

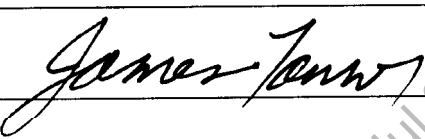
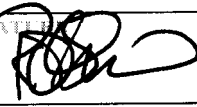
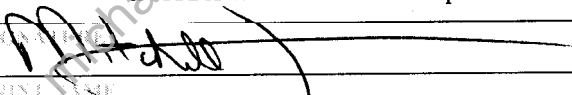
WALL STREET ON DEMAND

MASTER SERVICE AGREEMENT

SERVICE PROVIDER WALL STREET ON DEMAND, INC.	CLIENT E*TRADE FINANCIAL Corp.
PRINCIPAL OFFICE 5718 Central Avenue Boulder, CO 80301	OFFICE 671 North Glebe Road Arlington, VA 22203
INCORPORATION Delaware	INCORPORATION Delaware

WSOD CLIENT NUMBER	EFFECTIVE DATE October 1, 2005
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The entirety of the Agreement consists of the attached Master Service Agreement and any Addendums and Statements of Work. Together, these documents are referred to as the Agreement. By signing below, each party agrees that it has read the Agreement and will be bound by it with effect from October 1, 2005. This date is referred to as the "Effective Date".

ACCEPTED WALL STREET ON DEMAND, INC.	ACCEPTED E*TRADE FINANCIAL Corp.
SIGNATURE 	SIGNATURE 
PRINT NAME James Tanner	PRINT NAME Robert Simmons
TITLE President & CEO	TITLE Chief Financial Officer
DATE OF SIGNATURE 12/30/05	DATE OF SIGNATURE 12/30/05
ACCEPTED E*TRADE FINANCIAL Corp.	
SIGNATURE 	
PRINT NAME Mitch Caplan	
TITLE Chief Executive Officer	
DATE OF SIGNATURE 12/30/05	

This Master Service Agreement is made and entered into as of the above Effective Date, by and between Wall Street On Demand Inc. ("WSOD"), a Delaware corporation, having a principal place of business at 5718 Central Avenue, Boulder, Colorado, and E*TRADE Financial Corporation ("E*TRADE" or "Client"), a Delaware corporation, having a place of business at 671 North Glebe Road, Arlington, Virginia. WSOD and E*TRADE agree as follows:

1 Definitions

Addendum means any written document signed by both parties for the express purpose of creating additional terms or amending the terms of this Master Service Agreement. If the terms of this Master Service Agreement and any *Addendum* conflict, the terms of the Master Service Agreement shall control unless expressly stated otherwise in the relevant *Addendum*. An *Addendum* shall not be binding on either party until it has been signed by both parties.

Service Fees means fees and reasonable costs payable by Client for the performance of *WSOD Services* as detailed in each *Statement of Work*.

WSOD Services means the services detailed in a *Statement of Work*, and will often include such services as design work, consulting work, aggregation work, reporting and hosting work.

Customized Solution includes, but is not limited to any software product, functionality design, report design or service implementation (and any associated *Documentation* and *Updates*) developed by WSOD and identified as such in any *Statement of Work*.

Documentation means any standard written material in machine readable or printed form that describes the design, functions, operation or use of the *Customized Solution*.

Statement of Work means a written document in a form prescribed by WSOD signed by both parties regarding tasks to be performed and/or items to be delivered under this Master Service Agreement. If the terms of this Master Service Agreement and any *Statement of Work* conflict, the terms of the Master Service Agreement shall control. A *Statement of Work* shall not be binding on either party until it has been signed by both parties.

Virus means any code or device which is designed or intended to impair the operation of any computer or database, prevents or hinders access to or the operation of any program or data (whether by altering, erasing, duplicating or rearranging within the computer or any storage medium or device, the program or data in whole or in part, or otherwise) including, computer viruses, worms and trojan horses.

2 Provision of Services

2.1 *WSOD Services* will be documented in a *Statement of Work* and the *Statement of Work* will specify whether such services will be provided on a fixed-price basis or a time and materials basis, or volume. Each *Statement of Work* shall be given a sequential number so as to keep track of all signed *Statements of Work*.

2.2 Client shall provide WSOD with reasonable cooperation to facilitate proper and prompt performance of the *WSOD Services*, including:

- a) providing WSOD with specific and detailed information concerning Client's use of, and providing reasonable access to, any applicable software; and
- b) providing WSOD adequate access to Client's personnel who have sufficient experience to coordinate and assist WSOD in the provision of the *WSOD Services*.

