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**STANDARD & POOR'S MARKET ACCESS PROGRAM COVERAGE  
 ORDER FORM AND LICENSE AGREEMENT**

The Company listed below is applying for inclusion in Standard & Poor's **Market Access Program**.

Name of Company: \_\_\_\_\_

*This service includes profiles of the Company in Standard & Poor's Corporation Records, Standard & Poor's Daily News, Standard & Poor's MarketScope, and Standard & Poor's Market Access Website, plus entry into the Standard & Poor's Stock Guide Database.*

Please assign the following priority to the publication of the Company's description in Standard & Poor's Daily News after review and approval of the Company's application:

- S&P/TSX Exclusive Service:** Publish the Company's description within TWENTY-FIVE (25) business days of approval. First year fee = \$5,700
- Standard Service:** Publish the Company's description within TEN (10) business days of approval. First year fee = \$6,300
- Accelerated Service:** Publish the Company's description within THREE (3) business days of approval. First year fee = \$7,350
- URGENT Service:** Publish the Company's description within ONE (1) business day of approval. First year fee = \$9,600

The current annual maintenance fee in each renewal year is \$3,995.

Participation in the Standard & Poor's **Market Access Program** is contingent upon editorial review of Company information and approval for publication in Standard & Poor's Corporation Records.

**COMPANY MAILING/BILLING ADDRESS (PLEASE PRINT):**

Company \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ Province (or State) \_\_\_\_\_ Postal Code (or Zip) \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

The undersigned hereby acknowledges that he/she is authorized to execute this Standard & Poor's Market Access Program Coverage Order Form and License Agreement (the "Agreement") on behalf of the Company and that he/she has read the terms and conditions of the License Agreement attached hereto and incorporated herein:

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**IN CARE OF REPRESENTATIVE FIRM (PLEASE PRINT):**

Company \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ Province (or State) \_\_\_\_\_ Postal Code (or Zip) \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

The undersigned hereby acknowledges that he/she is authorized to execute this Standard & Poor's Market Access Program Coverage Order Form and License Agreement (the "Agreement") on behalf of the Company and that he/she has read the terms and conditions of the License Agreement attached hereto and incorporated herein:

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Company shall complete the above information in its entirety and return this form to the S&P Sales Manager indicated at the top of this page.**

*For S&P Use Only*

## LICENSE AGREEMENT

This Order Form and License Agreement (this "Agreement") is entered into by and between the company ("Company") first named on the Order Form and License Agreement and Standard & Poor's, a division of The McGraw-Hill Companies, Inc. ("S&P").

WHEREAS S&P and its third-party licensors own and retain all proprietary rights (including, but not limited to, trademarks and copyrights) to and interests in certain information product(s) (the "S&P Products") set forth on the Order Form attached hereto and incorporated herein; and

WHEREAS Company desires coverage in those S&P Products specifically designated on the Order Form;

NOW, THEREFORE, it is agreed as follows:

