

## SUBSCRIPTION AGREEMENT

ACME, Inc. and/or its affiliates (the "Company") provides a service that makes available for transmission to and reception by subscribers certain market, financial and historical information ("Data") on publicly traded companies (except companies in the Financial Sector), which is distributed in the form of analysis and news, sometimes referred to as the "Service".

Your use of and access to the Service and the information made available through the Service are subject to your compliance with all of the terms and conditions set forth in this Subscription Agreement (the "Agreement") and in our Terms of Service Agreement

## DEFINITIONS

As used in this Agreement, the terms below are defined as follows:

"Business Day": Any day other than: Saturday, Sunday, Good Friday, or a day which is appointed an official holiday in Canada, the Province of Quebec or in the United States.

"Claims" or "Losses:" Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, including, without limitation, i) direct, indirect, punitive, special, consequential and incidental damages, and ii) administrative costs, litigation costs, and attorneys' and auditors' fees and disbursements.

"Delayed Data": Data that has been delayed for the delay period specified by the data's source prior to its release.

"Indemnified Parties": The Company, the Third Party Suppliers, the Information Providers and each of their respective officers, directors, partners, employees and agents.

"Information": All information made available through the Service.

"Information Provider": Source from which the Company receives the Information made available through the Service including, but not limited to, any source of information for the Information Provider(s) which provide(s) the Information to the Company.

"Interrogation Device": Any device or equipment including, without limitation, any one computer, data processing equipment, communications equipment, terminal, cathode ray tube or monitor, which receives the Service from the Company, and which at any time during any month displays, transmits or communicates the Information to any individual in visual, audible, or other comprehensible form.

"Person"/references: Throughout this Agreement, the term "person" refers to any natural person, proprietorship, corporation, partnership, or other entity whatsoever; the singular refers to the plural and the plural refers to the singular, as appropriate.

"Real-Time Data": Market data provided as released by each Information Provider, with no built in delay.

Subscriber, you or your: Each person who signs for the Service.

"System": The computerized securities information system operated by the Company which collects, processes and disseminates the Information.

## AGREEMENT

1. System Interface. You shall be responsible for obtaining the requisite (a) common carrier communication lines and Internet connection(s) and (b) interface with the System.
2. Configuration. You understand and agree that nothing in this Agreement shall be deemed to constitute an undertaking by the Company to continue to disseminate the Information in the present content description, form or configuration. The Company, in its sole discretion and without your consent, may from time to time, make modifications to the Information, the Service and the System, irrespective of whether such modifications would require changes to be made by you to the Interrogation Devices, or other equipment, or would render the Interrogation Device or such equipment inoperative with respect to the Information. You shall bear all risks of failing to make concurrent modifications to your Interrogation Devices or other equipment and you acknowledge and agree that neither the Company nor the Information Providers shall be responsible if such changes sever or affect your access to or use of the Service in any way.
3. Ownership of Software. Software which is used by the Company in connection with the Service is proprietary to the Company and/or to third parties ("Third Party Suppliers") and licensed to the Company (the "Company Software"). The Company and Third Party Suppliers retain title and ownership to the Company Software recorded on the media and all copyright and other intellectual property rights therein. Your receipt of the Service does not constitute a sale of the Company Software or any copy. As an indirect user thereof, you do not own any of the content which is generated and/or presented by the Company Software. You agree not to attempt to gain access and/or alter, decompile, or disassemble the Company Software and/or any of the content which is generated and/or presented by the Company Software.
4. Proprietary Rights; Corporate Names. You understand and agree that the Company and the Information Providers have proprietary rights in certain trade marks, service marks, trade names, corporate names and in the Information that originates on or derives from markets regulated or operated by the Information Providers and in the compilation of Information gathered from other sources (the "Intellectual Property"). You agree not to use such Intellectual Property in any way which would infringe the rights of the Company and the Information Providers. You agree not to alter, remove, or obscure any copyright notices or other proprietary notices on and in any part of the Service and to include on and in any copies of the Company Software provided as part of the Service the same proprietary notices and other legends contained on and in the Company Software as furnished by the Company.

5. Third Party Beneficiary. You agree that the Information Providers have the right to enforce the terms of this Agreement and are specifically intended to be third party beneficiaries hereof.

6. Authorized Use of Information. You are authorized to receive and use the Information solely in accordance with this Agreement and our Terms of Service Agreement Any other use of the Information by you, including, but not limited to, retransmission or reprocessing, in whole or in part, is prohibited and you agree not to transmit, divulge, or publish any part of the contents or substance or in any way provide the Information, or any part thereof, to any other person.

7. Subscription Fees. The subscription fees are set forth on the website and may be amended at the Company's sole discretion from time to time with or without notice and are payable monthly in advance by credit card. Subscriptions are billed immediately upon completion of the registration form.

Monthly Subscribers: You agree to provide to the Company the right to debit your credit card monthly in advance for all Service provided to you. You may discontinue at any time; your credit card will not be subsequently charged. In other words, subscriptions are charged in advance on a monthly and not daily basis.

8. Taxes. You shall be solely responsible for the payment of any taxes, charges or assessments imposed on you or the Company, and any penalties or interest thereon, relating to the provision of the Service (except for any income taxes, if any, imposed on the Company).

9. Information from Subscribers. All information provided to you pursuant to this Agreement is being provided at the request of you and the Information Providers. The Company shall request in writing any additional information from you required by any Information Providers or their auditors. Failure to promptly provide the requested information shall result in termination of access to the Service until such time as the request is complied with.

10. Agreement Effective Date. The effective date of this Agreement shall be the date of acceptance by you of this Agreement as evidenced by the date you actually use the Service. Payment shall be accepted by credit card only. Confirmation of receipt of this Agreement by the Company shall be sent by e-mail to you.

11. Compliance with Laws. You represent and warrant that you are not engaged in, and agree not to engage in, any unlawful transaction or business, and/or will not use or knowingly permit anyone to use the Information and/or the Service for: i) any purpose or in any manner not authorized by this Agreement, or ii) for any unlawful purpose or in any manner not in compliance with the statutes, rules and regulations referenced in Section 10.

12. No Endorsement. You understand that neither the Company, nor any part of the Service, or any equipment utilized by the Company is sponsored or endorsed by any of the Information Providers.

13. NO WARRANTIES. The Company shall furnish the Service and the Information to you as promptly and accurately as is reasonably practicable, but neither the Company nor the Information Providers, their respective affiliates, agents and licensors warrant or guarantee the timeliness, sequence, accuracy or completeness of the Information. FURTHER, WITH RESPECT TO THE INFORMATION AND THE SERVICE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICES AVAILABLE THROUGH THE SERVICE. NEITHER THE COMPANY, THE INFORMATION PROVIDERS NOR THEIR THIRD-PARTY INFORMATION PROVIDERS AND THEIR RESPECTIVE AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY ANY OF THEM IN COMPILING, INTERPRETING, REPORTING OR DELIVERING ANY INFORMATION OR SERVICE OR BY ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF ANY OF THE INFORMATION OR THE TRANSMISSION THEREOF OR IN THE PROVISION OF THE SERVICE. IN NO EVENT WILL THE COMPANY, THE INFORMATION PROVIDERS, THEIR THIRD-PARTY INFORMATION PROVIDERS, AND THEIR RESPECTIVE AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON SUCH INFORMATION OR SERVICE.

14. Limitation of Liability. Neither the Company nor the Information Providers and their respective affiliates, agents or licensors, shall be liable to you , or any other person, regardless of the cause (unless resulting from the willful misconduct of the Company or the Information Providers) or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the Service or Information, or for any delay or interruption in the transmission thereof to you, or for any Claims or Losses arising therefrom or occasioned thereby. Neither the Company nor the Information Providers and their respective affiliates, agents or licensors shall be liable to you or to any other person for indirect, punitive, special, consequential or incidental damages (including, but not limited to, trading losses, loss of profits or anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if the Company, the Information Providers, or their respective affiliates, agents or licensors have been advised of the possibility of such damages.

If any or all of the Company, the Information Providers and their respective affiliates, agents or licensors are for any reason held liable to you or to any person, the liability of any or all of the Company, the Information Providers and their respective affiliates, agents or licensors and any other person claiming through, on behalf of, or as harmed by you, is limited to: i) if you continue to receive the Information, a month's credit of any

monies paid to the Company by you for the period at issue; or ii) if you no longer receive the Information, a refund of any monies due to the Company from you for the period at issue.

15. Indemnification of the Company. You shall indemnify the Indemnified Parties against, and hold the Indemnified Parties harmless from, any and all Claims or Losses imposed on, incurred by, or asserted against the Indemnified Parties as a result of or relating to your non-compliance with any of the terms and conditions of this Agreement and your breach of any of your representations and warranties in this Agreement.

