

KNIGHT DIRECT EMS AGREEMENT

This Knight Direct EMS Agreement (the “Agreement”), as well as any applicable laws and regulations, sets forth the terms and conditions pursuant to which Direct Trading Institutional, L.P. (“Direct Trading”) will make available to Subscribers (as defined below) the automated execution system known as Knight Direct EMS (the “System”), as well as related software and accompanying documentation provided by Direct Trading (collectively, the “Software”), and any financial data, market and/or business information provided via the Software or the System (the “Information”).

Section 1. License to Access and Use the System, Software, and Information

1.1 Upon acceptance of this Agreement, Direct Trading hereby grants to Subscriber a personal, limited, revocable, non-exclusive, non-transferable license to access and use the System, Software, and Information within the United States of America pursuant to the terms of this Agreement. The right of Subscriber to use the Software, System, and Information is limited to use for the purpose of receiving and viewing Information, and transmitting orders for execution.

1.2 Subscriber shall not copy, license, sell, transfer, make available, or otherwise distribute the System, the Software, or any Information to any other entity or person.

1.3 Certain of the Information is provided by third parties. If any of the Information ceases to be furnished by any third party vendors in a manner which is compatible with the System or the Software, Direct Trading may remove as much Information as is affected, without advance notice, without incurring any liability to Subscriber, and without any change to any of Subscriber’s payment or other obligations. Further, Direct Trading may modify, amend, alter, update, supplement or replace the Software (which, among other things, determines the functionality and appearance of some or all of the System’s features) from time to time, in whole or in part, without any notice (except for material changes to functionality as reasonably practical), without incurring any liability to Subscriber, and without any change to any of Subscriber’s payment or other obligations. Subscriber acknowledges and agrees that its use of the System or the Software after any modification, amendment, alteration, update, supplement or replacement shall constitute acceptance by Subscriber of such modification, amendment, alteration, update, supplement or replacement .

Section 2. Ownership of the System, Software, and Information

2.1 Subscriber acknowledges and agrees that the System and Software are the exclusive property of Direct Trading and/or its licensors, and that the Information is the exclusive property of Direct Trading and/or its licensors or such licensor's third party vendors or their suppliers, and Direct Trading's licensor and such third party vendors and their suppliers retain all proprietary right, title, and interest, including, without limitation, copyright, in the Information.

2.2 Subscriber shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the System, Software, or Information.

Section 3. User Names and Passwords; Unauthorized Use

3.1 Subscriber will receive a unique user name and password from Direct Trading. Such user name and password are the sole means through which Subscriber may access and use the System, Software, and Information.

3.2 Subscriber agrees to keep the user name and password provided by Direct Trading confidential, and not to disclose it to anyone else, publish it, or allow anyone other than persons who have been expressly authorized by Subscriber to act on its behalf ("Authorized Personnel") to use it. Subscriber will maintain a list of all Authorized Personnel and will make such list available to Direct Trading promptly upon Direct Trading's request. Subscriber shall require Authorized Personnel to comply with Subscriber's obligations under this Agreement. For purposes of this Agreement, any actions or omissions by Authorized Personnel shall be considered that of Subscriber, and the term "Subscriber" shall include all Authorized Personnel (regardless of whether such persons are employees of Subscriber). Direct Trading shall have the right to request the removal of any individual from Subscriber's Authorized Personnel list, and Subscriber hereby agrees to remove such individuals immediately, and suspend such individuals' access to and use of the System, Software, and Information. Notwithstanding the foregoing, Direct Trading shall have the right, in its sole discretion, to prohibit access to and use of the System, Software, and Information by said individuals.

3.3 Subscriber shall be solely responsible for all orders transmitted by its personnel, whether Authorized Personnel or not, or any other person or entity gaining access to the System or Software via Subscriber's user name and password. Subscriber agrees to notify Direct Trading immediately and in writing if it or any Authorized Personnel has reason to believe that unauthorized entities or people may have obtained access to Subscriber's user name and password, and Subscriber and its Authorized Personnel shall use their best efforts to stop any such use, as well as any unauthorized copying or distribution of the Software or Information,

immediately after such use becomes known. Subscriber acknowledges and agrees that Direct Trading may implement measures that enable it to monitor Subscriber and its Authorized Personnel's compliance with the terms of this Agreement.

