

# eTelemet Streaming Market Data Agreement

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 1999 by and between Telemet America, Inc., with offices at 325 First St., Alexandria, VA 22314 (hereinafter referred to as Telemet) and \_\_\_\_\_ (hereinafter referred to as "SUBSCRIBER"), with its principal office/home at \_\_\_\_\_.

WHEREAS Telemet produces a service capable of providing and showing information (described in the Schedule attached and called the "SERVICE");  
WHEREAS Telemet has obtained the rights to use certain communication companies facilities (hereinafter called "Communications Companies") to provide said SERVICE;  
WHEREAS SUBSCRIBER is a private investor and wishes to subscribe to said SERVICE for itself;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Telemet agrees to make available the SERVICE through the Internet, at SUBSCRIBER's office/home as identified above under the following Terms and Conditions:

1. This AGREEMENT takes effect on the "Service Start Date" which is shown with Getting Started Passwords. This AGREEMENT continues in force for a term of \_\_\_month to month, \_\_\_yearly (check one). This AGREEMENT automatically renews for periods equal to the term at the end of the initial term or any renewal thereof unless either party terminates this AGREEMENT upon thirty (30) days written or fax notice in advance of the end of the term or renewal term.

The SUBSCRIBER has a Trial Period as stated in the Schedule attached and may terminate this AGREEMENT by writing or faxing Telemet within the Trial Period requesting termination.

Notwithstanding the above, Telemet may terminate this AGREEMENT without further obligation hereunder if for any reason Telemet's agreement(s) with Communications companies are terminated; if SUBSCRIBER's office is in a building which cannot be serviced by Communication Companies; or for any other reason as provided in this AGREEMENT. SUBSCRIBER shall have no further obligation to Telemet other than to pay past due invoices, if any, should Telemet terminate due to the reasons set forth in this paragraph.

2. The SUBSCRIBER will pay to Telemet charges for the SERVICE as set forth in the Schedule attached and shall pay in advance except during the Trial Period. The SUBSCRIBER will pay a late charge of 1.5% of this amount for payments that arrive at Telemet more than 15 days later than invoice due date.

3. TELEMET OWNS ALL RIGHTS IN THE SERVICE AND THE INFORMATION CONTAINED IN THE SERVICE. SUBSCRIBER AGREES: TO NOT, WITHOUT TELEMET'S PRIOR WRITTEN CONSENT, CAUSE OR PERMIT SUCH INFORMATION TO BE REDISSEMINATED, RECIRCULATED OR REPUBLISHED IN ANY FORM WHATSOEVER TO THIRD PARTIES AND SHALL NOT, WITHOUT TELEMET'S PRIOR WRITTEN CONSENT, CAUSE OR PERMIT SUCH INFORMATION TO BE DISPLAYED ON EQUIPMENT OTHER THAN SUBSCRIBER'S PCs. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, THE USER IS PERMITTED TO DOWNLOAD AND PRINT INFORMATION CONTAINED ON THE QUOTE PAGES AND CHART PAGES OF THE SERVICE FOR REPORTING PURPOSES WITHIN THEIR OFFICE/HOME(S) AND TO THEIR CLIENTS ON A OCCASIONAL BASIS.

Notwithstanding the first sentence in Section 3 of this Agreement, Dow Jones & Company, Inc. owns all right, title and interest in and to the content contained the Service bearing the "Dow Jones" brand name, or with the Dow Jones copyright notice (the "Dow Jones Headline Business News Service"). Otherwise, the terms of Section 3 and 4 of this Agreement apply to Dow Jones Business News Service and to Dow Jones & Company as an intended third party beneficiary. If Subscriber subscribes to the "Dow Jones Headline Business News Service" (as opposed to other Dow Jones services offered by Telemet), Subscriber hereby represents to Dow Jones that he or she is not a "securities professional". For the purposes of this representation, a "securities professional" means a person who: (a) acts as a broker or dealer in the purchase or sale of negotiable financial instruments for third parties or is registered or qualified in any capacity under any U.S. federal, or state, or Canadian, or provincial, securities or commodities trading law, rule, or regulation or the rules or regulations of any securities or commodities exchange, market or association; (b) falls within the definition of "investment banker" as that term is defined in the U.S. Investment Company Act of 1940; (c) is a registered Investment Advisor, (d) or engages in the buying or selling of negotiable financial instruments for a third party's account (as opposed to for his or her own personal account).

