacts Client's ability to perform required functionality and for which there is a manual work around.

**Level Three** — any problem where the WSOD software system fails to process as per the system documentation. However, the impact of this problem on Client is minor.

The following table defines the obligations of WSOD to respond to problems with the WSOD software system when operated in Client's data center:

	Severity Definition	Examples	Target Notification Time	Status Updates
	Critical Impact Enterprise-wide outages (no work-around) Device or service outage affecting all sites (no work-around)	Enterprise-wide outages (no work-around) All communication lines are down Device or service outage affecting all sites (no work-around)	Within 15 minutes	Every 30 minutes
	Major Impact Outages or functionality incidents affecting one site but some clients are still able to use the service satisfactorily	All the servers on one data center are completely down or complete component outage (e.g. rankings fall on all servers)	Within 30 minutes	Every 1 hour
	Moderate Impact Outages or functionality incidents which do not prevent the clients from using the services	A partial component outage of some servers or a disruption of the redundancy model A particular piece of functionality is impaired on limited set of servers (e.g. a quote retrieval system is failing for a specific symbol on a single server instance, or one WAN line is down)	Within 4 hours	Every 1 hour
	Minor Impact Incidents or issues are not impacting on the satisfactory operation of the service	One server is down (seamless to the end users) or a minor data disruption such as a blank High Low for a symbol	Within 24 hours	

## Client

**14.2 Availability** - "Availability" means the amount of time in a calendar month during which Client may access and has use of the Customized Solution. "Available Hours" means all times of day and night, 7 days a week, 365 days a year, excluding Scheduled Outages.

**14.3 Uptime** - "Uptime" shall be calculated as a percentage by taking the total number of minutes within the Available Hours for the month, minus the total number of minutes of Monitored Product Failure divided by the total number of minutes within the Available Hours for the month. For example, in a thirty day month, there are 43,200 minutes, assuming all the minutes in the month are counted as Available Hours. During this month, 432 minutes of Monitored Product Failures would constitute a 1% loss of Uptime (432/43,200 = 1%). Uptime in a month with 432 minutes of Monitored Product Failure would be 99%.

**14.4 Exclusions** - WSOD is responsible for resolving all System, and Application related problems. Degraded Performance due to Client's infrastructure, or telecommunications failure beyond WSOD's control will not affect service level performance standards for purposes of the Service Level calculations.

- Scheduled Outage** - A Scheduled Outage shall be defined as the period once each calendar month not to exceed four consecutive hours in length during which the System shall be inaccessible. Scheduled Outages will occur on Saturday of the first full weekend of the month between 10:00pm and 4:00am Eastern time. WSOD may require additional time; any additional time taken is not considered a Scheduled Outage. Scheduled Outages are excluded from System Availability calculations.
- The testing periods will exclude any non-scheduled and scheduled outages of the Third Party Monitoring Provider.
- The testing periods will exclude any failure due to any third party telecommunications provider.
- Connections that fail due to unavailability of a third party provider of the Client will not be included in the service level performance calculations.
- The failure of any third party hardware or software to perform in accordance with its manufacturer's specifications that is not caused by WSOD negligence or willful misconduct will be excluded from the testing periods.

**14.5 Monitoring** - WSOD and Client will agree on System pages to monitor. Each page shall be monitored from more than one location outside of WSOD's network on a round-robin basis at least once every five minutes. A page will fail a monitoring test (a Monitored Product Failure) if all monitoring locations fail to access a page in two successive tries from each monitoring location.

**14.6 Remedies** - Following the launch of the Customized Solution, the following remedies shall be available to Client for a failure of the WSOD Services to meet the specified service levels:

<delete this section and following table if no penalties>

Uptime	Credit	Action
Less than 99.5%	None	WSOD shall devote dedicated resources to review and assess the cause of degradation to the Services, and shall provide Client with written documentation as to the cause of the degradation, and the proposed or implemented solution to remedy such degradation in the Services.
Less than 97.0% for 3 consecutive months	5%	Same as above.
Less than 95.0% for 3 consecutive months	10%	Client shall have the option, at its sole discretion, to terminate the Agreement on thirty days' notice to WSOD.
Less than 92.0%	20%	Same as above.

