

Schedule A to Index Level Distribution Agreement dated as of  
September 22, 2008 (the "Agreement"),  
by and between MSCI Inc. ("MSCI") and Wall Street on Demand ("Distributor")

**1. Effective Date: September 22, 2008**

**2. License Fees:**

\$25,000 for up to twenty (20) Customer Products  
\$35,000 for 21- 40 Customer Products  
\$50,000 for 41-100 Customer products

Customer Products as defined in Schedule B. Distributor shall report the number of Customer Products on a semi-annual basis to MSCI and shall pay any additional fees due hereunder.

**3. Term:** This Schedule A shall have an initial term of one (1) year commencing on the Effective Date set forth above. This Schedule A shall renew upon notice from MSCI (each, a "Notice of Renewal") for successive one (1) year renewal terms at MSCI's then prevailing charges, unless (a) either party provides the other with written notice of termination no less than sixty (60) days prior to the end of the then-current term, (b) Distributor provides written notice of termination within thirty (30) days of receipt of a Notice of Renewal, or (c) the Agreement is terminated pursuant to its terms. The parties agree that a Notice of Renewal may be in the form of an invoice and Distributor's payment of such invoice or any use of the Data during a renewal period shall be deemed to constitute acceptance of the

**4. Special Considerations:**

A. Distributor may distribute up to 10 indices in the Vendor Index Module without MSCI's pre-approval.

B. MSCI Pre-approval is required prior to distribution of 11 or more indices to any Customer.

C. Index Level Data may only be displayed in a non-manipulable format. The end-of-day Index levels and returns (which may appear in a chart or graph format) ) for the then-current 1 month, 3 month, 6 month, 1 year, 3 year, 5 year, 10 year, and year-to-date periods:

**5. Data Modules:**

***International Equity Data Module***

**Vendor Index Module:**

- International Equity Indices:
  - Market Capitalization indices (Large, Mid, Standard, Small Cap, Small+Mid, Investable Market) across DM and EM Regions/Countries and style segmentation (Value and Growth)
  - Select DM and EM Sector, Industry group, and Industry Indices
  - DM GDP Indices
  - EM GDP Indices
  - Exchange Rates for DM and EM countries
  - Gulf Corporation Council (GCC) Countries Indices
  - 10/40 Indices
  - Select regional High Dividend Yield Indices
  - Islamic Indices
  - Frontier Markets Indices

- **Regions:** Developed Markets, Emerging Markets, Asia Pacific all included in this module.
- **Delivery:** Distributor may distribute only the index levels and returns contained in the Vendor Index Module both daily and monthly to Distributor's Customers without written approval from MSCI. For the avoidance of doubt, the index levels do not include valuation ratios or market capitalizations.
- **Equity History:** Full monthly from 1969 and daily from 1979 for existing indices (pre-GIMI); Daily and Monthly History from May 31, 1994 for new GIMI indices (Investable Market Index (IMI), Large Cap, Mid Cap, and Small+Mid (SMID) indices across key countries and regions; plus sector segmentations and value/growth.
- **Gulf Corporation Council (GCC) Countries Indices:** Monthly and Daily from June 1, 2005
- **10/40 Indices:** History from 31 Dec, 1998
- **Select regional High Dividend Yield Indices:** Daily from 30 November 1995
- **Islamic Indices:** History from May 31, 2002
- **Frontier Markets Indices:** History from February 7, 2008. Additional history TBD

The parties acknowledge that this Schedule A is an integral part of the Agreement. To the extent any provision in this Schedule conflicts with any provision in the Agreement, the provision in this Schedule shall control with respect to the subject matter of this Schedule.

Distributor: Wall Street on Demand

MSCI Inc.

By

By

Name

Name

Title

Title

**SCHEDULE B**  
**DISTRIBUTOR'S PRODUCT**

**NAME OF THE PRODUCT:**

Wall Street On Demand web interfaces

**NARRATIVE DESCRIPTION OF THE PRODUCT:**

Wall Street On Demand designs, builds and hosts web-based interfaces for financial services clients. Such services include, but are not limited to:

- 1) HTML pages
- 2) PDF reports
- 3) Tools (Portfolios, Alerts, Screening Tools, etc.)