4. Although Telemet makes efforts to ensure the accuracy and reliability of the SERVICE, Telemet shall not be liable to or through SUBSCRIBER with respect to furnishing or displaying market information or for any interruptions, delays, inaccuracies, errors,

omissions or any faults in the SERVICE, howsoever such interruptions, delays, inaccuracies, errors, omissions, and faults arise. SUBSCRIBER will indemnify and hold Telemet harmless against any claim by any third party as a result of any fault in the provision of the SERVICE to SUBSCRIBER or any inaccuracy in the information supplied to SUBSCRIBER.

5. Performance of any obligation hereunder by Telemet will be excused if prevented by Acts of God, or public enemy, fire or other casualty, labor disputes, failure of Communication Companies, or, without limiting the foregoing, any circumstances beyond Telemet's reasonable control.

6. In the event SUBSCRIBER terminates this AGREEMENT prior to the expiration of the term or fails to comply with the terms and conditions of this AGREEMENT, SUBSCRIBER agrees that in addition to outstanding amounts owed Telemet for the SERVICE already received, a realistic pre-estimate of the loss to Telemet arising from said premature termination and/or failure to comply with said terms and conditions, shall amount to the total aggregate monthly charges payable hereunder from the date of such premature termination and/or failure to comply, to the last day of said term. This amount shall be reduced by two percent (2%) of such total for each completed month SUBSCRIBER has taken and paid for the SERVICE during said term to a minimum amount of seventy-five (75%) of such total aggregate monthly charges. The amount shall be increased by any and all court and/or attorney's fees that Telemet may incur to enforce this Agreement.

7. SUBSCRIBER will not engage in the operation of any illegal business or permit the use of the information provided for any illegal purpose.

8. The SERVICE includes software supplied by Telemet. This software is licensed for use only, and shall remain Telemet's property.

9. This AGREEMENT is and at all times shall be subject to Telemet's license agreements with the various sources of its information permitting Telemet to provide the SERVICE hereunder and Telemet shall not be liable to SUBSCRIBER if prevented from fulfilling the terms and conditions of this AGREEMENT by reason of termination of said license agreements.

10. This AGREEMENT is, and at all times shall be, subject to applicable federal, state and local laws and to the rules and regulations of the Federal Communications Commission now in effect or hereinafter enacted and adopted, and to the rules and regulations of the Securities Exchange Commission and the various Exchanges as they pertain to the dissemination of market quotations, and neither party shall be liable to the other if either is prevented from fulfilling the terms and conditions of this AGREEMENT by reason of such applicable law, rules or regulations, unless the non-compliance is on the part of SUBSCRIBER and within the SUBSCRIBER's control. Where applicable, the SUBSCRIBER will execute or cause to have executed applications to and agreements with the respective Exchanges and Vendors as may be required and comply with all such applicable rules, regulations, approvals, terms and conditions.

11. Any sales, excise, Internet and use taxes will be payable by SUBSCRIBER, should such taxes be applicable.

12. This AGREEMENT represents the entire AGREEMENT of the parties. There are no other oral or written collateral representations, agreements, or understandings. None of the provisions contained herein shall be deemed waived because of previous failure to insist upon strict performance thereof.

13. All notices from either party to the other shall be written and sent by mail or fax to the address as specified above unless written notice shall be given of any change of address.

14. This AGREEMENT shall be deemed to have been executed and delivered in the Commonwealth of Virginia and it shall be governed by and construed in accordance with the laws of Virginia. The parties hereby consent to the jurisdiction of the courts of the Commonwealth of Virginia for the purpose of any action or proceeding brought by either of them on or in connection with this AGREEMENT or any alleged breach thereof. Should Telemet have to enforce this AGREEMENT in a court of law, any amounts due Telemet will be increased by any and all court and reasonable attorney's fees that Telemet may incur to enforce this AGREEMENT.

SUBSCRIBER: \_\_\_\_\_ Telemet  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_