3.4 Subscriber shall adopt, implement and enforce access control procedures that, at a minimum: (1) limit the use of the System to Authorized Personnel; (2) check for validation of order accuracy; (3) prevent orders that exceed credit and order size limitations; and (4) monitor for duplication or retransmission of orders. Subscriber shall be solely responsible for any breach or failure of its access control procedures, irrespective of any electronic or other control procedures put in place by Direct Trading that may be designed to, or capable of, detecting or notifying Subscriber of any such breach or failure.

Section 4. Long/Short Sales

4.1 Subscriber may not enter any order to sell stock long via the System or the Software unless shares are freely transferable without restriction and Subscriber owns such shares. In addition, Subscriber agrees that it will not enter an order via the System or the Software that, if executed, would constitute a short sale without entering the designated indicator that such sale would be a short sale. Subscriber further agrees that each time it enters an order onto the Software or the System that would constitute a short sale by Subscriber, Subscriber will be deemed by such act to represent, warrant and covenant to Direct Trading that Subscriber has taken all steps to comply with, and has complied with, all applicable statutes, laws, rules and regulations (the "Laws and Rules"), and has arranged to borrow the shares through Direct Trading, or (i) has identified to Direct Trading the custodial agent that is the source of the borrowed shares, and (ii) has confirmed to Direct Trading that the borrowed shares are in good, deliverable form and can be delivered by settlement date.

Section 5. Equipment and Internet Access

5.1 Subscriber is responsible for obtaining and maintaining, at Subscriber's cost, the necessary computer equipment and Internet access required to enable Subscriber to access and use the System, Software, and Information.

Section 6. Notice of Material Events

6.1 Subscriber shall notify Direct Trading in writing immediately: (i) if any difficulty or unusual occurrence is being experienced with the Software, System or Information; or (ii) upon the occurrence of any material change in its business activities or financial condition that could affect Subscriber's ability to settle a trade, or otherwise satisfy its obligations under this Agreement.

6.2 Subscriber shall provide Direct Trading within fifteen (15) days' prior written notice of the occurrence of any of the following events: (i) a name change; (ii) a change in control; or (iii) a change in business structure, business mix, or lines of business. Subscriber shall provide immediate written notice to Direct Trading in the event of any voluntary or involuntary filing by or against Subscriber under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect.

Section 7. Additional Acknowledgements, Representations and Warranties By Subscriber

7.1 Subscriber hereby represents, warrants and covenants that its use of the System, Software, and Information will comply with all applicable Laws and Rules including all applicable exchange and regulatory requirements governing trading destinations and data that Subscriber accesses through the System. Subscriber shall be responsible for all violations of the Laws and Rules arising from or relating to its use of the System, Software or Information, irrespective of any electronic or other control procedures put in place by Direct Trading that may be designed to, or capable of, detecting or notifying Subscriber of any such breach.

7.2 Subscriber hereby represents, warrants and covenants that prior to its use of the System it will provide its Authorized Personnel with adequate training upon: (i) the use of the System in accordance with the terms of this Agreement; and (ii) applicable regulated market and exchange rules which Subscriber wishes to access via the System.

7.3 Subscriber's Anti-Money Laundering Responsibilities: Direct Trading has no relationship with Subscriber's underlying customers, if any. Subscriber attests that it has and will maintain Anti-Money Laundering policies and procedures in compliance with the USA Patriot Act and shall be responsible for verifying its customers identities or, if Subscriber or its customers are giving up trades to a clearing firm, Subscriber has assured itself that such clearing firm has done the appropriate customer identification and verification pursuant to the USA Patriot Act.

Section 8. Fees; Payment

8.1 Subscriber agrees to pay the charges incurred in connection with Subscriber's use of the System, Software, or Information (including, without limitation, all applicable taxes) as outlined in Schedule A. All applicable subscription and renewal fees will be billed on a monthly basis, unless otherwise agreed. Access to the System, Software, and Information by Subscriber may be refused when Direct Trading, in its sole discretion, determines that it has not received full, non-conditional payment of all applicable fees and charges. All fees and charges are

nonrefundable. Direct Trading may change the fees and charges then in effect, or add new fees or charges, at its sole discretion, by giving Subscriber notice in advance.