Delivery Media (URL Address, if applicable):

WSOD has 3 different delivery methods for the services:

- 1) Public Web Sites (no password is required) End Users are not required to agree to click through terms as outlined in Section 1.1 (b) of the Agreement but each such site must comply with the disclaimer requirements of Section 1.1(b) of the Agreement.
- 2) Client Password Protected Web Sites where End Users are required to open an account and register with the applicable Customer. These sites are typically private labeled with a Customer's branding. However, Distributor designs, develops and hosts the interfaces and therefore controls distribution and display of the data
- 3) WSOD Password Protected interfaces where users are required to open an account and register with WSOD.

**REGULARITY & METHOD OF UPDATE:**

Continuously being enhanced and updated depending on client need.

**\*\*Customer Products shall be defined as each Customer public or private web site(s) described in #1 and #2 above. Customers with direct Agreements with MSCI for web site distribution are not counted in the Customer Product tiers as outlined in Section 2 of the above Schedule A**

## SCHEDULE C

### REQUIRED TERMS FOR CUSTOMER AGREEMENTS

The following is a list of provisions that must be present in any Customer Agreement.

- The Customer shall represent that it will use the Data solely for internal purposes and will not redistribute the Data in any form or manner to any third party.
- The Customer shall represent that it will not use or permit anyone else to use the Data in connection with the creating, managing, advising, writing, trading, marketing or promotion of any securities or financial instruments or products, including, but not limited to, funds, synthetic or derivative securities (e.g., options, warrants, swaps, and futures), whether listed on an exchange or traded over the counter or on a private-placement basis or otherwise or to create any indices (custom or otherwise).
- The Customer shall represent that it will treat the Data as proprietary to MSCI. Further, the Customer shall acknowledge that MSCI is the sole and exclusive owner of the Data and any trade secrets, copyrights, trademarks and other intellectual property rights in or to the Data.
- The Customer shall represent that it will not (i) copy any component of the Data, (ii) alter, modify or adapt any component of the Data, including, but not limited to, translating, decompiling, disassembling, reverse engineering or creating derivative works, or (iii) make any component of the Data available to any other person or organization (including, without limitation, the Customer's present and future parents, subsidiaries or affiliates) directly or indirectly, for any of the foregoing or for any other use, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.
- The Customer shall be obligated to reproduce on all permitted copies of the Data all copyright, proprietary rights and restrictive legends appearing on the Data.
- The Customer shall acknowledge that it assumes the entire risk of using the Data and shall agree to hold MSCI harmless from any claims that may arise in connection with any use of the Data by the Customer or its permitted affiliates.
- The Customer shall acknowledge that MSCI may, in its sole and absolute discretion and at any time, terminate the Customer's right to receive and/or use the Data.
- The Customer shall acknowledge MSCI as a third party beneficiary of the Customer Agreement, entitled to enforce all provisions of such agreement relating to the Data.

Additionally, each Customer Agreement shall include a disclaimer of warranties and liability using the following language or substantially similar language:

- THE DATA ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. [DISTRIBUTOR], ITS INFORMATION PROVIDERS, AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA (OR THE RESULTS TO BE OBTAINED BY THE USE THEREOF). DISTRIBUTOR, ITS INFORMATION PROVIDERS AND ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF ORIGINALITY, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
- CUSTOMER ASSUMES THE ENTIRE RISK OF ANY USE CUSTOMER MAY MAKE OF THE DATA. IN NO EVENT SHALL DISTRIBUTOR, ITS INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA, BE LIABLE TO THE CUSTOMER, OR ANY OTHER THIRD PARTY, FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INABILITY OF THE CUSTOMER TO USE THE DATA, REGARDLESS OF THE FORM OF ACTION, EVEN IF [DISTRIBUTOR], ANY OF ITS INFORMATION PROVIDERS, OR ANY OTHER THIRD PARTY INVOLVED IN OR RELATED TO THE MAKING OR COMPILING OF THE DATA HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

Any disclaimer of warranties or liability should be in an all-caps typeface similar to that used above.

Finally, each Customer Agreement shall include an indemnification clause using the following language or substantially similar language:

The Customer agrees to indemnify and hold harmless [Distributor], its information providers, and any other third party involved in or related to the making or compiling of the Data, their affiliates and subsidiaries and their respective directors, officers, employees and agents from and against any claims, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, as incurred, arising in any manner out of the Customer's or any third party's use of, or inability to use, the Data or any breach by the Customer of any provision contained in this Agreement.