2.3 In the event WSOD performs any *WSOD Services* on Client's premises, WSOD shall agree to comply with any and all policies and procedures Client reasonably requires of vendors that perform services on such premises.

2.4 Client may, at its option, request WSOD to remove from Client's project any WSOD employee or contractor who, in Client's sole reasonable opinion, is not performing satisfactorily. At Client's request, WSOD agrees to replace any such WSOD employee or contractor with an employee or contractor reasonably acceptable to Client.

2.5 Process Management. Operational management of Client and WSOD shall meet (which meeting may be conducted by teleconference) not less than once per month in order to discuss project status, problems that may affect delivery schedules, technical details and other similar issues. Senior management of Client and WSOD shall meet (which meeting may be conducted by teleconference) not less than once every six months in order to discuss any issues addressed to them by operational management as well as the overall relationship of the parties.

2.6 Third Party Materials. WSOD agrees that to the extent it has access to any third party content or other third party materials in connection with its performance of the WSOD Services, it shall not disclose or distribute such materials to any person or entity except as permitted by the applicable third party in the performance of such WSOD Services in accordance with the terms of the entirety of the Agreement or unless otherwise directed by such third parties.

Payments and Fees

3.1 Fees. On the payment dates specified on the relevant *Statement of Work*, Client shall pay to WSOD the undisputed *Service Fees* and WSOD charges as set forth in the applicable *Statement of Work*. Unless otherwise specified in the applicable *Statement of Work*, all Services shall be billed by WSOD to Client monthly in arrears.

3.2 Payment of Invoices. All undisputed *Service Fees* are (unless otherwise indicated on the relevant *Statement of Work*) payable 30 days after the date of receipt of the relevant invoice. A service charge of 1.5% per month or the highest lawful interest rate, whichever is lower, will be applied to all amounts not paid when due. Client shall, within thirty days of receipt of any invoice, provide written notice to WSOD of any dispute setting forth in reasonable detail the reason for such dispute.

3.3 Billing Errors. If Wall Street On Demand makes a billing mistake that results in a credit to Client, that credit will be due within thirty days of discovery, or on the next invoice, whichever is sooner.

3.4 Currency and Method of Payments. Unless otherwise specified, *Service Fees* are quoted, and all payments shall be made in, United States dollars.

3.5 Payments to Third Party Information Providers. Should WSOD hold the contract or payment responsibilities (as a pass through cost) with a third party information provider, WSOD will pay the information providers on time, according to the terms in its agreements with those providers.

4 Taxes

4.1 Payment of Taxes. In addition to the *Service Fees*, Client will pay to WSOD or to the relevant taxing authority, as appropriate, any applicable taxes or duties (excluding taxes levied or imposed on WSOD income and payroll) payable under this Master Service Agreement, so that after payment of such taxes and duties the amount received by WSOD is not less than the *Service Fees*.

5 Title

5.1 WSOD Property. Unless otherwise agreed in a *Statement of Work*, Client acknowledges that the only rights it has to the *Customized Solution* under this Master Service Agreement are non-exclusive rights under license. Client agrees not to use the *Customized Solution* other than as licensed under this Master Service Agreement. The parties acknowledge that performance of this Master Service Agreement may result in the development by WSOD of new

concepts, software, methods, techniques, processes, adaptations and ideas, in addition to WSOD prior technology, which may be embodied in the *Customized Solution*. Unless otherwise agreed in the *Statement of Work*, the parties agree that the same shall belong to WSOD exclusively

5.2 Ownership. Except as expressly stated in this Master Service Agreement, each party or their respective licensors and third party information and content providers retain all rights, title and interest in and to all of the information, content, data, designs, materials and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by it pursuant to this Master Service Agreement. Except as expressly provided herein, no other right or license with respect to any copyrights, patent rights, trademark rights or other proprietary rights is granted under this Master Service Agreement. All rights not expressly granted hereunder by a party are expressly reserved to such party and its licensors and information and content providers.