Section 9. Order Execution; Settlement of Transactions

9.1 Notwithstanding any other provision in this Agreement, Direct Trading reserves the right, in its sole discretion, and without prior notice to Subscriber or any counterparty, to reject, cancel or refuse to display, seek execution and/or seek to clear and settle any order for any reason. Subscriber acknowledges and agrees that: (i) order entry does not guarantee order execution; and (ii) if at any time the System or the Software blocks a market participant from access, Subscriber's order may be withdrawn from an SRO or the ADF because of the operation of decrementation features.

9.2 To the extent that orders are directed solely by Subscriber or its Authorized Personnel for execution, Subscriber acknowledges that Direct Trading does not undertake to Subscriber or its Authorized Personnel any independent obligation of best execution with respect to any such order.

9.3 Subscriber acknowledges that: (1) orders may be delayed for many reasons and the price of a security at the time of order entry may not be the same as the price of such security at the time such order is executed; and (2) orders may not be cancelable prior to execution, even if the cancellation order is received prior to the time at which the order was to be executed.

9.4 Notwithstanding anything contained in this Agreement to the contrary, Subscriber agrees that it is Subscriber's absolute, unconditional, and unassignable obligation, in connection with each securities transaction effected by Subscriber through the Software or the System, to make and ensure timely delivery of the subject securities and/or funds.

9.5 Subscriber shall be responsible for all investment decisions made in connection with its orders. Direct Trading shall have no duty to inquire as to the authority, propriety, suitability, accuracy, correctness or completeness of any order given to it, and shall be entitled to rely upon any such order without inquiry or investigation.

Section 10. No Warranties; Limitation of Liability; Indemnification

10.1 THE SYSTEM, SOFTWARE, AND INFORMATION, AND ANY THIRD PARTY RELATED GOODS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY DIRECT TRADING OR ITS AFFILIATES, LICENSOR, THIRD

PARTY VENDORS OR THEIR SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, TITLE, NON-INFRINGEMENT, TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE AND BEST EXECUTION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SYSTEM, SOFTWARE, AND INFORMATION, AND ANY THIRD PARTY RELATED GOODS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT ARE WITH SUBSCRIBER, AND THERE IS NO GUARANTEE THAT THE SYSTEM, SOFTWARE, AND INFORMATION, AND ANY THIRD PARTY RELATED GOODS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT WILL MEET SUBSCRIBER'S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. NEITHER DIRECT TRADING NOR ITS AFFILIATES, LICENSOR, THIRD PARTY VENDORS OR THEIR SUPPLIERS SHALL HAVE ANY RESPONSIBILITY TO MAINTAIN THE SYSTEM OR TO SUPPLY ANY CORRECTIONS, UPDATES OR RELEASES IN CONNECTION THEREWITH. SUBSCRIBER ACKNOWLEDGES THAT DIRECT TRADING IS NOT SOLICITING ANY ORDERS OR OTHER SECURITIES TRANSACTIONS BY OR THROUGH THE SYSTEM.

10.2 SUBSCRIBER AGREES THAT NEITHER DIRECT TRADING NOR ITS AFFILIATES, LICENSOR, THIRD PARTY VENDORS OR THEIR SUPPLIERS SHALL BE LIABLE TO ANY ENTITY OR PERSON INCLUDING, WITHOUT LIMITATION, SUBSCRIBER OR ANY THIRD PARTY, FOR ANY TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS OR INFORMATION, LOSS OF USE, LOSS OF COSTS OR OTHER SAVINGS, OR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES SUFFERED, OR COSTS OR EXPENSES INCURRED, BY ANY ENTITY OR PERSON, OF ANY KIND OR NATURE, OR FROM ANY CAUSE WHATSOEVER, INCLUDING CHANGES TO OBLIGATIONS UNDER THE LAWS, RULES, ORDERS OR REGULATIONS OF ANY FEDERAL, STATE OR OTHER REGULATORY OR SELF-REGULATORY JURISDICTION, ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE, MAINTENANCE OF, USE OF OR INABILITY TO USE ANY OF THE SYSTEM, SOFTWARE, AND INFORMATION, OR ANY THIRD PARTY RELATED GOODS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT, INCLUDING SUCH DAMAGES ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF DIRECT TRADING OR ITS AFFILIATES, LICENSOR, THIRD PARTY VENDORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OR WERE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT SIGNIFICANTLY LIMITS THE LIABILITY OF DIRECT TRADING, ITS AFFILIATES, LICENSOR, THIRD PARTY VENDORS AND THEIR SUPPLIERS AND THAT SUCH LIMITATION IS FAIR AND REASONABLE IN LIGHT OF THE LIMITED RESPONSIBILITIES OF DIRECT TRADING, ITS AFFILIATES, LICENSOR, THIRD

PARTY VENDORS AND THEIR SUPPLIERS, AND THE AMOUNTS PAYABLE TO DIRECT TRADING, ITS AFFILIATES, LICENSOR, THIRD PARTY VENDORS AND THEIR SUPPLIERS FOR THEIR SERVICES UNDER THIS AGREEMENT.

