

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON MARCH 10, 1999

REGISTRATION NO. 333-72799

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

THESTREET.COM, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

7374
(PRIMARY STANDARD INDUSTRIAL
CLASSIFICATION CODE NO.)

06-15150824
(I.R.S. EMPLOYER
IDENTIFICATION NO.)

TWO RECTOR STREET
NEW YORK, NEW YORK 10006
(212) 271-4004
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER,
INCLUDING AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

KEVIN W. ENGLISH
CHAIRMAN AND CHIEF EXECUTIVE OFFICER
THESTREET.COM, INC.
TWO RECTOR STREET
NEW YORK, NEW YORK 10006
(212) 271-4004
(800) 562-9571
(NAME, ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER,
INCLUDING AREA CODE, OF AGENT FOR SERVICE)

Copies To:

DAVID J. GOLDSCHMIDT, ESQ.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 THIRD AVENUE
NEW YORK, NEW YORK 10022
(212) 735-3000

ALEXANDER D. LYNCH, ESQ.
ALAN P. BLAUSTEIN, ESQ.
BROBECK, PHLEGER & HARRISON LLP
1633 BROADWAY, 47TH FLOOR
NEW YORK, NEW YORK 10019
(212) 581-1600

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as
practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. / /

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. / /

If delivery of the prospectus is expected to be made pursuant to Rule 434 under the Securities Act, check the following box. / /

 CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE
Common Stock, par value \$.01 per share (including the associated Rights to purchase Series A Junior Participating Stock) (2)	\$75,000,000	\$20,850.00

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) of the Securities Act of 1933.
- (2) The Rights to purchase shares of our Series A Junior Participating Preferred Stock initially are attached to and trade with the shares of our common stock being registered hereby. Value attributed to such Rights, if any, is reflected in the market price of our common stock.

 THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

PART II

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table indicates the expenses to be incurred in connection with the offering described in this Registration Statement, all of which will be paid by the Company. All amounts are estimates, other than the SEC registration fee, the NASD fee, and the Nasdaq listing fee.

SEC Registration fee.....	\$20,850.00
NASD fee.....	\$ 8,000.00
Nasdaq listing fee.....	*
Accounting fees and expenses.....	*
Legal fees and expenses.....	*
Director and officer insurance expenses.....	*

Printing and engraving.....		*
Transfer Agent fees and expenses.....		*
Blue sky fees and expenses.....		*
Miscellaneous expenses.....		*

Total.....	\$	*

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* To be completed by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102 of the Delaware General Corporation Law ("DGCL"), as amended, allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Section 145 of the DGCL provides, among other things, that the Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the Company) by reason of the fact that the person is or was a director, officer, agent or employee of the Company or is or was serving at the Company's request as a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgment, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding. The power to indemnify applies (a) if such person is successful on the merits or otherwise in defense of any action, suit or proceeding, or (b) if such person acted in good faith and in a manner he reasonably believed to be in the best interest, or not opposed to the best interest, of the Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The power to indemnify applies to actions brought by or in the right of the Company as well, but only to the extent of defense expenses (including attorneys' fees but excluding amounts paid in settlement) actually and reasonably incurred and not to any satisfaction of judgment or settlement of the claim itself, and with the further limitation that in such actions no indemnification shall be made in the event of any adjudication of negligence or misconduct in the performance of his duties to the Company, unless the court believes that in light of all the circumstances indemnification should apply.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time, may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the board of

directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

Our Amended and Restated Certificate of Incorporation includes a provision that eliminates the personal liability of its directors for monetary damages for breach of fiduciary duty as a director, except for liability:

- for any breach of the director's duty of loyalty to TheStreet.com or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- under the section 174 of the Delaware General Corporation Law regarding

unlawful dividends and stock purchases; or

-- for any transaction from which the director derived an improper personal benefit.

These provisions are permitted under Delaware law.

Our Amended and Restated Bylaws provide that:

-- we must indemnify our directors and officers to the fullest extent permitted by Delaware law;

-- we may indemnify our other employees and agents to the same extent that we indemnified our officers and directors, unless otherwise determined by our Board of Directors; and

-- we must advance expenses, as incurred, to our directors and executive officers in connection with a legal proceeding to the fullest extent permitted by Delaware Law.

The indemnification provisions contained in the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise. In addition, the Company maintains insurance on behalf of its directors and executive officers insuring them against any liability asserted against them in their capacities as directors or officers or arising out of such status.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

Since its inception, we issued and sold the following securities to certain corporate and institutional investors and high net worth individuals, including certain of our directors and officers, in transactions exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereunder:

From our inception as a limited liability company in June 1996, until May 1998, we were financed through contributions from our founders and through loans at the prime interest rate plus 1%. In return for their contributions, our founders received certain amounts of our Class A, B, C and D membership units of the limited liability company and a lender received Class E units.

In May 1998, our Board of Directors approved our reorganization from a limited liability company into a C Corporation. As part of this reorganization, each Class C membership unit was converted into 181.81818 shares of our common stock. In addition, our Class A and Class B membership units were converted into shares of our Series A 9 1/2% Cumulative Preferred Stock and Series C Preferred Stock at a ratio of one preferred share per \$100 of both Class A and Class B membership units. Our Class D and Class E membership units were converted into shares of our Series A 9 1/2% Cumulative Preferred Stock at a ratio of one preferred share per \$100 of Class D and Class E membership units.

In May 1998, we sold 101,475 shares of our Series B 9 1/2% Cumulative Preferred Stock ("Series B Preferred Stock") and 3,418,333 shares of our common stock for an aggregate price of approximately \$10,000,000.

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In December 1998, we sold 243,891 shares of our Series B Preferred Stock and 4,072,778 shares of our common stock for an aggregate price of approximately \$25,000,000.

In February 1999, we sold 83,333 shares of our common stock for an aggregate price of \$1,000,000.

In February 1999, we also sold 37,728 shares of our Series B Preferred Stock and 1,320,901 shares of our common stock to The New York Times Company for an aggregate consideration of \$15,000,000 in cash and services.

From time to time, we have granted stock options to employees. The following table sets forth information regarding the grants during the past three fiscal years:

	NUMBER OF SHARES GRANTED -----	WEIGHTED AVERAGE EXERCISE PRICE -----
June 18, 1996 (inception) through December 31, 1996.....	--	--
January 1, 1997 through December 31, 1997.....	--	--
January 1, 1998 through December 31, 1998.....	1,663,953	\$ 0.12

No underwriters were involved in connection with the sales of securities referred to in this Item 15.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

EXHIBIT	DESCRIPTION OF EXHIBIT -----
1.1 --	Underwriting Agreement**
3.1 --	Amended and Restated Certificate of Incorporation of TheStreet.com**
3.2 --	By-laws of TheStreet.com, as amended**
4.1 --	Amended and Restated Registration Rights Agreement dated as of December 21, 1998 among TheStreet.com and stockholders named therein
4.2 --	TheStreet.com's Rights Plan dated , 1999**
4. --	Specimen Certificate for TheStreet.com's common stock**
5.1 --	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP**
10.1 --	License Agreement, dated February 17, 1999, between Yahoo! Inc. and TheStreet.com, Inc.+
10.2 --	The Amended and Restated 1998 Stock Incentive Plan of the TheStreet.com**
10.3 --	Interactive Services Agreement, dated April 16, 1998, between America Online, Inc. and TheStreet.com, L.L.C.+
10.3.1 --	Letter, dated July 24, 1998 from America Online, Inc.
10.4 --	Content License and Marketing Agreement, dated as of January 12, 1999, between E*TRADE Group, Inc. and TheStreet.com, Inc.+
10.5 --	Employment Agreement, dated, October 6, 1998, between Kevin English and TheStreet.com, Inc.**
10.6 --	Employment Agreement, dated February 22, 1999, between James Cramer and TheStreet.com, Inc.**
10.7 --	Content License Agreement, dated January 1, 1998, between Yahoo! Inc. and TheStreet.com, Inc.+
16.1 --	Letter, dated March 2, 1999 from Anchin, Block and Anchin LLP
23.1 --	Consent of Arthur Andersen LLP*
23.2 --	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1)**
24.1 --	Power of Attorney (contained on the signature pages of this Registration Statement)*
99.1 --	Consent of Michael Golden*

* Previously filed

** To be filed by amendment.

+ Confidential treatment has been requested for certain portions of these documents.

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(b) Financial Statement Schedules.

ITEM 17. UNDERTAKINGS.

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the provisions described in Item 14, or otherwise, the registrant has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. In the event that a claim for indemnification by the registrant against such liabilities (other than the

payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497 (h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bonafide offering thereof.

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SIGNATURES

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THE REGISTRANT HAS DULY CAUSED THIS AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO DULY AUTHORIZED, IN THE CITY OF NEW YORK, STATE OF NEW YORK, ON MARCH 10, 1999.

TheStreet.com, Inc.

By: *

 Name: Kevin English
 Title: Chairman of the Board of
 Directors, Chief Executive
 Officer and President

PURSUANT TO THE REQUIREMENTS OF THE SECURITIES ACT OF 1933, THIS AMENDMENT NO. 1 TO THE REGISTRATION STATEMENT HAS BEEN SIGNED BY THE FOLLOWING PERSONS IN THE CAPACITIES AND ON THE DATE INDICATED BELOW.

SIGNATURE	TITLE	DATE
* ----- Kevin English	Chairman of the Board of Directors, Chief Executive Officer and President	March 10, 1999
/s/ Paul Kothari ----- Paul Kothari	Chief Financial Officer	March 10, 1999
* ----- Dave Kansas	Editor-in-Chief and Director	March 10, 1999
* ----- James J. Cramer	Director	March 10, 1999

*	Director	March 10, 1999

Martin Peretz		
*	Director	March 10, 1999

Fred Wilson		
*	Director	March 10, 1999

Jerry Colonna		
*	Director	March 10, 1999

Edward F. Glassmeyer		
* By:	Attorney-In-Fact	March 10, 1999

/s/ Paul Kothari		
Paul Kothari		

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EXHIBIT	DESCRIPTION OF EXHIBIT

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23.1 --	Consent of Arthur Andersen LLP*
23.2 --	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1)**
24.1 --	Power of Attorney (contained on the signature pages of this Registration Statement)*
99.1 --	Consent of Michael Golden*

* Previously filed

** To be filed by amendment.

+ Confidential treatment has been requested for certain portions of these documents.