6 Licenses

6.1 WSOD grants to Client a non-transferable, non-assignable, non-sub licensable, license to use the *Customized Solution*

6.2 License to Client Marks. If expressly required pursuant to any *Statement of Work*, Client hereby grants WSOD a nonexclusive, non-transferable, non-sublicensable license to use the Client Marks solely on the WSOD web site and solely in connection with the marketing and promotion of the WSOD Services. "**Client Marks**" shall mean solely the Client name and logo as provided to WSOD; provided, however, that Client, in its sole discretion from time to time, may change the appearance and/or style of the Client Marks, provided that, unless required earlier by a court order or to avoid potential infringement liability, WSOD shall have fourteen (14) days' notice to implement any such changes. WSOD hereby acknowledges and agrees that (i) the Client Marks are owned solely and exclusively by Client or its subsidiaries, (ii) except as set forth herein, WSOD has no rights, title or interest in or to the Client Marks and (iii) all use of the Client Marks by WSOD shall inure to the benefit of Client and its subsidiaries. WSOD agrees not to apply for registration of the Client Marks (or any mark confusingly similar thereto) anywhere in the world. WSOD agrees that it shall not engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of Client or any Client Mark.

6.3 Use and Display of Client Marks. WSOD acknowledges and agrees that the presentation and image of the Client Marks should be uniform and consistent with respect to all services, activities and products associated with the Client Marks. Accordingly, WSOD agrees to use the Client Marks solely in the manner which Client shall specify from time to time in Client's sole discretion. All usage by WSOD of the Client Marks shall include the registered trademark symbol and shall be in the following form, as appropriate: [Client Mark]® or [Client Mark]SM or [Client Mark]TM.

6.4 License Limitations. The licenses granted shall be subject to the following limitation: Client shall only give access to the *Customized Solution* to entitled users, and use such *Customized Solution* only at the web sites which are set forth on the relevant *Statement of Work*.

Termination

7.1 Term. This Master Service Agreement and the licenses granted under it will remain in effect for three (3) years from the *Effective Date*, and will automatically renew thereafter on a Month to Month basis so long as any services are ongoing, or any *Statement of Work* is still in effect. Upon conversion to a Month to Month basis, this contract may be terminated upon Notice, given pursuant to section 12, sixty (60) days prior to termination.

7.2 Termination. Either party may terminate this Master Service Agreement or any individual *Statement of Work* (within the timescales set out below) if the other party:

- a) commits a Material Breach of this Master Service Agreement which is incapable of remedy. Such termination shall be effective immediately on giving Notice pursuant to section 12
- b) commits a Material Breach of this Master Service Agreement, which remains unremedied thirty (30) days after receipt of Notice pursuant to section 12. Such termination shall be effective at the end of the thirty (30) day notice period. However, if the breach is capable of remedy but cannot reasonably be cured within such thirty (30) day period, termination shall not be effective if the party in default commences cure of the breach within thirty (30) days and fully cures any such Material Breach within sixty (60) days of receipt of such a Notice of breach pursuant to section 12;
- c) makes an assignment for the benefit of its creditors, files or has filed against it a petition under any bankruptcy, insolvency, reorganization or similar law, appoints or has appointed against it a trustee or receiver for any of its property or commences or has commenced against it (by resolution or otherwise) the liquidation or winding-up of its affairs, which termination shall be effective immediately upon giving notice.

7.3 Termination for Convenience. Subsequent to October 1, 2006, but not prior, either party may terminate this Master Service Agreement or any *Statement of Work* without cause upon sixty days prior written notice to the other party.

7.4 Statement of Work. The parties' termination for any reason of any individual *Statement of Work* shall not result in a termination of this Master Service Agreement but shall result in only the termination of the relevant *Statement of Work*. The provisions of this Master Service Agreement relating to the effects of termination shall apply to each *Statement of Work* as an independent contract.

7.5 Obligations upon Termination. Upon termination of a *Statement of Work* pursuant to which *Customized Solution* was developed, if WSOD retains ownership of the *Customized Solution* Client will cease using the *Customized Solution*. In addition, upon termination of a *Statement of Work* or this Master Service Agreement, Client shall pay any outstanding fees accrued through the date of termination.

7.6 Survival. The respective rights and obligations of the parties under Clauses 5, 7.4, 8, 9, 10 and 14 shall survive any termination of this Master Service Agreement.

7.7 Material Breach. Notice of a Material Breach must be delivered pursuant to the terms of section 12. A Material Breach is any failure to perform an agreed upon term which is essential to the Agreement, and as such causes substantial harm to one of the parties, including but not limited to:

- a) any failure to make complete and timely payments under the terms of any *Statement of Work*;
- b) any breach of the terms of WSOD's license provisions in this Master Service Agreement with Client, including but not limited to the distribution of any WSOD products, materials, software, tangible or intangible property to unlicensed third parties.