1. S&P shall make known to Company, and Company shall submit to S&P, all materials and information required by S&P with respect to application for coverage in the S&P Products. Such materials and information are subject to S&P's editorial approval prior to inclusion in the S&P Products designated on the previous page hereof. Company must submit new materials to S&P at least once a year. In addition, Company is required to place S&P on its mailing list to receive Company's annual and interim reports, proxy statements, and press releases as they are issued. Companies that do not comply with the foregoing may be deleted from the S&P Products, and S&P shall not be liable to such Company in connection with such deletion.
2. Company shall not alter, modify, remove or otherwise revise any part or parts of the disclaimer, copyright and other such notices that appear on all the S&P Products.
3. Company understands and acknowledges that entrance by Company into this Agreement does not ensure editorial approval by S&P of such Company's financial information or that such financial information will be covered in the S&P Products. Company understands and acknowledges that coverage of the Company in the S&P Products does not guarantee Company's eligibility for future coverage. If Company's application is rejected by S&P for coverage in the S&P Products, Company shall receive a refund of monies previously paid by Company for the services hereunder. Except for the foregoing, no refunds shall be provided for any reason, including, without limitation, changes in corporate status or deletion by S&P for Company's failure to provide required materials pursuant to Paragraph 1, above. S&P has the right to increase the annual price upon written notice to Company at least thirty (30) days prior to any anniversary of this Agreement. Standard & Poor's Corporation Records is a recognized securities manual in many states for "Blue Sky/Manual Exemption" trading; however, a state's acceptance of S&P's presentation is not guaranteed, and must be verified by the securities administrator in the state(s) where acceptance is sought.
4. The term of this Agreement shall be for a period of (1) year from the date of the signature on the Order Form (the "Effective Date") and shall be automatically extended for successive one (1) year terms unless either party shall notify the other in writing of its decision not to extend the term of this Agreement at least thirty (30) days prior to the expiration of the term then in effect.
5. NEITHER S&P, ITS AFFILIATES, TSX INC. OR ITS AFFILIATES, NOR ANY OTHER ENTITY THAT HAS BEEN INVOLVED IN CREATING, PRODUCING OR DELIVERING THE S&P PRODUCTS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF ANY OF THE S&P PRODUCTS, INCLUDING THE INFORMATION, DATA, OR SOFTWARE CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR THE PERFORMANCE THEREOF OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NOR DOES S&P, ITS AFFILIATES, TSX INC. OR ITS AFFILIATES, NOR ANY OTHER ENTITY THAT HAS BEEN INVOLVED IN CREATING, PRODUCING OR DELIVERING THE S&P PRODUCTS GUARANTEE COVERAGE IN THE S&P PRODUCTS OR FUTURE ELIGIBILITY FOR COVERAGE OF COMPANIES COVERED IN THE S&P PRODUCTS. THE ACCURACY AND COMPLETENESS OF THE S&P PRODUCTS OR ANY COMPONENT THEREOF ARE NOT GUARANTEED AND NEITHER S&P, ITS AFFILIATES, TSX INC. OR ITS AFFILIATES, NOR ANY OTHER ENTITY THAT HAS BEEN INVOLVED IN CREATING, PRODUCING OR DELIVERING THE S&P PRODUCTS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS OR OMISSIONS THEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL S&P, ITS AFFILIATES, TSX INC. OR ITS AFFILIATES, OR ANY OTHER ENTITY THAT HAS BEEN INVOLVED IN CREATING, PRODUCING OR DELIVERING THE S&P PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE NOR SHALL THEY BE LIABLE FOR ANY CLAIMS AGAINST COMPANY BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF S&P, ITS AFFILIATES, TSX INC. OR ITS AFFILIATES AND ANY OTHER ENTITY THAT HAS BEEN INVOLVED IN CREATING, PRODUCING OR DELIVERING THE S&P PRODUCTS IN CONNECTION WITH THE S&P PRODUCTS AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM(S) OF ACTION, EXCEED ONE-TWELFTH (1/12) OF THE ANNUAL FEES PAID BY COMPANY FOR THE THEN CURRENT YEAR; AND NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY COMPANY MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED. Neither party shall be liable to the other for any default resulting from circumstances beyond such party's reasonable control. The S&P Products are provided by S&P's Investment Services, which operates independently of, and has no access to information obtained by, S&P's Credit Market Services, which may in its regular operations obtain information of a confidential nature.
6. Company expressly acknowledges that the S&P Product(s) was compiled, prepared, revised, selected, arranged and published by S&P through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, that the S&P Product(s) constitutes valuable intellectual property of S&P, and that no proprietary rights are being transferred to Company in such materials or in any of the information contained therein. Company agrees that misappropriation or misuse of such materials will cause serious damage to S&P and that in such event money damages may not constitute sufficient compensation; consequently, Company agrees that in the event of any misappropriation or misuse, S&P shall have the right to obtain injunctive relief. Company agrees to protect the copyright and other proprietary rights of S&P during the term of this Agreement as well as after its termination. Company shall honor and comply with reasonable written requests made by S&P to protect its contractual, statutory and common law rights in the S&P Product(s) licensed hereunder. All materials provided by S&P to Company relating to the S&P Product(s) shall remain the property of S&P and shall be returned upon the termination of this Agreement. The S&P Product(s) shall remain the property of S&P.
7. Company is expressly prohibited from releasing any public statement or press release announcing the inclusion of Company in the S&P Product(s) without the prior written consent of S&P.
8. S&P shall be entitled to immediately terminate the S&P Product(s) upon written notice to Company in the event that Company uses the S&P Product(s) in a manner that violates this Agreement. S&P reserves the right to terminate the S&P Product(s) without cause at any time upon making refund of unearned fees paid.
9. This Agreement shall not be assigned or transferred by Company without the prior written consent of S&P and shall be governed by the laws of the State of New York.
10. SIGNATURE BY COMPANY OR ITS AUTHORIZED REPRESENTATIVE ON THE PREVIOUS PAGE HEREOF INDICATES COMPANY'S ACCEPTANCE OF THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN AND THAT COMPANY HAS MADE NO MODIFICATIONS TO SUCH TERMS AND CONDITIONS. COMPANY MAY EXECUTE THIS AGREEMENT AND RETURN IT TO S&P VIA FACSIMILE TRANSMISSION OR SCANNING; PROVIDED, HOWEVER, THAT COMPANY ALSO RETURNS THE EXECUTED HARD COPY ORIGINAL OF THE AGREEMENT TO S&P BY FIRST-CLASS MAIL, OVERNIGHT DELIVERY SERVICE OR MESSENGER.