AMENDED AND RESTATED
REGISTRATION RIGHTS AGREEMENT

December 21, 1998

To the several persons named at the foot hereof:

Ladies and Gentlemen:

WHEREAS, pursuant to the Series B Preferred Stock and Common Stock Purchase Agreement, dated as of May 7, 1998 (the "May Purchase Agreement"), by and among The Street.Com, Inc., a Delaware corporation (the "Company"), and the several persons named therein as purchasers (the "May Purchasers"), the May Purchasers purchased an aggregate of 101,475 shares of Series B 9-1/2% Cumulative Preferred Stock, \$0.01 par value ("Series B Preferred Stock"), of the Company, and an aggregate of 10,250,000 shares of Common Stock, \$0.01 par value, of the Company; and

WHEREAS, pursuant to the Stock Purchase Agreement, dated as of the date hereof (the "December Purchase Agreement"), by and among the Company and the several persons, including the May Purchasers, named therein as purchasers (the "December Purchasers" and, together with the May Purchasers, the "Purchasers"), the December Purchasers have agreed to purchase 243,891 shares of Series B Preferred Stock and 12,218,333 shares of Common Stock; and

WHEREAS, pursuant to the Registration Rights Agreement, dated May 7, 1998 (the "May Registration Rights Agreement"), by and among the Company and the stockholders named therein, which included the May Purchasers, the Company granted certain registration rights to such stockholders; and

WHEREAS, the Company wishes to grant the same registration rights to the December Purchasers with respect to the shares of Common Stock and shares of Series B Preferred Stock being purchased by them under the December Purchase

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Agreement, as the Company granted to the May Purchasers in respect of the shares of Common Stock and shares of Series B Preferred Stock purchased by them under the May Purchase Agreement; and

WHEREAS, the Company and the May Purchasers agree to amend and restate in its entirety the May Registration Rights Agreement in order to include the transactions contemplated by the December Purchase Agreement and make certain other changes to the registration rights granted by the Company to certain of its stockholders.

NOW, THEREFORE, as an inducement to each of you to consummate the transactions contemplated by the December Purchase Agreement, and in order to amend and restate in its entirety the May Registration Rights Agreement, the Company hereby covenants and agrees with each of you, and with each subsequent holder of Restricted Stock (as such terms are defined herein) as follows:

1. Certain Definitions. As used herein, the following terms shall have the following respective meanings:

"Common Stock" shall mean the Common Stock, par value \$0.01 per share, of the Company, or such shares of stock as are issuable upon conversion thereof.

"Commission" shall mean the Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Founders" shall mean, collectively, (i) the several persons and entities listed as the "Cramer Stockholders" on the signature pages hereto, (ii) Max Palevsky and (iii) the several persons and entities listed as the "Peretz Stockholders" on the signature pages hereto.

"Founders' Shares" shall mean an aggregate of (i) 18,547,941 shares of Common Stock held by the Founders (including shares of Common Stock being purchased by them pursuant to the December Purchase Agreement), (ii) such number of shares of Common Stock as shall be issuable upon the conversion of the shares of Series A 9-1/2% Cumulative Preferred Stock, par value \$0.01 per share of the

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Company and Series C Preferred Stock, par value \$0.01 per share of the Company, held by the Founders on the date hereof and (iii) such number of shares of Common Stock as shall be issuable upon the conversion of the shares of Series B Preferred Stock (a) purchased by the Founders under the May Purchase Agreement and (b) being purchased by the Founders under the December Purchase Agreement, the certificates for all of which are required to bear the legend set forth in Section 13 of the Stockholders' Agreement.

"IPO" shall mean the initial public offering of the Company's Common Stock under the Securities Act.

"Investors" shall mean those Purchasers who are not Founders.

"Investors' Shares" shall mean up to an aggregate of (i) 20,398,120 shares of Common Stock held by the Investors (including shares of Common Stock being purchased by them pursuant to the December Purchase Agreement) and (ii) such number of shares of Common Stock as shall be issuable upon the conversion of the shares of Series B Preferred Stock (a) purchased by the Investors under the May Purchase Agreement and (b) being purchased by the Investors under the December Purchase Agreement, the certificates for all of which are required to bear the legend set forth in Section 13 of the Stockholders' Agreement.

"Public Sale" shall mean any sale of shares of preferred stock of the Company or Common Stock to the public pursuant to an offering registered under the Securities Act or to the public pursuant to the provisions of Rule 144 (or any successor or similar rule) adopted under the Securities Act.

"Purchase Agreement Shares" shall mean an aggregate of (i) 10,250,000 shares of Common Stock purchased by the May Purchasers pursuant to the May Purchase Agreement, (ii) 12,218,333 shares of Common Stock being purchased by the Purchasers pursuant to the December Purchase Agreement and (iii) such number of shares of Common Stock as shall be issuable upon the conversion of the shares of Series B Preferred Stock (a) purchased by the May Purchasers under the May Purchase Agreement and (b) being purchased by the December Purchasers under the December Purchase Agreement.

"Registration Expenses" shall mean the expenses so described in Section 8 hereof.

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"Restricted Stock" shall mean the Founders' Shares and the Investors' Shares, the certificates for which are required to bear the legend set forth in Section 13 of the Stockholders' Agreement, excluding Founders'

Shares or Investors' Shares which have been (i) registered under the Securities Act pursuant to an effective registration statement filed thereunder and disposed of in accordance with the registration statement covering them or (ii) publicly sold pursuant to Rule 144 under the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Selling Expenses" shall mean the expenses so described in Section 6 hereof.

2. Required Registration.

(a) At any time on or after the first anniversary of the effective date of the IPO, the holders of at least 33-1/3% of the Purchase Agreement Shares outstanding at such time may request the Company to register all or any portion of the Restricted Stock held by such requesting holder or holders for sale in the manner specified in such notice; provided, however, that the only securities which the Company shall be required to register pursuant hereto shall be shares of Common Stock; provided further, that the Company shall not be obligated to effect any such registration unless the proceeds to be realized in connection with such registration shall not reasonably be expected to be less than \$500,000.

(b) Promptly following receipt of any notice under this Section 2, the Company shall immediately notify any holders of Restricted Stock from whom notice has not been received and shall use its best efforts to register under the Securities Act, for Public Sale in accordance with the method of disposition specified in such notice from requesting holders, the number of shares of Restricted Stock specified in such notice (and in any notices received from other holders of Restricted Stock within thirty (30) days after their receipt of notice from the Company); provided, however, that the number of shares of Restricted Stock to be included in such an underwriting may be reduced (first, pro rata among the requesting holders of Restricted Stock based upon the number of shares of Restricted Stock which are not Purchase Agreement Shares for which registration has been requested and then, if necessary, pro rata among holders of Restricted Stock so requesting registration based upon the number of Purchase Agreement Shares for

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which registration has been requested) if and to the extent that the managing underwriter, if the proposed method of disposition specified by the requesting holders shall be an underwritten public offering, shall be of the opinion that such inclusion would materially adversely affect the marketing of the Restricted Stock. If such method of disposition shall be an underwritten public offering, the Company shall designate the managing underwriter of such offering, subject to the approval of the selling holders of a majority of the Restricted Stock covered by the offering, which approval shall not be unreasonably withheld. The Company shall be obligated to register Restricted Stock pursuant to this Section 2 on two (2) occasions only; provided that such obligation shall be deemed satisfied only when a registration statement covering all shares of Restricted Stock specified in notices received as aforesaid, for sale in accordance with the method of disposition specified by the requesting holders, shall have become effective and, if such method of disposition is a firm commitment underwritten public offering, all such shares shall have been sold pursuant thereto.

(c) Notwithstanding anything to the contrary in this Agreement, the Company may delay for up to ninety (90) days the filing or effectiveness of a registration statement pursuant to a request under this Section 2 if the Board of Directors of the Company shall determine that such a registration would not be in the best interests of the Company at such time, during which period the requesting holders may withdraw their request (provided that, if not so withdrawn, the Company will not have breached its obligations under this Section 2 during such delay period), in which case the requesting holders will not be deemed to have made a request for registration under this Section 2.

(d) The Company shall be entitled to include in any

registration statement referred to in this Section 2, for sale in accordance with the method of disposition specified by the requesting holders, shares of Common Stock to be sold by the Company for its own account, except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Restricted Stock (if any) to be sold. Except for registration statements on Form S-4, S-8 or any successor form thereto, the Company will not file with the Commission any other registration statement with respect to its Common Stock, whether for its own account or that of other holders, from the date of receipt of a notice from requesting holders pursuant to this Section 2 until the earliest of (x) six (6) months following the effective date of such registration, (y) completion of the period of distribution of the registration contemplated thereby and (z) withdrawal of such registration.

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3. Form S-3 Registration.

If at any time (i) the Company shall receive from any holder or holders of Restricted Stock a written request or requests that the Company effect a registration of all or any portion of the shares of Restricted Stock on Form S-3 or any successor thereto, and (ii) the Company is a registrant entitled to use Form S-3 or any successor thereto to register such shares, the Company will:

(i) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other holders of any shares of Restricted Stock; and

(ii) as soon as practicable, effect such registration (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act and any other government requirements or regulations) as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such holder's or holders' Restricted Stock as are specified in such request, together with all or such portion of the Restricted Stock of any holder or holders of Restricted Stock joining in such request as are specified in a written request given within thirty (30) days after receipt of such written notice from the Company; provided that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3 more than once in any 180-day period and provided further that the Company shall not be obligated to effect any such registration unless the proceeds to be realized in connection with such registration shall not reasonably be expected to be less than \$500,000. Subject to the foregoing, the Company shall file a registration statement covering the Restricted Stock so requested to be registered as soon as practicable after receipt of the request or requests of the holder or holders of Restricted Stock to do so.

Notwithstanding anything to the contrary in this Agreement, (i) the Company may delay for up to ninety (90) days the effectiveness of, and (ii) the Company may suspend for up to thirty (30) days, not more than once during the term of this Agreement, the effectiveness of, a registration statement pursuant to a request under this Section 3 if the Board of Directors of the Company shall determine such registration (or, in the case of a suspension of a registration, sales under such registration statement) would not be in the best interests of the Company at such

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time, during which period the requesting holders may withdraw their request, in which case the requesting holders will not be deemed to have made a request for registration under this Section 3.