8 Warranties.

8.1 Mutual Warranties. Each party warrants that:

- a) it has full power to enter into and perform its obligations under this Master Service Agreement;
- b) it has obtained all necessary corporate approvals to enter into and execute this Master Service Agreement, to grant the licenses granted hereunder and to perform the acts required of it; and
- c) its performance under this Master Service Agreement does not or shall not conflict with any other material agreement or obligation to which it is a party or by which it is bound;
- d) any Customized Solutions, trademarks, software, materials, or any other tangible or intangible property provided hereunder does not and will not infringe on any copyright, trademark, patent, trade secret, or any other third party right or violate any applicable law or regulation

8.2 WSOD Warranty. WSOD further warrants to client that:

- a) the WSOD Services shall be of a professional quality conforming to generally accepted industry standards and practices;
- b) for a period of 180 days after Client's final acceptance of the *Customized Solution*, the *Customized Solution* shall substantially conform to the *Documentation*, unless otherwise directed by Client; and
- c) WSOD will use all reasonable commercial efforts to ensure that the *Customized Solution* has been scanned for Viruses utilizing the most recent version of generally available anti-virus protection and that a Virus has not been intentionally inserted into the *Customized Solution* by a WSOD employee. In the event a Virus is detected in the *Customized Solution*, WSOD shall use commercially reasonable efforts to remove such virus as soon as possible.

8.3 Disclaimer of warranties. Except as expressly set forth in this Agreement or a *Statement of Work*, there are no other warranties with respect to the services provided under this Master Service Agreement. Client acknowledges that the information displayed by the Wall Street On Demand service is obtained by WSOD from various sources which WSOD believes to be reliable, that transmission of any content is accomplished by communications facilities over which WSOD has no control, and that WSOD assumes no responsibility for such content or for outages or for interruptions of service. Except as expressly set forth in this agreement or a *Statement of Work*, WSOD and its suppliers make no warranty or representation that the *Customized Solution* will meet Client's requirements or that the content displayed will be error free or be received by WSOD without interruption. WSOD and its suppliers make and Client receives no other warranties whether express, implied, statutory, or otherwise arising from course of dealing or usage of trade, and WSOD expressly disclaims all other warranties, including the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

8.4 Exclusion of special damages. Neither party nor its suppliers shall be liable for any indirect, special, incidental, punitive, or consequential damages, loss of profits, economic loss, loss of business, or loss of data or computer files or programs, even if advised of the possibility of such damages. The foregoing shall apply regardless of whether such liability is based in contract, tort, (including but not limited to gross negligence) and strict liability or any other theory of legal liability.

8.5 Limitation of Liability. Neither party shall be liable to the other for an amount greater than that having then been paid or payable by Client to WSOD under an applicable *Statement of Work*. Notwithstanding anything to the contrary elsewhere in this Master Service Agreement, the parties understand and agree that any limits on liability established herein will not apply to damages incurred due to breach by a party of its obligations regarding confidentiality, nor to damages incurred due to the gross negligence or willful misconduct of a party, its officers, directors, employees, or agents.

9 **Indemnification.**

9.1 WSOD (the "Indemnitor") shall indemnify, defend and hold harmless E*TRADE, each of its affiliates, directors, officers, agents, employees and sublicensees ("the Indemnitee") from and against any and all damages, costs, liabilities, suits, expenses, and attorneys' fees, (including without limitation any proceeding, investigation, demand, or claim by private party, or parties, a self-regulatory organization, state or federal securities agency or commission) (an "Action"); provided that:

- a) the Indemnitor is notified in writing of such Action within thirty (30) days of receipt of notice of such Action,
- b) the Indemnitor shall have the sole control of the defense and/or settlement thereof,
- c) the Indemnitee furnishes to the Indemnitor, on request, information available to the Indemnitee for such defense;

- d) the Indemnitee cooperates, and agrees to work with the Indemnitor in good faith, at Indemnitors sole cost and expense, in any defense and/or settlement of such Action,
- e) the Indemnitee shall not admit any such Action or any allegations made in such Action without the prior written consent of the Indemnitor.

9.2 Indemnitor obligations to indemnify, defend and hold harmless Indemnitee shall extend only to Actions relating to:

- a) an assertion that the information, content, or other materials or services provided or made available by the Indemnitor or the use thereof as specifically authorized by the Indemnitor, infringe any patent, copyright or trademark rights of any third party, or are a misappropriation of any third party's trade secret,
- b) an assertion that Indemnitor will not contribute any libelous, defamatory, disparaging, pornographic, or obscene materials to the information passed through Indemnitor;
- c) the gross negligence or willful misconduct of the Indemnitor.
- d) any breach by Indemnitor of its obligations, representations, and warranties under this Agreement; including without limitation any distribution of promotional or advertising material on behalf of Indemnitee, not approved in advance by Indemnitee, and any content of, or statements made by Indemnitor on the Indemnitee's site.

9.3 Nothing herein will prevent the Indemnitee from procuring separate counsel for its defense, and the Indemnitor agrees to work with any Indemnitee-retained counsel in good faith and cooperation.

10 Governing Law, Jurisdiction, Third Party Rights

10.1 This Master Service Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principals thereof relating to conflict of laws.

1 Confidentiality

11.1 Confidentiality Obligations. Either party (the **Disclosing Party**) may from time to time disclose Confidential Information to the other party (the **Recipient**). **Confidential Information** is all nonpublic information concerning the business, technology, internal structure and strategies of the Disclosing Party which is conveyed to the Recipient verbally or in tangible form and is either marked as "confidential" or which due to the nature of the information, or the circumstances surrounding its disclosure, should be reasonably construed as confidential. During the term of this Master Service Agreement and for so long as the Confidential Information retains commercial value, Recipient will keep in confidence and will not disclose, or permit any employee, agent or other person working under Recipient's direction to disclose any Confidential Information to any other person. Recipient will employ at least the same methods and degree of care, but no less than a reasonable degree of care, to prevent disclosure of the Confidential Information as Recipient employs with respect to its own confidential information.

11.2 Permitted Disclosures. There will be no obligations on Recipient with respect to any Confidential Information which:

- a) is now generally known or available or which, subsequently through no act or failure to act on the part of Recipient, becomes generally known or available;
- b) is rightfully known to Recipient at the time of receiving such information;
- c) is provided to Recipient by a third party that has the authority to provide it; or

- d) is independently developed by Recipient; or
- e) to a third party in connection with an actual or proposed merger, acquisition or similar transaction provided such are bound by obligations consistent with and equally restrictive as those provided herein.

11.3 Notwithstanding the foregoing, each party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as and to the extent required by law; or on a "need-to-know" basis under an obligation of confidentiality to its legal counsel, accountants, banks and other financing sources and their advisors, provided, however, that before disclosing any Confidential Information, the party notifies the other party of the imminent disclosure and gives that party an opportunity to seek appropriate protection of the Confidential Information. It will not be deemed a breach of this Master Service Agreement for a party to disclose the terms and conditions of this Master Service Agreement in any regulatory filing with the Securities and Exchange Commission, which such party in good faith determines is required, provided such party seeks confidential treatment of the material financial terms and conditions of this Master Service Agreement.

11.4 Obligations upon Termination. Upon termination of this Master Service Agreement, each party shall, at the other party's option, either return or destroy all software and Confidential Information of the other party.

11.5 Marketing. Except as expressly provided herein, the parties agree that neither party shall use the other party's name or trademarks in any press announcements or other promotional, advertising or marketing materials and campaigns, without the prior approval of the other party. If any such use is approved, all of the good will from any use of a party's service or trademarks shall inure to the party owning such mark.

12 Notices

Notices deliverable under this Master Service Agreement shall be given in writing, addressed to the Parties set forth below and shall be deemed to have been given either one day after being given to an express overnight carrier with a reliable system for tracking delivery; or when sent by a facsimile promptly and specifically confirmed by telephone, with another copy sent by express overnight carrier with a reliable system for tracking delivery:

For notices to WSOD:

Wall Street On Demand
5718 Central Avenue
Boulder, CO 80301
Attn: James Tanner

For notices to Client:

E*TRADE Financial Corporation
671 North Glebe Road
Arlington, VA 22203
Attn: Chief Legal Officer

13 Change Control

Any change to the *WSOD Services* requested by either party will be referred to as a "**Change**" and be subject to a notice (**Change Notice**) in accordance with the following change procedure. Either party may request a Change and issue a Change Notice. A Change Notice can be in any form but must provide reasonable details of the Change and the party's estimate of the effect (if any) of the Change on the price, its impact on delivery dates, the manpower required and any other effect which it considers the Change will have. The other party will respond in writing by return if possible, but in any event within 7 calendar days of receipt of the Change Notice, indicating whether or not it accepts the Change, and giving its own estimate of the effects which the Change will have, including any costs and timing issues expected to arise in connection with evaluating the Change. Each party shall respond to all further correspondence by return if possible, but in any event within 7 calendar days of receipt of

previous correspondence, until agreement on the Change is reached and recorded in an agreed contract Addendum signed by both parties. Neither party shall be under any obligation to accept any Change that is not subject to such an agreed contract amendment.

14 General

14.1 Assignment. Neither party may transfer any of its rights or obligations under this Master Service Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Clause 15.1 shall not be construed as limiting WSOD's right to use subcontractors to carry out any of its obligations under this Master Service Agreement. WSOD shall remain liable for any such services provided by a subcontractor. Notwithstanding the foregoing, either party may assign all of its rights and obligations under this Master Service Agreement to any entity that acquires all or substantially all of the assigning party's assets and business or to an entity controlled by, controlling, or under the common control of, the assigning party without the consent of the other party. Any assignment not in conformity with this Clause 15.1 is void.

14.2 Entire Agreement; Amendment; Waiver. This Master Service Agreement constitutes the entire understanding between the parties regarding its subject matter and supersedes all proposals, verbal or written, and all other representations, statements, negotiations and undertakings relating to such subject matter. In entering this Master Service Agreement, neither party has relied on any statement, warranty or representation (except in the case of fraud) made by the other save as set out in this Master Service Agreement. No change in, addition to, or waiver of any provision of this Master Service Agreement shall be binding upon either party unless in writing signed by an authorized representative of such party. No waiver or failure to enforce by either party of any breach by the other of any provision of this Master Service Agreement shall be construed as a waiver of that or any other provision on any other occasion.

14.3 Severability. If any provision of this Master Service Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of this Master Service Agreement shall remain in effect and this Agreement shall be read as though the offending provision had not been written.

14.4 Counterparts. This Master Service Agreement may be signed in multiple counterparts, each of which shall be deemed effective as if each party had signed each such counterpart.

14.5 Export Compliance. Client acknowledges that certain software developed hereunder may be subject to United States or other export regulations for high-technology items and agrees to comply with all such regulations.

14.6 Force Majeure. Neither party shall be liable for any failure to perform (except payment obligations) under this Master Service Agreement if prevented from doing so by acts of God, strikes, lock-outs, governmental orders or restrictions, war, threat of war, hostilities, revolution, riots, epidemics, fire, earthquake, flood or other occurrence that could not with reasonable diligence be controlled or prevented by the party. Any failure to perform shall be cured as soon as reasonably practical by the non-performing party. Any event of force majeure that continues for more than 90 days shall entitle the other party to terminate upon serving notice on the non-performing party.

14.7 Privacy. WSOD shall not collect any information about the manner in which Client, or any of Client's customers, uses the *Customized Solution* including, without limitation, individualized or aggregated data related to activity on WSOD networks, nor shall WSOD employ cookies or software tools of a similar nature, absent the specific written permission of Client; provided however, that WSOD shall have the right to collect aggregated and individual tracking data related to activity on WSOD networks, and use cookies in connection therewith, so long as such aggregated data does not reveal any *Customer Data* and is used solely in connection with WSOD's provision of the services contracted for herein. *Customer Data* means the nonpublic personal information of Client's customers or prospective customers and consumers, (and/or those of Client's parent, affiliated or subsidiary companies) received by WSOD in connection with the performance of its obligations under this Master Service Agreement, including, but not limited to (i) an individual's name, address, e-mail address, telephone

number and/or social security number, (ii) the fact that an individual has a relationship with Client and/or its parent, affiliated or subsidiary companies, or (iii) an individual's account information.

14.8 Independent Contractor. WSOD and Client agree that WSOD is an independent contractor.

14.9 Insurance. WSOD represents and warrants that it has and shall during the term of this Master Service Agreement maintain insurance coverage. The most current insurance coverage is included in Exhibit A.

15 Service Level Agreement

15.1 WSOD agrees to provide Client with maintenance and support services which shall consist of the following:

- a) WSOD will be available by telephone to receive requests for maintenance and support services (i) twenty-four hours per day, seven days per week for problems with the Customized Service which compromise production processing and (ii) normal business hours (8:00 AM — 6:00 PM ET) for questions about the Customized Service and problems with the Customized Service which do not compromise production processing
- b) WSOD will provide a primary, secondary and tertiary contact for reporting production issues. The primary contact will be the Data Center which will acknowledge calls according to the defined Severity Level, and WSOD will keep the Client informed about the status of a Workaround or Fix, with the frequency of updates outlined in the table below:
- c) Problem Severity. Problems with the WSOD Customized Service will be classified according to the impact that they have on Client.