## STATEMENT OF WORK NUMBER #1

### DESIGN, DEVELOPMENT & HOSTING OF <PROJECT NAME>

This *Statement of Work* incorporates by reference all terms and conditions of the *WSOD Master Services Agreement* ("Agreement") between Wall Street On Demand, Inc. and CLIENT NAME, INC. dated June 1, 2004. This *Statement of Work* commences on **June 1, 2004**.

#### 1 Project Description

Wall Street On Demand will design, build and host <... fill in project description here, or otherwise modify this section to suit>

#### 2 Development Schedule

The schedule for this project will be determined after receipt of detailed requirements from the Client. Tentatively, the project will be ready for acceptance testing on <acceptance date> and in production on <production date>.

#### 3 Redundancy <remove this section if we will not be supporting redundant sites>

The current web site will be fully operational in both Wall Street On Demand's primary Boulder data center and its redundant data center in Littleton.

#### 4 Reporting

Wall Street On Demand will provide our monthly standard reporting package when the project is running in production.

#### 5 Service Fee

<Fill in fees, modifying this section to reflect agreed upon prices.>

There will be no development fees, and no volume-related fees.

In consideration of the WSOD deliverables described herein, the monthly Service Fee for the work enumerated in this Statement of Work will be \$XX,XXX.

The Service Fee for all of the work enumerated in this Statement of Work #\_ will be \$\_\_\_\_\_ per month and shall commence the earlier of : when all pages are in a WSOD production environment for access by client ("Launch") or by \_\_\_\_\_, 200X (SOW launch date).

#### 6 Content

<Choose appropriate content language.>

The Client will be responsible for licensing all data content needed for this project. Wall Street On Demand can recommend and make introductions to specific, appropriate content providers, but the Client will be responsible for all agreements with data providers.

<...or...>

Wall Street On Demand will be responsible for purchasing all of the data content required by Client needs for this project. Content fees will be treated as pass-throughs by Wall Street On Demand and will be invoiced to Client along with any Service Fee. Wall Street On Demand will be the contracting party for all data agreements, and will be responsible for paying the content providers for all licensing expenses.

Wall Street On Demand will not mark-up content costs, either explicitly or implicitly. Client has the right to view the applicable content agreements and invoices on-demand.

<Modify following content table or remove it as appropriate.>

Information Provider	Description of Data Package	Package Price
<Provider 1>	Includes content currently on site, plus 4 custom reports delivered to Client directly.	\$XX,XXX/ mo
<Provider 2>	Includes equity recommendations plus 2 html reports.	\$XX,XXX/ mo
<Provider 3>	Includes historical fundamentals database, company snapshot, and data for Screening.	\$XX,XXX/ mo

#### 7 Intellectual Property

Notwithstanding anything in the Agreement to the contrary, the parties agree that the "look and feel" of the web pages (the HTML Design) or PDF reports designed hereunder, to the extent originated and prepared exclusively for Client pursuant to this Agreement, and to the extent copyrightable under United States copyright law, shall belong exclusively to Client.

#### 8 Term

This statement of work will remain in effect for a minimum of two years ("Initial Term"). The Initial Term shall renew for successive renewal terms of one (1) year ("Renewal Term"), unless either party notifies the other in writing of its decision not to extend the term at least ninety (90) days prior to the expiration of the term then in effect.

#### 9 Client Responsibilities

Client shall notify WSOD of any issues relating to the Client's Product which may affect the WSOD Services, including, but not limited to, periods of likely materially increased access to the Client Product (for example caused by promotions), geographical spreads of subscribers and therefore likely access requirements, and changes to the URL.

Client shall provide WSOD with non-binding forecasts of its requirements for Hosting Services as those requirements change.

#### 10 Invoices

All invoices for WSOD services shall be sent to the following representative of Client:

123 Main Tower, Suite 1000

Anytown, USA 00000

Phone: (123) 123 – 1234

Email: invoices@client.com

#### 11 Material Changes and New Functionality

Wall Street On Demand will not charge any additional fees for bug fixes. Wall Street On Demand will make any changes beyond bug fixes at the rate of \$125 an hour, for actual hours worked.

Whenever Client wants a firm bid for additional work, an additional *Statement of Work* will be created for that work.