10.3 SUBSCRIBER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DIRECT TRADING AND ITS AFFILIATES, ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS AND ASSIGNS, LICENSOR, THIRD PARTY VENDORS OR THEIR SUPPLIERS, AND EACH OTHER ENTITY OR PERSON ON THE CONTRA SIDE OF ANY EXECUTED TRADE (COLLECTIVELY, THE “INDEMNIFIED PARTIES”), FROM AND AGAINST, ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, DEFICIENCIES, LOSSES, COSTS AND EXPENSES, WHETHER DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR SPECIAL IN NATURE, INCLUDING REASONABLE ATTORNEYS’ FEES AND OTHER EXPENSES INCURRED IN THE INVESTIGATION AND DEFENSE OF ANY CLAIM (AS HEREINAFTER DEFINED) (COLLECTIVELY, “COSTS”), IN EACH CASE AS INCURRED, BASED ON ANY CLAIM, INQUIRY, INVESTIGATION, DEMAND, PROCEEDING, SUIT AND/OR ACTION TO WHICH ANY INDEMNIFIED PARTY MAY BECOME SUBJECT (COLLECTIVELY, A “CLAIM”) RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE USE BY SUBSCRIBER OF THE SYSTEM, SOFTWARE, OR INFORMATION, OR ANY THIRD PARTY RELATED GOODS AND SERVICES PROVIDED UNDER THE TERMS OF THIS AGREEMENT, EXCEPT TO THE EXTENT THAT ANY SUCH CLAIM, AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, WAS CAUSED SOLELY AND DIRECTLY BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF DIRECT TRADING OR ANY OF THE OTHER INDEMNIFIED PARTIES.

Section 11. Termination

11.1 Subscriber’s license to access and use the Software and Information shall continue until Direct Trading terminates it or Subscriber notifies Direct Trading of its decision to terminate in accordance with this Agreement.

11.2 During the term of Subscriber's subscription or any subsequent renewals thereof, Direct Trading, in its sole discretion, may discontinue Subscriber’s right to access and use the System, Software, and Information, and/or terminate this Agreement, without any liability as a consequence thereof, under the following conditions:

- (a) On twenty (20) days’ prior written notice without cause; or

(b) Immediately with or without prior notice, if Subscriber: (i) fails to make any required payment; (ii) breaches this Agreement or any of Subscriber's other agreements with Direct Trading, any of the data suppliers or market data exchanges set forth in, or relevant to, Subscriber's subscription or this Agreement, whether set forth in this Agreement or elsewhere; (iii) violates or, as determined by Direct Trading, in its sole discretion, may violate any of the Laws and Rules in connection with Subscriber's use of the System, the Software, or the Information; (iv) engages in activities that Direct Trading determines, in its sole discretion, may be detrimental to Direct Trading or its third party vendors; or (v) avails itself of, or becomes subject to by any third person, a proceeding in bankruptcy in which Subscriber is the named debtor, an assignment by Subscriber for the benefit of its creditors, the appointment of a receiver for Subscriber, or any other proceeding involving insolvency or the protection of, or from, creditors. Direct Trading may also discontinue Subscriber's right to access and use the System, Software, and Information, and/or terminate this Agreement, without any liability as a consequence thereof, when it becomes aware that any governmental, regulatory or self-regulatory body has adopted any Law or Rule, or has promulgated an interpretation of any Law or Rule, that materially impairs the ability of Direct Trading to provide Subscriber with access to and use of the System, Software or Information.

11.3 Subscriber may terminate this Agreement at any time on twenty (20) days' prior written notice to Direct Trading.

11.4 Sections 1.2, 2, 3.3, 8, 10, 12, and 13 of this Agreement shall survive any termination, cancellation, replacement, expiration, modification, rejection or cessation of effectiveness of this Agreement.