Level One — any problem that prevents Client from processing customer orders or prevents Client from performing required back office functionality.

Level Two — any problem that impacts Clients' ability to perform required functionality and for which there is a manual work around.

Level Three — any problem where the WSOD software system fails to process as per the system documentation. However, the impact of this problem on Client is minor.

The following table defines the obligations of WSOD to respond to problems with the WSOD software system:

		Target	
		Notification Time	Status Updates
Level 1	Severity Definition	Examples	
	Critical Impact	Enterprise-wide outages (no work-around)	
	Enterprise-wide outages (no work-around)	All communication lines are down	
Level 2	Device or service outage affecting all sites (no work-around)	Device or service outage affecting all sites (no work-around)	
	Major Impact	All the servers on one data center are completely down or	
	Outages or functionality incidents affecting one site but some clients are still able to use the service satisfactorily	complete component outage (e.g. rankings fall on all servers)	

Level 3	Moderate Impact	A partial component outage of some servers or a disruption of the redundancy model	Within 4 hours	Every 1 hour
	Outages or functionality incidents which do not prevent the clients from using the services	A particular piece of functionality is impaired on limited set of servers (e.g. a quote retrieval system is falling for a specific symbol on a single server instance, or one WAN line is down)		
Level 4	Minor Impact	One server is down (seamless to the end users) or a minor data disruption such as a blank High Low for a symbol	Within 24 hours	
	Incidents or issuers are not impacting on the satisfactory operation of the service			

d) Problem Escalation

All acknowledgements and updates will be directed to the following Client Contacts:

Client	Functions	Contact Information

15.1.d.1 Communication relating to the Customized Solution, including product assurance issues and change management will be directed to the Primary, Secondary and Tertiary WSOD contacts listed in the following table:

WSOD	Functions	Contact Information
Primary Contact Data Center	Primary Contact at WSOD. DC will answer calls from the Client relating to production assurance of the hosted solution.	Data Center 303 583 4308 direct 720 317 5736 mobile data.center@wallst.com
Secondary Contact Scott Kenny	Account Manager responsible for the E*TRADE Account	Scott Kenny 303 583 6370 direct 303 612 2586 mobile scott.kenny@wallst.com
Alternate Contact William Stein	Project Manager responsible for the E*TRADE Account	William Stein 303 583 4333 direct william.stein@wallst.com

15.2 Availability - "Availability" means the amount of time in a calendar month during which Client may access and has use of the *Customized Solution*. "Available Hours" means all times of day and night, 7 days a week, 365 days a year, excluding Scheduled Outages.

15.3 Uptime - "Uptime" shall be calculated as a percentage by taking the total number of minutes within the Available Hours for the month, minus the total number of minutes of Monitored Product Failure divided by the total number of minutes within the Available Hours for the month. For example, in a thirty day month, there are 43,200 minutes, assuming all the minutes in the month are counted as Available Hours. During this month, 30 minutes of Monitored Product Failures would constitute a 0.07% loss of Uptime ($30/43,200 = 0.07\%$). Uptime in a month with 30 minutes of Monitored Product Failure would be 99.93% uptime which is our benchmark service level.

15.4 Exclusions - WSOD is responsible for resolving all System (firewall, router, global load balancer, network, session management / authentication and web server response) and Application (quotes, charts, news, report retrieval, screening and data retrieval) related problems. Degraded Performance (either site slowness or page unavailability) due to Client's infrastructure, or telecommunications failure beyond WSOD's control will not affect service level performance standards for purposes of the Service Level calculations.

- Scheduled Outage** - A Scheduled Outage shall be defined as the period once each calendar month not to exceed four consecutive hours in length during which the System shall be inaccessible. Scheduled Outages will occur on Saturday of the first full weekend of the month between 12:01 am and 4:00 am eastern time. WSOD may require additional time; any additional time taken is not considered a Scheduled Outage. Scheduled Outages are excluded from system availability calculations.
- The 24 x 7 site monitoring and total minutes of Monitored Product Failure will exclude any non-scheduled and scheduled outages of the Third Party Monitoring Provider (Dot Com Monitor or Gomez) in which the provider is unable to run the web tests.
- A Monitored Product Failure will exclude any failure due to any third party telecommunications provider.
- Site monitors that fail due to unavailability of a third party provider of the Client will not be included in the service level performance calculations.

- e) The failure of any third party hardware or software to perform in accordance with its manufacturer's specifications that is not caused by WSOD negligence or willful misconduct will be excluded from the total minutes of Monitored Product Failure.