#### 12 Change Management

WSOD reserves the right, in its sole discretion, to make changes and enhancements to the equipment and software used to provide the Services from time-to-time to maintain operations and as required for problem management and/or system security. WSOD will use commercially reasonable efforts to implement changes during non-peak hours, except for changes required for emergency purposes, which may be made at any time. To the extent reasonable and commercially practicable, Client will be notified in advance of any material changes prior to implementation.

ACCEPTED	ACCEPTED
WALL STREET ON DEMAND, INC.	CLIENT NAME, INC.
SIGNATURE	SIGNATURE
PRINT NAME	PRINT NAME
James Tanner	
TITLE	TITLE
President & CEO	
DATE OF SIGNATURE	DATE OF SIGNATURE

**FORM OF  
CONTENT SERVICE ORDER SCHEDULE  
\_\_\_\_\_, 2006  
(THE "ORDER SCHEDULE")**

This Order Schedule is entered into as of \_\_\_\_\_, 2006 by and among FactSet Research Systems Inc. ("Licensor") and Wall Street On Demand, Inc. ("Licensee"), pursuant to, and incorporates herein by reference the terms and conditions of, the Content Service Master Distribution Agreement, dated as of \_\_\_\_\_, 2006 (the "Agreement"), by and between Licensor and Licensee. Capitalized terms used but not otherwise defined in this Order Schedule will have the meaning ascribed to such terms in the Agreement. In the event of any conflict between the provisions of this Order Schedule and the Agreement, the provisions of this Order Schedule shall control with respect to the Content Service to be provided under this Order Schedule.

I. **CONTENT SERVICE:** Licensor will provide the Content Service set forth below under the terms and conditions of the Agreement and this Order Schedule:

- A. Content Service: [ \_\_\_\_\_ ] (the "Content Service").
- B. Content Service General Description:
- C. Delivery System:

II. **REDISTRIBUTION OF CONTENT SERVICE:** Licensee may redistribute the Content Service to Clients for their use under the terms and conditions of the Agreement and this Order Schedule. The Content Service will be redistributed to Clients via the Delivery Platform, subject to the following:

- A. License Product General Description:
- B. Additional Redistribution Restrictions:
- C. Additional Limitations on Copying, Storage, Requirements for Deletion, Substitution or Removal:

III. **TERM:**

- A. Commencement Date:
- B. Initial Term: [ ] years
- C. Renewal Term Language: [for example, "automatically renews unless either party provides 90 days written notice prior to the end of the then current term"]
- D. Effective Termination Date:

IV. **PAYMENTS:**

- A. Content Service Fees:
- B. Royalty Fees:
- C. Expenses:
- D. Remittance Information:



E. Additional Payment Terms:

V. REPORTING, AUDIT OR VERIFICATION REQUIREMENTS:

A. Additional Reporting Requirements:

B. Audit Requirements:

VI. TRADEMARKS AND ATTRIBUTIONS:

A. Licensor Trademarks:

B. Additional Attribution Guidelines:

IX. OTHER SPECIAL CONDITIONS:

X. MODIFICATIONS:

Any changes, modifications, revisions or amendments to this Order Schedule including any change, modification, revision or amendment to its Appendices must be signed by FactSet and Licensor.

IN WITNESS WHEREOF, the parties have caused this Order Schedule to be executed by their duly authorized representatives.

FACTSET RESEARCH SYSTEMS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WALL STREET ON DEMAND INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM OF  
CONTENT SERVICE ORDER SCHEDULE  
August 1, 2006  
(THE "ORDER SCHEDULE")  
INSIDER TRANSACTION DATA**

This Order Schedule is entered into as of \_\_\_\_\_, 2006 by and among FactSet Research Systems Inc. ("Licensor") and Wall Street On Demand Inc. ("Licensee"), pursuant to, and incorporates herein by reference the terms and conditions of, the Content Service Master Distribution Agreement, dated as of \_\_\_\_\_, 2006 (the "Agreement"), by and between Licensor and Licensee. Capitalized terms used but not otherwise defined in this Order Schedule will have the meaning ascribed to such terms in the Agreement. In the event of any conflict between the provisions of this Order Schedule and the Agreement, the provisions of this Order Schedule shall control with respect to the Content Service to be provided under this Order Schedule.