Section 12. Third Party Beneficiaries

12.1 Subscriber's obligations set forth in this Agreement with regard to the System, Software and Information are for the benefit of the third parties who provide the System, Software, and Information to Direct Trading, each of which shall have the right to enforce its rights under this Agreement directly and on its own behalf. Except as provided in this Section and Section 10, this Agreement is not intended to confer any benefits or rights on any counterparties or other persons not expressly made parties hereto.

Section 13. Miscellaneous

13.1 Equitable Relief. Subscriber acknowledges and agrees that any breach of any of the terms, conditions, or provisions of Section 1.1, 1.2, and 13.2 will result in irreparable injury to Direct Trading and/or its third party vendors for which money damages could not adequately compensate. If there is a breach of these sections by Subscriber or any entity or person gaining

access to the System, Software, or Information via Subscriber's user name and password, then Direct Trading shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all entities or people involved from continuing the breach. The existence of any claim or cause of action which Subscriber or any other entity or person may have against Direct Trading shall not constitute a defense or bar to enforcement of any of the provisions of this Agreement.

13.2 Assignment. This Agreement may not be transferred or assigned by Subscriber without the prior written consent of Direct Trading. This Agreement, and all the terms hereof, will be binding upon Subscriber's successors and permitted assignees. Direct Trading may freely transfer or assign some or all of its rights and responsibilities under this Agreement. In the event Direct Trading transfers or assigns all of its rights and responsibilities, this Agreement shall be transferred and assigned by Direct Trading along with such rights and responsibilities, and the receiving party shall be bound by the provisions hereof.

13.3 Notices. All "Notices" are required to be given in writing, directed to the applicable individuals at the applicable address identified below, and shall be deemed to have been duly given upon actual receipt by the individual, or upon constructive receipt if sent by certified or registered mail or overnight courier service, return receipt requested, postage pre-paid (deemed delivered as of the date of signature on, or first refusal to sign, the return receipt), or to such other person or address as a party shall hereafter specify by prior Notice to the other party (or Persons):

If to Direct Trading: Attn: Bill Cronin, Managing Director, Direct Trading Institutional, L.P., 8115 Preston Rd., Suite 600, Dallas, TX 75225.

With, in the event of notices of Dispute or default, a required copy to:

Attn: Legal Department, Knight Capital Group, Inc., 545 Washington Blvd., Jersey City, New Jersey 07310

If to Subscriber: As listed on the bottom of this Agreement (if blank or no longer a valid person or address, to an officer/partner/principal of Subscriber at the last billing address used by Knight Direct for services.)

13.4 Waiver. Any failure of a party to comply with any obligation herein may be expressly waived in writing by the other party hereto but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13.5 Force Majeure. Neither Direct Trading nor any of its third party vendors shall be liable for any loss caused, directly or indirectly, by any delay or failure to perform its obligations hereunder so long as that delay or failure is the result of an event beyond its reasonable control, including, but not limited to, governmental acts or restrictions, work stoppages, fire, civil disobedience, riots, terrorist acts, rebellions, accidents, explosions, interruptions or imperfections in telephone or internet service, communications line or equipment failures, exchange or market rulings, extreme market volumes or volatility, suspensions in trading, satellite malfunctions, electrical disturbances, brown-outs or black-outs, floods, storms, earthquakes, acts of God and other similar occurrences beyond the reasonable control of Direct Trading or any of its third party vendors.

13.6 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

13.7 Severability. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to its conflict of laws principles.

13.9 Entire Agreement. This Agreement contains the entire understanding between Subscriber and Direct Trading with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings. Except as set forth in this Agreement, this Agreement shall not be modified or amended except in a writing signed by each of the parties hereto.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, authorized officers/partners/principals of the parties have signed this Agreement with the intent to be legally bound:

_____ (“Subscriber/Customer”),

By: _____

Name: _____

Title: _____

Date: _____

Direct Trading Institutional, L.P. (“Knight
Direct”),

By: _____

Name: _____

Title: _____

Date: _____

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <p>“Subscriber” is a _____ entity organized and in good standing under the laws of _____, with its principal place of business located at _____ _____ _____</p> | <p>Subscriber “Notices” to be sent to: Name: _____ Title: _____ Address: _____ _____ _____</p> |
| <p>“Effective Date”: _____, 20____ (if blank, the Effective Date is the later of the dates of execution by the parties)</p> | |

02/29/2008

SCHEDULE A - FEES

Subscriber agrees to pay the following fees for Subscriber's use of the System, Software, or Information: