

WALL STREET ON DEMAND

STATEMENT OF WORK #4

DESIGN, DEVELOPMENT & HOSTING OF RESEARCH TEAM INTEGRATION

This *Statement of Work* incorporates by reference all terms and conditions of the *Master Service Agreement* ("**Agreement**") between Wall Street On Demand, Inc. ("**WSOD**") and E*TRADE Financial Corporation ("**Client**") with an effective date of October 1, 2005. This *Statement of Work* is effective as of October 1, 2009. Except as expressly stated herein, the terms and conditions of the *Agreement* shall take precedence over any inconsistent or conflicting terms in this *Statement of Work*. Capitalized terms used in this *Statement of Work*, unless otherwise defined herein, shall have the meaning given them in the *Agreement*.

1 Project Description

The following section describes the services to be provided by WSOD to Client under this *Statement of Work* ("**WSOD Services**").

In Phase I, targeted for a December 23, 2009 production launch date, WSOD will provide the following items:

- Smart Consensus company report and ratings on www.etrade.com (analyst research and snapshot pages). The Smart Consensus company report and ratings will replace the Jaywalk Consensus report and ratings.
- Smart Consensus scatter plot details, which will replace the Jaywalk Consensus details section (HTML format, analyst research page).
- Smart Consensus summary table, which will replace the Independent Research Consensus table from Jaywalk (analyst research page).
- The Smart Consensus rating will be incorporated into the E*TRADE screener (opinions section).
- Smart Consensus performance statistics
- Provider performance statistics for the Client's currently licensed research providers.

In Phase II, WSOD shall provide new functionality, including:

- Smart Consensus ratings and research overlays on the company price performance charts.
- Performance Statistics will be incorporated into the E*TRADE screener.

2 Redundancy

The pages and features built and hosted by WSOD will be fully operational in both of WSOD's data centers.

In order to fully utilize redundancy, access to WSOD hosted pages should be made using the fully qualified domain name and not with a static IP address. Traffic is routinely switched between data centers, utilizing dynamic DNS updates to move traffic between facilities. Such switching will be entirely transparent to users, and all applications will honor the WSOD advertised DNS TTL and IP address.

3 Reporting

WSOD will provide Client the monthly standard reporting package, as currently provided, no later than the 10th day of the month for the previous month.

4 Development and Service Fees

There will not be a development fee in consideration of the WSOD deliverables described in the Project Description. The *Service Fee* for work enumerated in this *Statement of Work* will be \$4,165/month and will commence on the latter of: (i) when all pages are in a WSOD production environment and fully functional, and accessible by Client ("**Launch Date**"); and (ii) January 1, 2010.

WSOD will not charge any additional fees for resolving any programming errors or defects in any of the work product delivered to Client as part of the *WSOD Services*.

5 Invoicing Contact

E*TRADE Financial Corporation

Attn: Account Payable

P.O. Box 6420

Portland, OR 97228-6420

6 Content

Client shall be responsible for sourcing all third party content associated with the *WSOD Services*. Client will be responsible for obtaining approval from research firms to use research firm content in the *WSOD Services* on behalf of Client. WSOD will be responsible for obtaining any necessary licenses from research firms to create and distribute derived content through the *WSOD Services*.

7 Intellectual Property

Notwithstanding anything in the Agreement to the contrary, the parties agree that the "look and feel," or the unique visual design presentation of the web pages (the HTML Design) or PDF reports designed hereunder, to the extent originated and prepared exclusively for Client pursuant to this *Statement of Work*, and to the extent copyrightable under United States copyright law, shall belong exclusively to Client.

8 Term

This *Statement of Work* will remain in effect for one (1) year following the Launch Date ("Initial Term"). Thereafter, this *Statement of Work* shall automatically renew for successive renewal terms of one (1) month ("Renewal Term"). Termination of this automatic month to month renewal requires notification pursuant to Section 12 of the Agreement at least sixty (60) days prior.

9 Bug Credits

From time to time, there may be cases where the *WSOD Services* do not function, or cease to function, according to Client documented requirements or accepted industry standards for hosting websites containing financial information solely due to the failure of WSOD ("Bugs"). Bugs shall not include any such instances where any third parties, such as data providers or in certain cases Client, are responsible for causing the Bug. In each case of a Bug for which WSOD is solely responsible, WSOD shall issue a \$100 credit to Client, which may offset the *Service Fee* ("Bug Credit"). For example, for the purposes of calculating the Bug Credit, an instance where the Smart Consensus rating is unavailable for all equities shall be counted as a single Bug, not a separate bug for each equity which is affected. WSOD understands that some corrections may require Compliance and/or Legal approval from Client. Therefore, WSOD may take steps to correct a Bug at any time, with prior notification and when required, approval, from Client.

10 Client Responsibilities

To the extent reasonably and commercially practicable, Client shall notify WSOD of any issues relating to the Client's product which it reasonably believes may cause a material adverse affect on the performance of the *WSOD Services*, including, but not limited to, periods of likely materially increased access to the Client product (for example caused by certain promotions), geographical expansion of subscribers resulting in expanded access requirements, and changes to the URL.

Client shall provide WSOD with non-binding forecasts of its requirements for Hosting Services on a quarterly basis.

11 Change Management

WSOD reserves all rights in its sole discretion to make changes and enhancements to the equipment and software used to provide the Hosting Services from time to time to maintain operations and as required for problem management and/or system security; provided such changes do not adversely affect or disrupt the *WSOD Services* or require changes by Client. WSOD will use commercially reasonable efforts to implement changes during non-market hours and non-peak hours (i.e., between 6 p.m. and 3 a.m. ET), except for changes required for emergency purposes which may be made at any time. Client will be notified of any such changes, and to the extent reasonable and commercially practicable, Client will be notified in advance of any material changes prior to implementation.

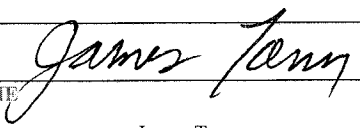
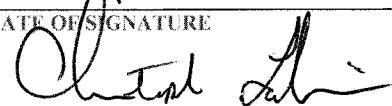
WSOD agrees to give Client at least four (4) days notice prior to making any material changes in the technical delivery format including, without limitation, the speed, signal characteristics, or operational requirements that would impact Client's systems or adversely affect content delivery.

WSOD will not alter, modify or change the "look" and "feel" of the *Customized Solution* or any other materials provided by Client without the prior written authorization of Client. WSOD will use all materials provided by Client in strict compliance with any instructions provided by Client.

12 Acceptance

Acceptance shall be in writing by Client based on the agreed upon requirements such as are determined by the Functional Specification, any weekly issues lists, and any other relevant documentation, if applicable. Client shall either accept or reject *WSOD Services* within 20 business days from the Launch Date. Acceptance notifications via email are acceptable.

ACCEPTED	ACCEPTED
WALL STREET ON DEMAND, INC.	E*TRADE FINANCIAL Corp.
SIGNATURE	SIGNATURE

	
PRINT NAME James Tanner	PRINT NAME Christopher Lukens
TITLE President & CEO	TITLE SVP
DATE OF SIGNATURE 10/30/09	DATE OF SIGNATURE 

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