(a) Commencing one year after the Company becomes subject to the requirements of Section 12 or 15(d) of the Securities Exchange Act of 1934, as amended, the Company shall use its reasonable best efforts to satisfy the registrant requirements applicable for use of registration statements on Form S-3 (or any successor form thereto) for the resale of securities by selling stockholders.

(b) Registrations effected pursuant to this Section 3 shall not be counted as requests for registration effected pursuant to Section 2.

4. Incidental Registration. If the Company at any time (other than pursuant to Section 2 or 3 hereof) proposes to register any of its Common Stock under the Securities Act for sale for cash only to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4 or S-8 or another form not available for registering the Restricted Stock for sale to the public, a registration statement on Form S-3 to be filed by the Company to register shares of Common Stock issued in consideration for an acquisition, or a registration statement on Form S-1 covering solely an employee benefit plan), it will give written notice at such time to all holders of outstanding Restricted Stock of its intention to do so. Upon the written request of any such holder, given within thirty (30) days after receipt of any such notice by the Company, to register any of its Restricted Stock (which request shall state the intended method of disposition thereof), the Company will use its reasonable best efforts to cause the Restricted Stock as to which registration shall have been so requested, to be included in the securities to be covered by the registration statement proposed to be filed by the Company, all to the extent requisite to permit the sale or other disposition by the holder (in accordance with its written request) of such Restricted Stock so registered; provided that nothing herein shall prevent the Company from abandoning or delaying any such registration at any time. In the event that any registration pursuant to this Section 4 shall be, in whole or in part, an underwritten public offering of Common Stock, any request by a holder pursuant to this Section 4 to register Restricted Stock shall specify that either (i) such Restricted Stock is to be included in the underwriting on the same terms and conditions as the shares of Common Stock otherwise being sold through underwriters under such registration or (ii) such Restricted Stock is to be sold in the open market without any underwriting, on terms and conditions comparable to those normally applicable to offerings of common stock in reasonably similar circumstances. The number of

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shares of Restricted Stock to be included in such an underwriting may be reduced (first, pro rata among the requesting holders of Restricted Stock based upon the number of shares of Restricted Stock which are not Purchase Agreement Shares for which registration has been requested and then, if necessary, pro rata among holders of Restricted Stock so requesting registration based upon the number of Purchase Agreement Shares for which registration has been requested), if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold by the Company therein; and provided, however, that except with respect to the IPO, in no event shall such number of shares of Restricted Stock be reduced so that shares of Restricted Stock constitute less than thirty percent (30%) of the aggregate number of shares to be offered in such underwriting.

5. Registration Procedures. If and whenever the Company is required by the provisions of Section 2, 3 or 4 hereof to use its reasonable best efforts or best efforts, as the case may be, to effect the registration of any of the Restricted Stock under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare (and afford counsel for the selling holders up to 10 business days' opportunity to review and comment thereon) and file with the Commission a registration statement (which, in the case of an

underwritten public offering pursuant to Section 2 hereof, shall be on Form S-1 or other form of general applicability satisfactory to the managing underwriter selected as therein provided) with respect to such securities and use its reasonable best efforts or best efforts, as the case may be, to cause such registration statement to become and remain effective for the period of the distribution contemplated thereby (determined as hereinafter provided);

(b) prepare (and afford counsel for the selling holders up to 10 business days' opportunity to review and comment thereon) and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified in paragraph (a) above and to comply with the provisions of the Securities Act with respect to the disposition of all Restricted Stock covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller and to each underwriter such number of copies of the registration statement and the prospectus included therein

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(including each preliminary prospectus) as such persons may reasonably request in order to facilitate the Public Sale or other disposition of the Restricted Stock covered by such registration statement;

(d) use its reasonable best efforts or best efforts, as the case may be, to register or qualify the Restricted Stock covered by such registration statement under the securities or blue sky laws of such jurisdictions as the sellers of Restricted Stock or, in the case of an underwritten public offering, the managing underwriter, shall reasonably request (provided that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph (d), (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any jurisdiction);

(e) use its reasonable best efforts or best efforts, as the case may be, to list the Restricted Stock covered by such registration statement with any securities exchange on which any Common Stock of the Company is then listed;

(f) immediately notify each seller under such registration statement and each underwriter, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus contained in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(g) use its reasonable best efforts or best efforts, as the case may be (if the offering is underwritten and at the request of any seller of Restricted Stock), to furnish, at the request of any seller, on the date that Restricted Stock is delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing the Company, for the purposes of such registration, addressed to the underwriters and either addressed to such seller or specifically entitling such seller to rely thereupon, stating that such registration statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the registration statement, the related prospectus, and each amendment or supplement thereof, comply as to form in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder (except that such counsel need express

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no opinion as to financial statements, the notes thereto, and the financial schedules and other financial and statistical data contained therein) and (C) to such other effects as may reasonably be requested by counsel for the underwriters or by such seller or its counsel; and (ii) a letter dated such date from the independent public accountants retained by the Company, addressed to the underwriters and to such seller, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of the Company included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) business days prior to the date of such letter) with respect to the registration in respect of which such letter is being given as such underwriters or seller may reasonably request; and

(h) make available for inspection by each seller, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement.

For purposes of paragraphs (a) and (b) above and of Section 2(d) hereof, the period of distribution of Restricted Stock in a firm commitment underwritten public offering shall be deemed to extend until each underwriter has completed the distribution of all securities purchased by it, and the period of distribution of Restricted Stock in any other registration shall be deemed to extend until the earlier of the sale of all Restricted Stock covered thereby or six (6) months after the effective date thereof.

In connection with each registration hereunder, as a condition to the right to sell under any registration statement (a) the selling holders of Restricted Stock will furnish to the Company in writing such information with respect to themselves and the proposed distribution by them as shall be reasonably necessary in order to assure compliance with federal and applicable state securities laws; (b) any such selling holder of Restricted Stock will enter into a written agreement with the underwriters and the Company in such form and containing such provisions as are customary in the securities business for such an arrangement between major underwriters and companies of the Company's size and investment stature, and such selling holder of Restricted Stock will use its reasonable best efforts to cause its

counsel to give any opinion customarily given, in connection with secondary distributions under similar circumstances; (c) during such time as any such selling holder of Restricted Stock may be engaged in a distribution of such stock, such selling holder of Restricted Stock will comply with all applicable laws and, to the extent required by such laws, will, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such rules, (ii) distribute the Restricted Stock owned by such selling holder of Restricted Stock solely in the manner described in applicable registration statement or as otherwise permitted by law, (iii) cause to be furnished to each agent or broker-dealer to or through whom the Restricted Stock owned by such selling holder of Restricted Stock may be offered, or to the offeree if an offer is made directly by such holder, such copies of the applicable prospectus (as amended and supplemented to such date) and the documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree, provided that the Company shall have provided such selling holder of Restricted Stock with an adequate number of copies thereof and (iv) not bid for or purchase any securities of the Company or attempt to induce any person to purchase any securities of the Company; and (d)

on notice from the Company of the happening of any event specified in paragraph (e) of Section 5 hereof, it requires the suspension by such selling holder of Restricted Stock of the distribution of any of the Restricted Stock, then such selling holder will cease offering or distributing the Restricted Stock until the Company notifies such selling holder that the offering and distribution of the Restricted Stock may recommence.

In connection with each registration pursuant to Sections 2, 3 and 4 hereof covering an underwritten public offering, the Company agrees to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between major underwriters and companies of the Company's size and investment stature; provided, however, that such agreement shall not contain any such provision applicable to the Company which is inconsistent with the provisions hereof; and provided, further, that the time and place of the closing under said agreement shall be as mutually agreed upon between the Company and such managing underwriter.

6. Expenses. All expenses incurred by the Company in complying with Sections 2, 3 or 4 hereof, including without limitation all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for the Company, fees of the National Association of Securities Dealers, Inc., transfer taxes, fees of transfer agents and registrars, costs of insurance and reasonable fees and expenses of not more than one counsel for the sellers of

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Founders' Shares and not more than one counsel for the sellers of Investors' Shares (not more than \$25,000 in fees for both such counsel), but excluding any Selling Expenses, are herein called "Registration Expenses". All underwriting discounts and selling commissions applicable to the sale of Restricted Stock are herein called "Selling Expenses".

The Company will pay all Registration Expenses in connection with each registration statement filed pursuant to Sections 2, 3 and 4 hereof. All Selling Expenses in connection with any registration statement filed pursuant to Section 2, 3 or 4 hereof shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such persons other than the Company (except to the extent the Company shall be a seller) as they may agree.

7. Indemnification. (a) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 2, 3 or 4 hereof, the Company will indemnify and hold harmless each seller of such Restricted Stock thereunder and each underwriter of Restricted Stock thereunder and each officer, director and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which such seller or underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Section 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that (i) the indemnity in this Section 7 shall not apply to any amounts paid in settlement of any such loss, claim, damage or liability if settlement is affected without the consent of the Company, and (ii) the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such seller, such underwriter or such controlling person in writing specifically for use in such registration statement or prospectus.

(b) In the event of a registration of any of the Restricted Stock under the Securities Act pursuant to Section 2, 3 or 4 hereof, to the extent permitted by law each seller of such Restricted Stock thereunder, severally and not jointly, will indemnify and hold harmless the Company and each officer, director and each other person, if any, who controls the Company within the meaning of the Securities Act, each officer of the Company who signs the registration statement, each director of the Company, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which the Company or such officer or director or underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Restricted Stock was registered under the Securities Act pursuant to Section 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to the Company by such seller specifically for use in such registration statement or prospectus; and provided, further, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not to exceed the proceeds (net of underwriting discounts and commissions) received by such seller from the sale of Restricted Stock covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof, but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party other than under this Section 7. In case any such action shall be

brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel reasonably satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there are reasonable defenses available to it which are different from or additional to those available to the indemnifying party, or if the interests of the

indemnified party reasonably are in conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the reasonable expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred. No settlement of any such claim, loss, damage, liability or action shall be made by the indemnified party without the prior written consent (not to be unreasonably withheld or delayed) of the indemnifying party.

Notwithstanding the foregoing, any indemnified party shall have the right to retain its own counsel in any such action, but the fees and disbursements of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party shall have failed to retain counsel for the indemnified person as aforesaid or (ii) the indemnifying party and such indemnified party shall have mutually agreed to the retention of such counsel. It is understood that the indemnifying party shall not, in connection with any action or related actions in the same jurisdiction, be liable for the fees and disbursements of more than one separate firm qualified in such jurisdiction to act as counsel for the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 7 is unavailable or insufficient to hold harmless an indemnified party under such paragraphs in respect of any losses, claims, damages or liabilities or actions in respect thereof referred to therein, then each indemnifying

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party shall in lieu of indemnifying such indemnified party contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or actions in such proportion as appropriate to reflect the relative fault of the Company, on the one hand, and the sellers of such Restricted Stock, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or actions as well as any other relevant equitable considerations, including the failure to give any notice under paragraph (c) of this Section 7. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by the Company, on the one hand, or the sellers of such Restricted Stock, on the other hand, and to the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the sellers of Restricted Stock agree that it would not be just and equitable if contributions pursuant to this paragraph were determined by pro rata allocation (even if all of the sellers of such Restricted Stock were treated as one entity for such purpose) or by any other method of allocation which did not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or action in respect thereof, referred to above in this paragraph, shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, the sellers of such Restricted Stock shall not be required to contribute any amount in excess of the amount, if any, by which the total price at which the Common Stock sold by each of them was offered to the public exceeds the amount of any damages which they would have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act), shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

The indemnification of underwriters provided for in this Section 7 shall be on such other terms and conditions as are at the time customary and reasonably required by such underwriters. In that event the

indemnification of the sellers of Restricted Stock in such underwriting shall at the sellers' request be modified to conform to such terms and conditions.

8. Changes in Restricted Stock. If, and as often as, there are any changes in the Common Stock by way of stock split, stock dividend, combination or reclassification, or through merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions

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hereof, as may be required, so that the rights and privileges granted hereby shall continue with respect to the Common Stock as so changed and shall apply to any securities received in any such transaction.

9. Rule 144 Reporting. The Company agrees with you as follows:

(a) From and after such time as the Company becomes subject to the reporting requirements of the Exchange Act, the Company shall make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after the date it is first required to do so.

(b) The Company shall file with the Commission in a timely manner all reports and other documents as the Commission may prescribe under Section 13(a) or 15(d) of the Exchange Act at any time after the Company has become subject to such reporting requirements of the Exchange Act.

(c) The Company shall furnish to such holder of Restricted Stock forthwith upon request (i) a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after the date it first becomes subject to such reporting requirements), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), (ii) a copy of the most recent annual or quarterly report of the Company, and (iii) such other reports and documents so filed as a holder may reasonably request to avail itself of any rule or regulation of the Commission allowing a holder of Restricted Stock to sell any such securities without registration.

10. Miscellaneous.

(a) Each holder of Restricted Stock will agree, to the extent reasonably requested by any underwriter of securities of the Company in connection with an initial public offering of the Company's Common Stock, to enter into an agreement consistent with then market practice for major bracket underwriters not to sell or otherwise transfer or dispose of any registrable securities for such period of time (not to exceed 180 days) following the effective date of a registration statement of the Company filed under the Securities Act, which agreement shall also bind the executive officers, directors, and other shareholders holding more than five percent (5%) of the then-outstanding capital stock of the Company, on terms and

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conditions substantially similar to those which shall apply to holders of Restricted Stock.

(b) All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto, including, without limitation, the rights to indemnification under Section 7 hereof, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not. Without limiting the generality of the foregoing, the registration rights conferred herein on the holders of Restricted Stock shall inure to the benefit of any and all subsequent holders

from time to time of the Restricted Stock.

(c) All notices, requests, consents and other communications hereunder shall be in writing and shall be mailed by first class registered mail, postage prepaid, addressed as follows:

if to the Company, to it at Two Rector Street, New York, New York 10006, attention: Chief Financial Officer, facsimile number (212) 271-4005, with a copy to Skadden, Arps, Slate, Meagher & Flom LLP, 919 Third Avenue, New York, NY 10022, attention: David Goldschmidt, Esq., facsimile number (212) 735-2000;

if to any holder of Restricted Stock, to him, her or it, as the case may be, at its address as set forth on Annex I hereto;

if to any subsequent holder of Restricted Stock, to it at such address as may have been furnished to the Company in writing by such holder;

or, in any case, at such other address or addresses as shall have been furnished in writing to the Company (in the case of a holder of Restricted Stock), or to the holders of Restricted Stock (in the case of the Company).

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(e) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be waived, modified or amended, nor may the Company grant any third party any registration rights more favorable than or inconsistent with any of those contained herein as long as any of the registration rights under this Agreement remains in effect, except in writing executed by the Company, the holders of a majority of the

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Investors' Shares and the holders of a majority of the Founders' Shares; provided, however, that any such amendment, modification or waiver shall affect all of the holders of Investors' Shares in the same manner and that no such amendment, modification or waiver that would adversely affect the rights or alter the obligations of any holder of Investors' Shares hereunder or confer on any holder of Investors' Shares any benefit not shared ratably by all of the other holders of Investors' Shares will be effective without the prior written approval of any such adversely affected holder of Investors' Shares.

(f) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

Please indicate your acceptance of the foregoing by signing and returning the enclosed counterpart of this letter, whereupon this letter (herein sometimes called "this Agreement") shall be a binding agreement between the Company and you, and shall amend and restate in its entirety the May Registration Rights Agreement.

Very truly yours,

THE STREET.COM, INC.

By /s/ Kevin W. English

Name: Kevin W. English

Title: Chairman & CEO

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/s/ James Cramer

James Cramer

/s/ Martin Peretz

Martin Peretz

/s/ Kevin S. Moore (Attorney-in-Fact)

Anne Peretz

/s/ Kevin S. Moore (Attorney-in-Fact)

Jesse Peretz

/s/ Kevin S. Moore (Attorney-in-Fact)

Evgenia Peretz

/s/ Arthur Cohen

The Street.Com Distribution Trust

By: Arthur Cohen

Trustee

Trust B under Deed 6.23.81

By: /s/ Kevin S. Moore

Trustee

Trust C under Deed 6.23.81

By: /s/ Kevin S. Moore

Trustee

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Trust for Martin Peretz, 1976

By: /s/ Kevin S. Moore

Trustee

/s/ Kevin S. Moore (Attorney-in-Fact)

Lisa Farnsworth

/s/ Kevin S. Moore (Attorney-in-Fact)

David Farnsworth

/s/ Edward W. Stock

Trust for Anne Peretz, 1944

By: Edward W. Stock

Trustee

PERETZ PARTNERS, L.L.C.

/s/ Martin Peretz

By: Martin Peretz
Title: Manager

ACKULA INVESTMENTS LTD.

/s/ Martin Bowen & Ian Williamson

By: Martin Bowen & Ian Williamson
Title:

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CRAMER PARTNERS, L.L.C.

/s/ James Cramer

By: James J. Cramer
Title: President

/s/ Max Palevsky

Max Palevsky

THE FLATIRON FUND LLC

By: /s/ Fred Wilson

Name: Fred Wilson
Title: Managing Member

THE FLATIRON FUND 1998/99, LLC

By: /s/ Fred Wilson

Managing Member

FLATIRON ASSOCIATES, LLC

By: Flatiron Partners LLC,
its Manager

By: /s/ Fred Wilson

Managing Member

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CHASE VENTURE CAPITAL ASSOCIATES, L.P.

By: Chase Capital Partners, its General Partner

By: /s/ Donald J. Hoffman

Name: Donald J. Hoffman
Title: Partner

SOFTBANK TECHNOLOGY VENTURES IV, L.P.

By: STV IV LLC, its General Partner

By: /s/ Charles R. Lax

Name: Charles R. Lax
Title:

SOFTBANK TECHNOLOGY ADVISORS
FUND, L.P.

By: /s/ Charles R. Lax

Name: Charles R. Lax
Title:

CONSTELLATION VENTURE CAPITAL, L.P.

By: /s/ Clifford Friedman

Name: Clifford Friedman
Title: Managing Member

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CONSTELLATION VENTURE
CAPITAL OFFSHORE, L.P.

By: /s/ Clifford Friedman

Name: Clifford Friedman
Title: Managing Member

PEQUOT PRIVATE EQUITY FUND, L.P.

By: /s/ David J. Malat

Name: David J. Malat
Title: CFO

PEQUOT OFFSHORE PRIVATE
EQUITY FUND, L.P.

By: /s/ David J. Malat

Name: David J. Malat
Title: CFO

ANDREW KESSLER

By: /s/ Andrew Kessler

Name:
Title:

NEW YORK CITY INVESTMENT FUND, L.L.C.

By: /s/ Kathryn Wylde

Name: Kathryn Wylde
Title: President

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NEW YORK SMALL BUSINESS VENTURE
FUND LLC

By: /s/ Kathryn Wylde

Name: Kathryn Wylde
Title: President

/s/ Andrew Drake

Andrew Drake

/s/ Brendan Amyot

Brendan Amyot

/s/ Jamie Heller

Jamie Heller

/s/ David Kansas

David Kansas

/s/ Simon Clark

Simon Clark

/s/ Dawn Kikel

Dawn Kikel

/s/ Herbert Greenberg

Herbert Greenberg

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OAK INVESTMENT PARTNERS VIII,
LIMITED PARTNERSHIP

By: Oak Associates VIII, LLC

By: /s/ Edward F. Glassmeyer

A Member

OAK VIII AFFILIATES FUND, LIMITED
PARTNERSHIP

By: Oak VIII Affiliates, LLC

By: /s/ Edward F. Glassmeyer

A Member

OPTIMIX PRIVATE EQUITY FUND CV
LIMITED PARTNERSHIP

By: Optimix Beheer En Beleggingen NV, its
managing partner

By: /s/ W.J. Wesserling

Name: W.J. Wesserling
Title: Managing Director

JOHN GRIFFIN

By: /s/ John Griffin

Name:
Title:

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WALLER-SUTTON MEDIA PARTNERS, L.P.

By: Waller-Sutton Media, L.L.C., its general
partner

By: /s/ Andrew J. Armstrong, Jr.

Name: Andrew J. Armstrong, Jr.
Title: Vice President

/s/ Henry Kravis

Henry Kravis

SPINNAKER CLIPPER FUND, L.P.

By: /s/ William J. Haggerty

Name: William J. Haggerty
Title: Managing Director of Operations

SPINNAKER FOUNDERS FUND, L.P.

By: /s/ William J. Haggerty

Name: William J. Haggerty
Title: Managing Director of Operations

SPINNAKER OFFSHORE FOUNDERS FUND

By: /s/ William J. Haggerty

Name: William J. Haggerty
Title: Managing Director of Operations

/s/ John Connally

John Connally

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Annex 1

Addresses for Notice of Holders of Restricted Stock

Andrew Drake
c/o Cox Enterprises
1400 Lake Hearn Drive

Atlanta, GA 30319

Max Palevsky
924 Westwood Boulevard
Suite 700
Los Angeles, CA 90024

THE STREET.COM DISTRIBUTION TRUST
Arthur Cohen
165 Commonwealth Avenue
Boston, MA 02116

THE FLATIRON FUND LLC
Fred Wilson
257 Park Avenue South
New York, New York 10010

CHASE VENTURE CAPITAL ASSOCIATES, L.P.
I. Robert Green, General Partner
c/o Chase Capital Partners
380 Madison Avenue
New York, NY 10017

THE FLATIRON FUND 1998/99, LLC
Fred Wilson
257 Park Avenue South
New York, New York 10010

SOFTBANK TECHNOLOGY ADVISORS FUND, L.P.
333 W. San Carlos Street
Suite 1225
San Jose, CA 95113
Attention: Helen R.S. Mackenzie

FLATIRON ASSOCIATES, LLC
Fred Wilson
257 Park Avenue South
New York, New York 10010

PEQUOT OFFSHORE PRIVATE EQUITY FUND, L.P.
Emile Peretz
354 Pequot Avenue
Southport, CT 06490

SOFTBANK TECHNOLOGY
VENTURES, L.P.
333 W. San Carlos Street
Suite 1225
San Jose, CA 95113
Attention: Helen R.S. Mackenzie

Martin Peretz
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

PEQUOT PRIVATE EQUITY FUND, L.P.
Emile Peretz
354 Pequot Avenue
Southport, CT 06490

James J. Cramer
c/o Cramer Berkowitz & Co.
100 Wall Street
New York, NY 10005

CRAMER PARTNERS LLC
c/o Cramer Berkowitz & Co.
100 Wall Street
New York, NY 10005

Anne Peretz
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

Jesse Peretz
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

Evgenia Peretz
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

PERETZ PARTNERS LLC
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

TRUST B
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

TRUST C
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

TRUST FOR MARTIN PERETZ, 1976
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

Lisa Farnsworth
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

David Farnsworth
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

TRUST FOR ANNE PERETZ, 1944
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

Brendon Amyot
The Street.Com, Inc.
2 Rector Street,
14th Floor New York, NY 10006

Simon Clark
The Street.Com, Inc.
2 Rector Street, 14th Floor
New York, NY 10006

Jamie Heller
The Street.Com, Inc.
2 Rector Street, 14th Floor
New York, NY 10006

David Kansas
The Street.Com, Inc.
2 Rector Street, 14th Floor
New York, NY 10006

Dawn Kikel
The Street.Com, Inc.
2 Rector Street, 14th Floor
New York, NY 10006

Herbert Greenberg
The Street.Com, Inc.
2 Rector Street, 14th Floor
New York, NY 10006

PERETZ PARTNERS LLC
c/o Clark Estates
One Rockefeller Plaza
New York, NY 10020

ACKULA INVESTMENTS LTD.
16 Rue de la Pelixerie case Postale
3501 1211 Geneva 3

CONSTELLATION VENTURE CAPITAL, L.P.
575 Lexington Avenue
New York, New York 10022
Attn: Cliff Friedman

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CONSTELLATION VENTURE CAPITAL
OFFSHORE, L.P.
575 Lexington Avenue
New York, New York 10023
Attn: Cliff Friedman

NYC INVESTMENT FUND, L.L.C.
One Battery Park Plaza
New York, New York 10004
Attn: Kathryn Wylde, President

Andrew Kessler
261 Hamilton Avenue, Suite 212
Palo Alto, CA 94301

NEW YORK SMALL BUSINESS VENTURE FUND LLC
One Battery Park Plaza
New York, New York 10004
Attn: Kathryn Wylde, President

OAK INVESTMENT PARTNERS VIII,
LIMITED PARTNERSHIP
One Gorham Island
Westport, CT 06881
Attn: Edward Glassmeyer

OAK VIII AFFILIATES FUND,
LIMITED PARTNERSHIP
One Gorham Island
Westport, CT 06881
Attn: Edward Glassmeyer

OPTIMIX PRIVATE EQUITY FUND
CV LIMITED PARTNERSHIP
Johannes Vermeerstraat
14 Postbus 15543
1001 NA Amsterdam
Attn: Marc Wesseling

BLUE RIDGE
660 Madison Avenue
New York, New York 10021

WALLER-SUTTON MEDIA PARTNERS,
L.P.
One Rockefeller Plaza
Suite 3300
New York, NY 10020

Attn: Andy Armstrong

Henry Kravis
9 West 57 Street
New York, NY 10019

SPINNAKER CLIPPER FUND, L.P.
1875 South Grant Street, Suite 600
San Mateo, CA 94402
Attn: Matthew Cowan

SPINNAKER FOUNDERS FUND, L.P.
1875 South Grant Street, Suite 600
San Mateo, CA 94403
Attn: Matthew Cowan

SPINNAKER OFFSHORE FOUNDERS
FUND
1875 South Grant Street, Suite 600
San Mateo, CA 94404
Attn: Matthew Cowan

John Connally
Mainspring Communications
1 Main Street
Cambridge, MA 02145

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR CERTAIN PORTIONS OF THIS DOCUMENT. CONFIDENTIAL PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

YAHOO! INC.
LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of this 17th day of February, 1999 (the "Effective Date") between Yahoo! Inc., a California corporation, with offices at 3420 Central Expressway, Suite 201, Santa Clara, CA 95051, ("Yahoo") and The Street.com, Inc., a Delaware corporation, with offices at Two Rector Street, 14th Floor, New York, NY 10006 ("Licensor").

In consideration of the mutual promises contained herein, the parties agree as follows:

Section 1: Definitions.

"Affiliates" shall mean any company or any other entity world-wide, including, without limitation, corporations, partnerships, joint ventures, and Limited Liability Companies in which Yahoo owns at least a twenty percent (20%) ownership, equity, or financial interest.

"Click-through" shall mean a user selecting or clicking on the Licensor Content from the Content Pages that will directly link the user to the full text of the news story on the Licensor Site.

"Content Pages" shall mean the pages that result from current stock quote pages of Yahoo Finance for a company after the user submits a request for "News" relating to that company.

"Intellectual Property Rights" shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign.

"Licensor Brand Features" shall mean all trademarks, service marks, logos and other distinctive brand features of Licensor that are used in or relate to the Licensor Content, including without limitation, the trademarks, service marks and logos described in Exhibit A.

"Licensor Content" shall mean, collectively, those headlines of newswires collected, produced and owned by Licensor which link to certain newswires made available on Licensor's Site and as described on Exhibit B.

"Licensor Site" shall mean Licensor's World Wide Web site currently located at <http://www.thestreet.com>.

"Yahoo Brand Features" shall mean all trademarks, service marks, logos and other distinctive brand features of Yahoo that are used in or relate to a Yahoo Property, including, without limitation, the trademarks, service marks and logos described in Exhibit A.

"Yahoo Finance" shall mean Yahoo's U.S. based property with information relating to finance and investments and currently located at <http://quote.yahoo.com>.

"Yahoo Properties" shall mean any Yahoo branded or co-branded media properties, including, without limitation, Internet guides, developed in whole or in part by Yahoo or its Affiliates and distributed or made available by Yahoo or its Affiliates.

Section 2: Licenses; Responsibilities of the Parties.

2.1 Grant of Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Yahoo, under Licensor's

Intellectual Property Rights:

- (a) A non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Licensor Content in electronic form

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on the Content Pages and in connection with other Yahoo Properties and to permit users of the Yahoo Properties to download and print the Licensor Content. Yahoo's license to modify the Licensor Content shall be limited to modifying the Licensor Content to fit the format and overall "look and feel" of the Content Pages or Yahoo Properties.

- (b) A non-exclusive, worldwide, license to use, reproduce and display the Licensor's Brand Features: (i) in connection with the presentation of the Licensor Content in the Yahoo Properties; and (ii) in connection with the marketing and promotion of the Licensor Content in connection with the Yahoo Properties.
- (c) Subject to the restrictions and obligations herein, Yahoo shall be entitled to sublicense the rights set forth in this Section 2.1 (i) to its Affiliates only for inclusion in Yahoo Properties, (ii) in connection with any mirror site or derivative site of a Yahoo Property, (iii) in connection with any distribution arrangement concerning a Yahoo Property, and (iv) in connection with other devices where a user can access the internet.
- (d) Yahoo agrees that any and all use of Licensor's Brand Features by Yahoo, its Affiliates, or any other sublicensees will at all times comply with Licensor's reasonable trademark guidelines as attached hereto as Exhibit "D" and any updates to such guidelines as provided by Licensor to Yahoo from time to time.

2.2 Yahoo's Responsibilities.

- (a) Yahoo will be responsible for the design, layout, posting, and maintenance of the Content Pages. Yahoo shall give its users the option to add the Licensor Content into the appropriate areas of their personalized and customizable web pages in accordance with Yahoo's service currently named "Yahoo Finance." Licensor shall offer such users the opportunity to register for subscription to Licensor's service on a limited free-trial basis through a registration page on the Licensor's Site ("Registration Page") upon such users' Click-throughs from

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headlines of stories requiring registration on the Licensor Site ("Licensor Premium Content"). The content, context, images, format, layout and "look and feel" of the Registration Page shall be controlled and designed by Licensor, subject to Yahoo's reasonable approval, not to be unreasonably withheld or delayed. Click-throughs from head lines of stories which are not Licensor Premium Content shall go directly on a page on the Licensor Site containing the full text of that story. Yahoo shall have the sole right to sell and retain all revenues with respect to advertising and promotions that appear on the Yahoo Properties.

- (b) Yahoo will not alter or impair any acknowledgment of copyright

or other Intellectual Property Rights of Licensor that may appear in the Licensor Content and the Licensor Brand Features, including all copyright, trademark and similar notices that Licensor may reasonably request.

2.3 Licensor's Responsibilities.

- (a) Licensor will provide on-going assistance to Yahoo with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and maintenance of the Licensor Content, as Yahoo may reasonably request.
- (b) Licensor also shall provide Yahoo with reasonable prior notice of any significant enhancements that generally affect the appearance, updating, delivery or other elements of the Licensor Content. Licensor will use its reasonable best efforts to ensure that the Licensor Content is accurate, comprehensive and updated regularly.
- (c) *****

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***** Confidential treatment has been requested for redacted portions.