15.5 Monitoring - WSOD and Client will agree on a list of ten pages within the Quotes & Research area on the website to monitor. Each page shall be monitored from more than one location outside of WSOD's network on a round-robin basis at least once every five minutes. A page will fail a monitoring test (a Monitored Product Failure) if all monitoring locations fail to access a page in two successive tries from each monitoring location.

Pages to be monitored:

1. U.S. Markets (Landing)
2. Global Markets (Landing)
3. Markets News (Landing)
4. Analyst Research (Landing)
5. Investment Ideas (Landing)
6. Quotes / Snapshot (Company view)
7. Quotes / Charts (Company view)
8. Quotes / Analyst Research (Company view)
9. Watch List (containing 25 symbols)
10. Sectors & Industries (Landing)

Site Performance – Performance measurements will be based on HTML download times which do not include items typically cached by the user's browser such as javascript, CSS and static images. Measurements will be made using a third party provider (Dot Com Monitor) from outside the firewall at various regional monitoring centers. Dot Com will provide the monthly summary reporting which is used for the calculation of service level (availability and average response times). Reporting will be provided to E*TRADE upon request.

Allowable performance benchmarks have been established based on an examination of performance statistics for E*TRADE hosted pages (December 2005), page sizes and preliminary performance measurements on WSOD hosted pages comparable in functionality to the pages which will be developed for E*TRADE. Performance benchmarks are;

	E*TRADE Hosted Pages	WSOD Replacement Pages
Allowable page sizes	20 to 100 k bytes	20 to 100 k bytes page size not to exceed 100 k bytes
Average HTML download times from Dot Com Monitor	< 600 mseconds	800 ± 200 mseconds Average performance not to exceed 1000 mseconds
For comparison, each vendor has	< 100 mseconds	< 200 mseconds

identified server execution times

Pages will be grouped into two classes;

sub-one second response times

sub-two second response times

The majority of pages will be delivered in under one second. Pages will be developed with performance in mind and will not to exceed 100 k bytes in size. Performance benchmarks will be 800 mseconds. The following allowable performance exception is noted for pages in the sub-two second class where content retrievals do not benefit from content caching or pages that are more educational in nature and incorporate SmartText®. Pages for which there are allowable exceptions may include Company Insiders, Institutional Holdings, Key Stats and Watch List.

For the ten pages on the monitoring list, all of which fall into the sub-one second class with the exception of the Watch List.

In addition WSOD will use its internal monitoring applications (Perfmatics, Sitescope and AMS) to look at server execution times of the applications which exclude delivery times via the internet.

Exhibit A – Insurance Coverage

1 WSOD shall obtain and maintain at its own expense:

- 1.1 One (1) or more policies for general liability insurance which policy shall have Two Million Dollars (\$2,000,000.00) aggregate coverage; and
- 1.2 One (1) or more policies for errors & omissions insurance, which policy shall have One Million Dollars (\$1,000,000.00) aggregate coverage; and
- 1.3 One (1) or more policies for fiduciary insurance, which policy shall have Five Million Dollars (\$5,000,000.00) aggregate coverage; and
- 1.4 One (1) or more policies for crime protection which policy shall have Two Hundred Fifty Thousand Dollars (\$250,000.00) aggregate coverage; and
- 1.5 One (1) or more policies for directors and officers liability which policy shall have Five Million Dollars (\$5,000,000.00) aggregate coverage; and
- 1.6 One (1) or more policies for employee practices liability which policy shall have Two Million Dollars (\$2,000,000.00) aggregate coverage; and
- 1.7 One (1) or more policies for property which policy shall have Eight Million Dollars (\$8,000,000.00) aggregate coverage; and
- 1.8 One (1) or more policies for employee benefit liability which policy shall have One Million Dollars (\$1,000,000.00) aggregate coverage; and
- 1.9 One (1) or more policies for auto liability which policy shall have One Million Dollars (\$1,000,000.00) aggregate coverage; and
- 1.10 Worker's compensation insurance, statutory.

1.11 1.11 Each policy is to be written with a current Best's Rating of A:10 or better. All policies are to be endorsed to specifically provide 30 days written notice of cancellation to Client. Before commencing performance of this Agreement, WSOD shall provide Client with certificates of insurance evidencing the above coverages, and listing Client as additional insured. Client will not maintain any insurance on behalf of WSOD unless otherwise stated in this Agreement. Client's acceptance of a certificate of insurance which is inconsistent with the requirements herein does not relieve WSOD from its obligation to provide the indicated coverage.

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York