I. **CONTENT SERVICE:** Licensor will provide the Content Service set forth below under the terms and conditions of the Agreement and this Order Schedule:

- A. Content Service: Insider Transaction Data (the "Content Service").
- B. Content Service General Description: Insider transaction data for U.S. securities based on SEC forms 3, 4, or 5
- C. Delivery System: FTP

II. **REDISTRIBUTION OF CONTENT SERVICE:** Licensee may redistribute the Content Service to Clients for their use under the terms and conditions of the Agreement and this Order Schedule. The Content Service will be redistributed to Clients via the Delivery Platform, subject to the following:

- A. License Product General Description: The Insider Transaction data shall be delivered to Clients as hosted by Licensee
- B. Additional Redistribution Restrictions: None.
- C. Additional Limitations on Copying, Storage, Requirements for Deletion, Substitution or Removal: None.

III. **TERM:**

- A. Commencement Date: August 1, 2006
- B. Initial Term: 3 years
- C. Renewal Term Language: Automatically renews unless either party provides 90 days' written notice prior to the end of the then current term.
- D. Effective Termination Date: July 31, 2009

IV. **PAYMENTS:**

- A. Content Service Fees: None.

- B. Royalty Fees: Royalties shall be payable within 15 days after the end of each calendar month in accordance with the table below.

<u>Client Category</u>	<u>Monthly Royalty per Client</u>
Small	\$500
Medium	\$600
Large	\$650

- C. Expenses: None.

- D. Remittance Information:

FactSet Research Systems Inc.  
601 Merritt 7  
Norwalk, CT 06851  
Attention: Adam Barkin

- E. Additional Payment Terms: Royalties shall be calculated based on the table set forth in paragraph IV.B above, without setoff for any credits, discounts or other accommodations to Clients.

V. REPORTING, AUDIT OR VERIFICATION REQUIREMENTS:

- A. Additional Reporting Requirements: Licensee shall provide a report listing the name of each Client, the category of each Client (i.e., Small, Medium or Large), the name of the Content Service, and the royalty payable in respect of such Client.

VI. TRADEMARKS AND ATTRIBUTIONS:

- A. Licensor Trademarks: © FactSet Research Systems Inc. 200[ ]\*. All rights reserved.

\*Insert appropriate year.

- B. Additional Attribution Guidelines: None.

IX. OTHER SPECIAL CONDITIONS: None.

X. MODIFICATIONS:

Any changes, modifications, revisions or amendments to this Order Schedule including any change, modification, revision or amendment to its Appendices must be signed by FactSet and Licensor.

IN WITNESS WHEREOF, the parties have caused this Order Schedule to be executed by their duly authorized representatives.

FACTSET RESEARCH SYSTEMS INC.

By: [Signature]  
Name: Ricardo N. Kennedy  
Title: Director, I.R.  
Date: 8/21/06

WALL STREET ON DEMAND INC.

By: [Signature]  
Name: James Tannock  
Title: President & CEO  
Date: 8/8/06

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

**FORM OF  
CONTENT SERVICE ORDER SCHEDULE  
August 1, 2006  
(THE "ORDER SCHEDULE")  
LIONSHARES DATA**

This Order Schedule is entered into as of \_\_\_\_\_, 2006 by and among FactSet Research Systems Inc. ("Licensor") and Wall Street On Demand Inc. ("Licensee"), pursuant to, and incorporates herein by reference the terms and conditions of, the Content Service Master Distribution Agreement, dated as of \_\_\_\_\_, 2006 (the "Agreement"), by and between Licensor and Licensee. Capitalized terms used but not otherwise defined in this Order Schedule will have the meaning ascribed to such terms in the Agreement. In the event of any conflict between the provisions of this Order Schedule and the Agreement, the provisions of this Order Schedule shall control with respect to the Content Service to be provided under this Order Schedule.