- (d) *****

Section 3: Compensation.

3.1 Slotting Fee. In consideration of Yahoo's performance and obligations as set forth herein, Licensor will pay Yahoo an annual, non-refundable slotting fee during the Term (as such term is defined in Section 6 herein) equal to *****. Such fee shall be paid to Yahoo as set forth below with the first payment designated as a set up fee for the design, consultation, development, implementation and placement of the Licensor Content.

Payment	Date
*****	upon execution of this Agreement
*****/month	commencing February 15, 1999 and continuing monthly thereafter until December 15, 1999

3.2 *****

3.3 Payment Information. All slotting fee payments are due on the first day of each calendar month. ***** Yahoo shall provide Licensor with a Click- Through report specifying the total number of Click-throughs recorded by Yahoo for the preceding month within 15 days of the end of each month during the Term. ***** All payments herein are non-refundable and non-creditable and shall be made by Licensor via wire transfer into Yahoo's main account pursuant to the wire transfer instructions set forth on Exhibit C.

3.4 Late Payments. Any portion of the above payments which has not been paid to Yahoo on the dates set forth above shall bear interest at the lesser of (i) one percent (1%) per month commencing five (5) days after Licensor's receipt of notice of delinquency or (ii) the maximum amount allowed by law. Notwith-

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***** Confidential treatment has been requested for redacted portions.

standing the foregoing, any failure by Licensor to make the payments specified in Sections 3.1 and 3.2 on the dates set forth therein shall constitute a material breach of this Agreement.

3.5 Audit. Licensor is entitled to more than once every twelve (12) months during the term of this Agreement on notice to the Yahoo, to audit or have its external auditors audit the Yahoo's books and records, which relate directly to the number of Click-throughs reported by Yahoo and calculation of payments due to Yahoo hereunder. Any such audit will be conducted during Yahoo's normal business hours and at Yahoo's location where the relevant records are kept in the normal course of business and shall be conducted to minimize any disruption to Yahoo's business activities. In the event the audit reveals that the number of actual Click-throughs exceeds the number reported by Yahoo, Yahoo will immediately pay refund the difference (required payment minus actual payment) to Licensor together with any interest accumulated at the lesser of (i) one percent (1%) per month commencing upon the date of Yahoo's receipt of such actual payment from Licensor or (ii) the maximum amount allowed by law.

Section 4: Indemnification.

Licensor, at its own expense, will indemnify, defend and hold harmless Yahoo, its Affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action or other proceeding brought against Yahoo or an Affiliate based on or arising from a claim that the Licensor Content or any Licensor Brand Feature infringes in any manner any Intellectual Property Right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person; provided however, that in any such case: (x) Yahoo provides Licensor with prompt notice of any such claim; (y) Yahoo permits Licensor to assume and control the defense of such action, with counsel chosen by Licensor (who shall be reasonably acceptable to Yahoo); and (z) Licensor does not enter into any settlement or compromise of any such claim without Yahoo's prior written consent, which consent shall not be unreasonably withheld. Licensor will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or

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otherwise incurred by Yahoo or an Affiliate in connection with or arising from any such claim, suit, action or proceeding. It is understood and agreed that Yahoo does not intend and will not be required to edit or review for accuracy or appropriateness any Licensor Content.

Section 5: Limitation of Liability.

EXCEPT AS PROVIDED IN SECTION 5, UNDER NO CIRCUMSTANCES SHALL LICENSOR, LICENSOR'S LICENSORS, YAHOO, OR ANY AFFILIATE BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

Section 6: Term and Termination.

6.1 Initial Term and Renewals. This Agreement will become effective as of the Effective Date and shall, unless sooner terminated as provided below or as otherwise agreed, remain effective for an initial term of twelve (12) months following the first date of public availability of the Licensor Content on the Content Pages within a Yahoo Property (the "Initial Term"). After the Initial Term, this Agreement will be automatically renewed for successive additional one year periods ("Extension Terms"), unless otherwise terminated by either party by giving notice to the other party not less than sixty (60) days prior to the end of a Term. As used herein, the "Term" means the Initial Term and any Extension Term(s).

6.2 Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon notice if the other party: (w) becomes insolvent; (x) files a petition in bankruptcy; (y) makes an assignment for the benefit of its creditors; or (z) breach any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days (ten (10) days in the case of a failure to pay) following written notice to such party.

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6.3 Effect of Termination. Any termination pursuant to this Section 6 shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions of Sections 3, 4, 5, 7, 9, and this Section 6.3 shall survive any termination or expiration of this Agreement.

Section 7: Ownership.

7.1 By Licensor. Yahoo acknowledges and agrees that: (i) as between Licensor on the one hand, and Yahoo and its Affiliates on the other, Licensor owns all right, title and interest in the Licensor Content and the Licensor Brand Features; (ii) nothing in this Agreement shall confer in Yahoo or an Affiliate any right of ownership in the Licensor Content or the Licensor Brand Features. No licenses are granted by either party except for those expressly set forth in this Agreement.

7.2 By Yahoo. Licensor acknowledges and agrees that: (i) as between Licensor on the one hand, and Yahoo and its Affiliates on the other, Yahoo or the Affiliates own all right, title and interest in any Yahoo Property and the Yahoo Brand Features; (ii) nothing in this Agreement shall confer in Licensor any license or right of ownership in the Yahoo Brand Features; and (iii) Licensor shall not now or in the future contest the validity of the Yahoo Brand Features. No licenses are hereby granted by Yahoo.

Section 8: Public Announcements and Co-branding Promotions.

The parties will cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement. Neither party shall make any public announcement regarding the existence or content of this Agreement without the other party's prior written approval and consent. Yahoo shall notify its users of the availability of Licensor Content via the Content Pages and Yahoo Properties through text links, advertising banners and other promotional activities ("Promotions"). The parties may agree to co-brand such Promotions (e.g. "customize Yahoo Financial news to include headlines from TheStreet.com"), in a manner and for a price that is mutually agreeable to the parties.

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Section 9: Notice; Miscellaneous Provisions..

9.1 Notices. All notices, requests and other communications called for by this agreement shall be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid), if to Yahoo at 3420 Central Expressway, Santa Clara, CA 95051, Fax: (408) 731-3301 Attention: Vice President (e-mail: *****, with a copy to its General Counsel *****, and if to Licensor at the physical and electronic mail addresses set forth on the signature page of this Agreement, or to such other addresses as either party shall specify to the other. Notice by any other means shall be deemed made when actually received by the party to which notice is provided.

Miscellaneous Provisions. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this

Agreement, in whole or in part, without the other party's written consent; provided, however, that: (i) either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale or assignment of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities or membership interests are transferred. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void. This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws rules, and without regard to its location of execution or performance. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force. Neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship or any other form of legal association between the parties. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement and its Exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. This Agreement may be executed in any number of

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***** Confidential treatment has been requested for redacted portions.

counterparts, all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

YAHOO! INC.

THESTREET.COM, INC.

By: /s/ Ellen Simonoff

By: /s/ Brendon Amyot

Title: VP Business Development

Title: VP General Manager - Consumer

Address: 3420 Central Parkway

Address: 2 Rector Street, 14th Floor

Santa Clara, CA 95051

NY, NY 10006

Telecopy: *****

Telecopy:

E-mail: *****

E-mail: *****

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***** Confidential treatment has been requested for redacted portions.

EXHIBIT A

LICENSOR BRAND FEATURES

TheStreet.com
TheStreet.com related logos

YAHOO BRAND FEATURES

Yahoo!
Yahoo related logos

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EXHIBIT B
LICENSOR CONTENT

Headlines (and related ticker symbols and URIs of full-text stories on Licensor's own site) of stories relating to business, financial, industry and technology news. Licensor Content shall include all TheStreet.com stories EXCEPT those stories which are hosted on Yahoo!. The excluded content shall be:

Wrong!
View from TheStreet.com
Silicon Valley
Online Brokerage
FundWatch

The above list may be modified from time to time by the parties.

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EXHIBIT C

Wire Transfer Instructions

Yahoo's Bank Information:

Institution Name:	*****
Institution Address:	*****
ABA:	*****
Beneficiary Name:	*****
Beneficiary Account Number:	*****

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***** Confidential treatment has been requested for redacted portions.

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EXHIBIT D

THESTREET.COM INC. - SERVICE AND TRADEMARK GUIDELINES

When used in these guidelines, for ease of reference the term trademark refers to both trademarks and service marks.

1. TheStreet.com trademarks must be used as adjectives, not nouns
Trademarks are adjectives, and should always be used with the generic term that they modify. For example:

CORRECT: TheStreet.com services are excellent.
INCORRECT: TheStreet.com is the ideal service for your needs.

The above is the most important rule of trademark usage. The word "service", or similar generic language (i.e. financial information service), should immediately follow all TheStreet.com trademarks in each piece of advertising, promotion or other written material. On occasion, the generic term may be omitted where the immediate context makes it clear that a generic term is intended, such as in repetitive uses of the trademark within a single paragraph or section, but these exceptions should be used with care. The generic term should always be used at the beginning of a piece and at significant points subsequently. In addition, Intuit trademarks must not be used as possessives. (This follows from the principle that trademarks are adjectives, not nouns). For example:

CORRECT: The quality of TheStreet.com is outstanding.
INCORRECT: TheStreet.com quality is outstanding.

2. Retain the distinctive appearance of TheStreet.com trademarks without using specialized type or logo forms. TheStreet.com trademarks should always be presented in a distinctive, but non-stylized fashion. Special typefaces/fonts should not be used, and Company logos and typefaces cannot be used. This means that the marks must appear in a regular typeface while retaining their distinctive capitalization and/or spacing. Marks may also appear in all upper-case letters while retaining correct spacing. For example:

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CORRECT: TheStreet.com service
INCORRECT: TheStreet.com service

3. Use appropriate status and ownership legends with TheStreet.com trademarks. All TheStreet.com trademarks that are not registered should appear with the super script TM. The appropriate legend must be used each time TheStreet.com trademark is printed. (Please contact TheStreet.com if you need information on the registration status of a particular trademark.) In addition, all written documents, displays or advertisements which include TheStreet.com trademark must contain the appropriate ownership legend, ideally at the beginning of the piece. For example:

TheStreet.com and TheStreet.com logo are service marks of TheStreet.com, Inc.