16. Default by Subscriber. If the Company determines, in its sole discretion, that i) you are not in compliance with any of the conditions, terms or provisions of this Agreement; ii) any of your representations in this Agreement are untrue; or iii) a petition or other proceeding in bankruptcy, insolvency, or for the appointment of a receiver is filed by or against you, then the Company shall have the immediate right, in its sole discretion, to take one or more of the following actions: x) to terminate this Agreement without notice; and/or y) to pursue such other remedies as it may be entitled to by virtue of or under this Agreement, or at law or in equity.

17. Default by the Company. If the Company has breached or is in default under this Agreement, and such breach or default continues unremedied for fifteen (15) days after you have given written notice to the Company, you shall have the right to take one or more of the following actions; provided, however, that if such breach cannot be remedied by the Company in good faith and with due diligence within fifteen (15) days and the failure to so remedy within fifteen (15) days does not cause you to be in violation of applicable laws or regulations or to otherwise materially injure you, then the Company shall not be considered to be in default for so long as the Company commences such actions as are necessary to remedy such breach within such fifteen (15) day period and thereafter diligently pursues such actions to remedy such breach or default: i) terminate this Agreement; or ii) to pursue such other remedies, as you may be entitled to by virtue of or under this Agreement or at law or in equity (but in any case subject to the limitations on liability set forth herein).

18. Term. The initial term of this Agreement shall commence on the date specified in Section 30 (the "Commencement Date") and shall continue until the end of the calendar month in which this Agreement is terminated. Subsequent to the initial term, the term of this Agreement shall automatically be extended for successive additional periods of one (1) month unless terminated by written notice by a party hereto.

19. No Use of Information After Termination. Upon termination of this Agreement for whatever reason, you shall immediately cease any and all use of the Information.

20. Assignment; Third-Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall not assign this Agreement or any of your rights and obligations hereunder without the prior written consent of the Company, which shall not be unreasonably withheld. The Company may

assign this Agreement and all of the Company's rights and obligations hereunder to an affiliate or subsidiary or to the surviving entity in the case of a merger or sale of all or substantially all of the assets of the Company and such assignee shall thereafter be solely responsible hereunder.

21. Amendment. No amendment shall be binding on the Company unless provided in an instrument duly executed by an authorized officer of the Company.

22. Waiver; Good Faith. No failure on the part of the Company or you to exercise, or delay in exercising, any right, power or privilege, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. The parties hereto shall act in good faith in the performance of their respective obligations under this Agreement and shall act as promptly as is reasonably practicable under the circumstances in granting or denying any consent or approval required hereunder.

23. Entire Agreement. This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof, and supersedes all prior negotiations, communications, understandings and agreements with respect thereto.

24. Governing Law. This Agreement shall be deemed to be entered into, governed by and construed in accordance with the laws of the State of Illinois without reference to its conflict of laws principles.

25. Notices. All notices, approvals, proposals and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered either by personal delivery, telex, facsimile, e-mail or other similar telecommunications device, or mailed to the appropriate contact persons as described below. Any notice, consent or other communication delivered hereunder shall be deemed to have been delivered and received, if sent by telex, facsimile, email or other similar telecommunications device on the Business Day next following receipt of such transmission or, if personally delivered or delivered by mail, to have been delivered and received on the date of such delivery, provided however, that if such date is not a Business Day, then it shall be deemed to have been delivered and received on the Business Day next following the date of such delivery. Either party may change its address for service or specify a different contact person for purposes of this Section 25 by giving notice as provided hereunder. Notices to the Company must be sent to the Company at:

ACME, Inc.  
123 Main Street.  
Winnetka, IL 60696

Notices to Subscriber may be sent to the Subscriber at the e-mail address as provided by Subscriber during the online subscription process.

26. Severability. Any Section, Subsection or other subdivision of this Agreement or any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions of this Agreement.

27. Force Majeure. In addition to the provisions of Sections 13 and 14, neither you nor the Company shall be liable for delay or failure in performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the reasonable control and without the gross negligence or willful misconduct of you or the Company, respectively. Such causes may include, without limitation, acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, earthquakes, fire, flood, quarantine restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions. The time for performance of any act delayed by such events may be postponed for a period equal to the period of the delay. This Section 27 shall not apply to the payment of money and shall not toll the accrual of interest.

28. Survival. The provisions of Sections 3, 4, 7, 8, 9, 12, 13, 14, 15, 16, 17, 24, 27 and 28 shall survive the completion of performance or any termination of this Agreement.

29. Change of Agreement Terms by the Company. The Company reserves the right to change the terms of this Agreement, including the associated Service fees, with notice to you and such notice shall become effective as described in Section 25 above.