I. **CONTENT SERVICE:** Licensor will provide the Content Service set forth below under the terms and conditions of the Agreement and this Order Schedule:

- A. Content Service: Lionshares Ownership Data (the "Content Service").
- B. Content Service General Description: Global Institutional, Mutual Fund, and "declarable Stakes" holders of global equities (as available)
- C. Delivery System: FTP

II. **REDISTRIBUTION OF CONTENT SERVICE:** Licensee may redistribute the Content Service to Clients for their use under the terms and conditions of the Agreement and this Order Schedule. The Content Service will be redistributed to Clients via the Delivery Platform, subject to the following:

- D. License Product General Description: The Lionshares Ownership Data shall be delivered to Clients as hosted by Licensee
- E. Additional Redistribution Restrictions:

Licensee may provide only the following subsets to Clients:

**Security Summary Level data:**

- Number of Institutional Holders
- Percent of shares held by Institutional Investors
- Number of Shares held By Institutional Investors
- Number of Shares purchased by Institutional Investors
- Number of Shares sold by Institutional Investors
- Net shares increased or decreased by Institutional Holders
- Number of Institutional Holders liquidating entire position
- Number of New Institutional Holders

**Security View Detail level data:**

- Top 20 Institutional Investors (name, as of date, number & % shares held/bought/sold)
- Top 20 Mutual Fund Investors (name, as of date, number & % shares held/bought/sold)

**Institutional View Data**

- Top 20 positions
- Name of Institution
- Type of Institution (pension fund, mutual fund manager, etc.)
- Investment Style
- Address of Institution
- Main Phone Number of Institution
- Institution URL (as available)
- Number of Securities Held
- Total Equities Under Mgmt (\$)
- # New Positions
- # Sold Out Positions
- # Increased Existing Position
- # Decreased Positions
- Industry Breakdown
- Market Cap Breakdown
- Geographic Breakdown

**Mutual Fund View Data**

- Top 20 positions
- Name of Institution
- Type of Fund (open end, variable annuity, etc.)
- Investment Style
- Managing Institution
- Number of Securities Held
- Total Equities Under Mgmt (\$)
- Total Assets under Mgmt (\$)
- # New Positions

- F. Additional Limitations on Copying, Storage, Requirements for Deletion, Substitution or Removal: None.

**III. TERM:**

- A. Commencement Date: August 1,, 2006
- B. Initial Term: 3 years
- C. Renewal Term Language: Automatically renews unless either party provides 90 days' written notice prior to the end of the then current term.
- D. Effective Termination Date: July 31, 2009

**IV. PAYMENTS:**

- A. Content Service Fees: None.
- B. Royalty Fees: Royalties shall be payable within 15 days after the end of each calendar month in accordance with the table below.

<u>Client Category</u>	<u>Monthly Royalty per Client</u>
Small	\$1,200
Medium	\$1,400
Large	\$1,500

C. Expenses: None.

D. Remittance Information:

FactSet Research Systems Inc.  
601 Merritt 7  
Norwalk, CT 06851  
Attention: Adam Barkin

E. Additional Payment Terms: Royalties shall be calculated based on the table set forth in paragraph IV.B above, without setoff for any credits, discounts or other accommodations to Clients.

V. REPORTING, AUDIT OR VERIFICATION REQUIREMENTS:

A. Additional Reporting Requirements: Licensee shall provide a report listing the name of each Client, the category of each Client (i.e., Small, Medium or Large), the name of the respective Content Service, and the royalty payable in respect of such Client.

VI. TRADEMARKS AND ATTRIBUTIONS:

A. Licenser Trademarks: © FactSet Research Systems Inc. 200[ ]\*. All rights reserved.

\*Insert appropriate year.

B. Additional Attribution Guidelines: None.

IX. OTHER SPECIAL CONDITIONS: None.

X. MODIFICATIONS:

Any changes, modifications, revisions or amendments to this Order Schedule including any change, modification, revision or amendment to its Appendices must be signed by FactSet and Licenser.

IN WITNESS WHEREOF, the parties have caused this Order Schedule to be executed by their duly authorized representatives.

FACTSET RESEARCH SYSTEMS INC.

By: [Signature]  
Name: Liam P. Kennedy  
Title: Director, IT  
Date: 8/21/06

WALL STREET ON DEMAND INC.

By: [Signature]  
Name: James T. Tamm  
Title: President & CEO  
Date: 8/18/06