4. Do not use TheStreet.com trademarks in company names or on direct business source identifiers. TheStreet.com trademarks may not be used in company names or on direct business source identifiers like stationery, business cards, and company signs unless specifically authorized. These items identify the name of a business and, thus, the source of its products or services. In order to avoid any possible confusion with regard to the source of TheStreet.com services, no use of TheStreet.com trademarks on these identifiers is allowed unless prior written approval is obtained. (Of course, the use of TheStreet.com trademarks in detailed brochures, certain advertisements, presentations and the like, is permitted as long as all of the other guidelines contained herein are followed.)

5. Only TheStreet.com may use its trade name, trademark and logo trademark. No one except TheStreet.com may use its name, trademark or logo trademark in connection with the sale, provision or advertisement of any product or service. The only use of its name that is permitted (in connection with selling products or services) is to display the ownership legend for TheStreet.com trademarks, as shown above.

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR CERTAIN PORTIONS OF THIS DOCUMENT. CONFIDENTIAL PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

CONFIDENTIAL

INTERACTIVE SERVICES AGREEMENT

This agreement (the "Agreement"), effective as of April 16th, 1998 (the "Effective Date"), is made and entered into by and between America Online, Inc. ("AOL"), a Delaware corporation, with its principal offices at 22000 AOL Way, Dulles, Virginia 20166, and TheStreet.com, L.L.C. ("Interactive Content Provider" or "ICP"), a limited liability corporation, with its principal offices at Two Rector Street, New York, NY 10006 (each a "Party" and collectively the "Parties").

INTRODUCTION

AOL and ICP each desires that AOL provide access to the ICP Internet Site (as defined below) through the AOL Network (as defined below), subject to the terms and conditions set forth in this Agreement. Defined terms used but not defined in the body of this Agreement or in Exhibit C shall be as defined on Exhibit B attached hereto.

TERMS

1. DISTRIBUTION; PROGRAMMING

1.1 Anchor Tenancy. Beginning on the Launch Date, ICP shall receive anchor tenant distribution within the Personal Finance channel (or any specific successor thereof) offered on the AOL Service, as follows: AOL shall (a) continuously and prominently place an agreed-upon ICP icon, symbol, name, logo or banner (each, an "Anchor Tenant Button") on the "Active Investor" screen (or any specific successor thereof), on which ICP's Anchor Tenant Button shall be ***** Anchor Tenant Buttons, and the "Investing Forums" screen (or any specific successor thereof), on which ICP's Anchor Tenant Button shall be ***** (based on relevant factors, e.g. ***** considered as a whole and not individually) ***** any other anchor tenant's ***** which is continuously displayed on such screen. Such Anchor Tenant Buttons shall each, through a uniform resource locator ("URL"), link to the Welcome Mat on the World Wide Web, or to some other mutually agreed-upon area(s) within the AOL Network (i.e. in "Rainman"), (b) provide ICP with the keywords "TheStreet" "TheStreet.com" and "TSC" which shall link to the Welcome Mat, and (c) list the ICP Internet Site in

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AOL's "Directory of Services" "Keywords" and "Find" features. Except to the extent expressly described herein, the exact form, placement and nature of the Anchor Tenant Button shall be determined by AOL in it's ***** editorial discretion.

1.1.1 AOL further agrees to ***** communicate with ICP during the Term regarding AOL's editorial needs ***** of integrating ICP's Content into the Personal Finance channel. Such communication may result in the promotion of ICP from the main screen of the Personal Finance channel. Any such promotion shall be at the sole discretion of AOL.

1.2 Content. The ICP Internet Site shall consist of the Licensed Content described on Exhibit A hereto. In addition, the

Original Content described on Exhibit A shall be published within the AOL Network (i.e. in Rainman, AOL's proprietary publishing tool). ICP shall not authorize or actively facilitate any third party to distribute any other Content of ICP through the AOL Network absent AOL's prior written approval; provided, however, that AOL acknowledges and understands that ***** without ICP's ***** and AOL agrees that ICP ***** as a result thereof. The inclusion of any additional Content for distribution through the AOL Network (including, without limitation, any features, functionality or technology) not expressly described on Exhibit A shall be subject to AOL's prior written approval.

- 1.3 License. ICP hereby grants AOL a worldwide license to use, market, store, distribute, display, communicate, perform, transmit, and promote the ICP Internet Site and the Licensed Content (or any portion thereof), solely for the personal use of its AOL Members, through the AOL Network as AOL may determine in its sole discretion, including without limitation the right to integrate Content from the ICP Internet Site by linking to specific areas on the ICP Internet Site, provided that the presentation of any such Content on the AOL Network shall conform with the specifications set forth on Exhibit D; provided, however, *****.
- 1.4 Management. ICP shall, design, create, edit, manage, update, and maintain the ICP Internet Site and the Licensed Content or arrange for same on its behalf. Except as specifically provided for herein, AOL shall have no obligations of any kind with respect to the ICP Internet Site. ICP shall be responsible for any hosting or communication costs associated with the ICP Internet Site (including, without limitation, the costs associated with (i) any agreed-upon direct connections between the AOL Network and the ICP Internet Site or (ii) a mirrored version of the ICP Internet Site, provided at the discretion of the ICP. *****.

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- 1.5 Carriage Fee. ICP shall pay AOL a one-time fee of ***** which shall be due no later than thirty (30) days after the Effective Date.
- 1.6 Impressions Guarantee. AOL shall provide ICP with at least ***** Impressions (as defined below) from ICP's presence on the AOL Network (the "Impressions Guarantee"). For the purposes of this Agreement ***** ICP's presence on an AOL screen shall conform to the specifications set forth on Exhibit D (each, an "ICP Presence"), provided that only screens that contain a link to the ICP Internet Site or a Welcome Mat (as defined herein) will count against the Impressions Guarantee. In the event that the Impressions Guarantee is not met during the Term, at AOL's option either (a) the Term shall be extended for up to ***** months without additional carriage fees payable by ICP ***** , or (b) AOL shall provide ICP with the remaining Impressions in the form of advertising space within the AOL Network of comparable value ***** to the undelivered Impressions.

2. PROMOTION

- 2.1 Cooperation. Each Party shall cooperate with and reasonably assist the other Party in supplying material for marketing and promotional activities.
- 2.2 Interactive Site. During the Term, ICP shall include within each ICP Interactive Site (a) a continuous ***** promotional button/link for AOL appearing on the first screen of the ICP Interactive Site, (b) a prominent "Try AOL" feature where

users can obtain promotional information about the AOL Network and/or any ***** products and services available through the AOL Network and, at AOL's option, download or order AOL's then-current version of client software for the America Online(R) brand service or other AOL products, such as AOL's "Instant Messenger(R)"; (c) ***** promotion for the keywords associated with ICP's Internet Site; and (d)*****.

- 2.3 Other Media. ICP shall ***** prominently and regularly promote AOL and the ICP Internet Site's availability through the AOL Service in publications, programs, features or other forms of media over which ICP exercises *****.
- 2.4 Keyword Promotion. In any instances when ICP makes promotional reference to an ICP Interactive Site, including any listings of the applicable "URL(s)" for such web site(s) (each a "Web Reference"), *****.
- 2.5 Preferred Access Provider.
 - 2.5.1 *****

***** Confidential treatment has been requested for redacted portions.

3. REPORTING

- 3.1 Usage and Other Data. AOL shall make available to ICP a monthly report specifying for the prior month aggregate usage and Impressions with respect to ICP's presence on the AOL Network. ICP will supply AOL with monthly reports which reflect total daily Impressions by AOL Members to the ICP Internet Site during the prior month and the number of and dollar value associated with the transactions involving AOL Members at the ICP Internet Site during the period in question. ICP shall also provide AOL with "click-through" data with respect to the promotions specified in Section 2.
- 3.2 Promotional Commitments. ICP shall provide to AOL a monthly report documenting ICP's compliance with any promotional commitments undertaken pursuant to this Agreement which report shall be in the form attached as Exhibit F hereto.
- 3.3 Payment Schedule. Except as otherwise specified herein, each Party agrees to pay the other Party all amounts received and owed to such other Party as described herein on a quarterly basis within thirty (30) days of the end of the quarter in which such amounts were collected by such Party. The first quarter for which payment is to be made shall (i) begin on the first day of the month following the month of full execution of Agreement and (ii) include the portion of the month of execution following the Effective Date (unless the Agreement was executed on the first day of a month, in which case the quarter shall be deemed to begin on the first day of such month).

4. ADVERTISING AND MERCHANDISING

- 4.1 Advertising Sales. Except as may be specifically provided below, AOL owns all right, title and interest in and to the advertising and promotional spaces within the AOL Network (including, without limitation, advertising and promotional spaces on any AOL forms or pages preceding or framing the ICP Internet Site). The specific advertising inventory within any such AOL forms or pages shall be as reasonably determined by AOL.
- 4.2 Live Event Advertisements. With respect to the live event programming provided to AOL hereunder and specified on Exhibit

A.2 (the "Live Event Programming"), AOL shall have the exclusive right to license or sell promotions, advertisements, links, pointers or similar services or rights in or through the area for any Live Event Programming ("Live Event Advertisements"). AOL shall pay ICP ***** of the

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Advertising Revenues generated by AOL or its agents with respect to Live Event Advertisements.

- 4.3 Original Content Advertisements. With respect to the original content provided to AOL hereunder and specified on Exhibit A, (the "Original Content"), AOL hereby grants ICP the right to license or sell promotions, advertisements, links, pointers or similar services or rights in or through the area for any Original Content including ***** associated with the ICP Internet Site ("Original Content Advertisements" or "AOL Advertisements"), subject to (i) each Original Content Advertisement being in compliance with AOL's advertising policies referred to herein and (ii) ***** . ICP shall pay AOL ***** of the Advertising Revenues generated by ICP or its agents with respect to Original Content Advertisements.
- 4.4 Advertising Policies. Any AOL Advertisements sold by ICP or its agents shall be subject to AOL's then-standard advertising policies, a copy of which shall be furnished to ICP ***** during the Term. In connection with the sale by ICP of any AOL Advertisement, ICP shall, in each instance, provide AOL with a completed standard AOL advertising registration form relating to such AOL Advertisement. ICP shall take all steps necessary to ensure that any AOL Advertisement sold by ICP complies with all applicable federal, state and local laws and regulations. To the extent ICP sells an AOL Advertisement as part of an advertising package including multiple placement locations, ICP shall allocate the payment for such advertising package between or among such locations in an equitable fashion, *****.
- 4.5 Interactive Commerce. Any merchandising on the ICP Internet Site shall be subject to (i) the then-current requirements of AOL's merchant certification program and (ii) ICP implementing sufficient procedures to protect the security of all merchandising on the site (i.e., ICP shall as of the Effective Date use 40-bit SSL technology and, if requested by AOL, 128-bit SSL).
- 4.5.1 Subscriptions. AOL Members shall receive a ***** discount on any subscriptions to the ICP Internet Site during the term of this Agreement.

5. CUSTOMIZED LINKED INTERACTIVE SITE

- 5.1 Performance.
- 5.1.1 Generally. ICP shall ***** optimize the ICP Internet Site according to AOL specifications and guidelines (which may currently be found at key word: "Webmaster", and/or at *****) with the objective of ensuring that (i) the

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functionality and features within the ICP Internet Site are

optimized for the client software then in use by a majority of AOL Members as notified to ICP by AOL and (ii) the forms used in the ICP Internet Site are designed and populated in a manner intended to minimize delays when AOL Members attempt to access such forms. ICP will use reasonable commercial efforts to ensure that the performance and availability of the ICP Internet Site (a) is monitored on a continuous, 24/7 basis and (b) remains competitive in all material respects with the performance and availability of other similar sites based on similar form technology. It shall be the responsibility of AOL to inform ICP of the specific AOL client software version then in use by a majority of AOL Members if and when it is determined, in AOL's reasonable discretion, that the ICP Internet Site is not optimized for such client software.

5.1.2 Specific.

(a) ICP shall design the ICP Internet Site to support the Windows version of the Microsoft Internet Explorer 3.0 browser, and make commercially reasonable efforts to support all other AOL browsers listed at: *****

(b) ICP shall configure the server from which it serves the ICP Internet Site to examine the HTTP User-Agent field in order to identify the AOL User-Agents listed at: ***** (the "AOL User-Agents").

(c) ICP shall design its web site to support HTTP 1.0 or later protocol as defined in RFC 1945 (available at <http://ds.internic.net/rfc/rfc1945.text>) and to adhere to AOL's parameters for refreshing cached information listed at *****.

(d) AOL reserves the right to review the ICP Internet Site and/or have its technical personnel meet with ICP technical personnel with respect to the ICP Internet Site with the objective of ensuring that such site is compatible with AOL's then-available client and host software and the AOL Network.

5.2 Customization. ICP shall customize the ICP Internet Site for AOL Members as follows:

(a) upon AOL's request create a customized, co-branded home page for the AOL audience for each area on the ICP Internet Site linked to and/or from the AOL Network on a continuous basis (each a "Welcome Mat"), which

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Welcome Mat(s) shall be subject to AOL approval, not to be unreasonably withheld;

(b) ensure that AOL Members linking to the ICP Internet Site do not receive advertisements, promotions or links for any entity which AOL has notified ICP, or shall subsequently notify ICP in writing, is in competition with AOL or which AOL has notified ICP, or shall subsequently notify ICP in writing, is otherwise in violation of AOL's then-standard advertising policies or exclusivities; and

(c) provide continuous navigational ability for AOL Members to return to an agreed-upon point on the AOL service (for which AOL shall supply the proper address) from the ICP Internet Site (e.g., the point

on the AOL service from which the ICP Internet Site is linked), which, at AOL's option, may be satisfied through the use of a hybrid browser format.

- 5.3 Links on ICP Internet Site. The Parties will work together on mutually acceptable links (including links back to AOL) within the ICP Internet Site in order to attempt to create a robust and engaging AOL member experience. ICP shall take reasonable efforts to encourage that AOL traffic is generally either kept within the ICP Internet Site or channeled back into the AOL Network. To the extent that AOL notifies ICP in writing that, in AOL's reasonable judgment, links from such site cause an excessive amount of AOL traffic to be diverted outside of such site and the AOL Network in a manner that has a detrimental effect on the traffic flow of the AOL audience, then ICP shall promptly take reasonable steps to attempt to reduce the number of links out of such site(s).
- 5.4 Hosting Capacity. ICP will provide all computer servers, routers, switches and associated hardware in an amount reasonably necessary to meet anticipated traffic demands, adequate power supply (including generator back-up) and HVAC, adequate insurance, adequate service contracts and all necessary equipment racks, floor space, network cabling and power distribution to support the ICP Internet Site. AOL shall provide ICP with reasonable, best available estimates of anticipated traffic demands associated with the AOL Network and ICP's performance hereunder, which ICP will rely upon in connection with the foregoing obligation.

6. TERM AND TERMINATION.

- 6.1 Term. Unless earlier terminated as set forth herein, the initial term of this Agreement shall be one (1) year from the Effective Date. Upon termination of this Agreement, AOL shall have the option, for a period equal to the initial term, to use one or more

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ICP keywords and/or text-based links from the AOL Network to the ICP Internet Site. This Agreement may be extended by mutual written agreement of the Parties.

- 6.2 Termination for Breach. Either Party may terminate this Agreement at any time in the event of a material breach by the other Party which remains uncured after thirty (30) days' written notice thereof.
- 6.3 Termination for Bankruptcy/Insolvency. Either Party may terminate this Agreement immediately following written notice to the other Party if the other Party (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days or (iv) makes an assignment for the benefit of creditors.

7. TERMS AND CONDITIONS. To the extent not otherwise inconsistent with the above terms and conditions of this Agreement the legal terms and conditions set forth on Exhibit C attached hereto are hereby made a part of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

AMERICA ONLINE, INC.

THESTREET.COM, L.L.C.

By: /s/ Barry Schuler

By: /s/ Brendan Amyot

Print Name: Barry Schuler

Print Name: Brendan Amyot

Title: President, AOL Interactive Services

Title: Chief Operating Officer

Date: 4/16/98

Date: April 16, 1998

Tax ID/EIN#: _____

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EXHIBIT A

***** Confidential treatment has been requested for redacted portions.

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EXHIBIT B

***** Confidential treatment has been requested for redacted portions.

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EXHIBIT C

***** Confidential treatment has been requested for redacted portions.

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EXHIBIT D

***** Confidential treatment has been requested for redacted portions.

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EXHIBIT F

***** Confidential treatment has been requested for redacted portions.

Exhibit G

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***** Confidential treatment has been requested for redacted portions.

DEFINITIONS AND REFERENCES

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***** Confidential treatment has been requested for redacted portions.

[LOGO]

July 24, 1998

Mr. Brendan Amyot
Chief Operating Officer
Vice President Marketing
TheStreet.com
2 Rector Street, 14th Floor
New York, NY 10006

Dear Brendan:

I am writing to specify that, pursuant to Section 1.1 ("Launch Date") of the Interactive Services Agreement effective as of April 16, 1998, between TheStreet.com, L.L.C. and America Online, Inc. (the "Agreement"), the "Launch Date" referred to in Section 1.1 of the Agreement was July 23, 1998. We're really excited to have you on board. Please feel free to call me at any time, I can be reached at 703-265-1089.

Best Regards,

/s/ Alison Klein

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Alison Klein
Account Manager
America Online, Inc.

cc: Rob Krupika
Rob Shenk
David Arsenault
Dori Solomon

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR CERTAIN PORTIONS OF THIS DOCUMENT. CONFIDENTIAL PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

CONTENT LICENSE AND MARKETING AGREEMENT

This Content License and Marketing Agreement ("Agreement") is made and entered into as of the 12th day of January, 1999 (the "Effective Date"), by and between TheStreet.com, Inc., with offices at Two Rector Street, 14th Floor, New York, NY 10006 ("TheStreet.com") and E*TRADE Group, Inc., with offices at Four Embarcadero Place, 2400 Geng Road, Palo Alto, CA 94303 ("E*TRADE").

WHEREAS, TheStreet.com is in the business of preparing and publishing editorial, evaluation and analysis reports related to business and financial news and information and sells subscriptions to its materials which are available through computer, communication and network access and facilities in the commercial marketplace through such media which includes, but is not necessarily limited to, the Internet and WorldWide Web; and

WHEREAS, E*TRADE wishes to offer business and financial news and informational services to its customers through its own WebSite and E*TRADE also wishes to offer certain of its own customers the availability of subscriptions and/or access to TheStreet.com's published materials under favorable terms and conditions;

NOW THEREFORE, IN CONSIDERATION OF the mutual promises and covenants set forth in this Agreement, TheStreet.com and E*TRADE hereby agree as follows:

1. Definitions

1.1 "Account Holder" refers to any E*TRADE individual user who establishes an on-line investment account with E*TRADE.

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1.2 "Active Trader" refers to any member of the Power E*TRADE program for Account Holders whose trading activity is greater than that of the average Account Holder and is entitled to receive premium services or benefits from E*TRADE, including, but not limited to, those provided under this Agreement.

1.3 "Active User" refers to any Active Trader who accesses the Premium Licensed Content at least once during the monthly billing cycle.

1.4 "Co-branded Web Pages" refer to web pages created by TheStreet.com and E*TRADE pursuant to this Agreement which contain the Licensed Content.

1.5 "Expired Free-Trial User" refers to those TheStreet.com users who (i) have registered for a limited, free-trial membership to TheStreet.com which has subsequently expired; and (ii) have not subscribed to TheStreet.com service following such expiration.

1.6 A "frame" refers to a border superimposed or otherwise perceptible material or information of one party which surrounds, adjoins, is commingled or is otherwise perceivable simultaneously with the availability or perceptibility of a page.

1.7 "Licensed Content" shall have the meaning as defined in Section 2.1 below and include the "Premium Licensed Content" and "Free Licensed Content" as defined Section 1.10 below.

1.8 A "link" means a perceptible or otherwise visible indication, logo, icon,

insignia, word and/or image, selected by or available to an individual on one page of a WebSite which directs and forwards that individual's perceived or actual connection onward to another page on the same or any other WebSite. A link has specific uniform resource locator (URL) or Internet WebSite and page address information (whether perceptible or not) which establishes a direct connection to the new page, when the link is selected from another page.

1.9 A "page" on a WebSite refers to each and every individual display or image which is accessible or made available and which can be perceived, downloaded or printed by an individual, either directly or with the aid of a machine or device.

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1.10 "Premium Licensed Content" means that portion of the Licensed Content that TheStreet.com generally makes available to its customers and clients on a paid subscription-only basis. "Free Licensed Content" means that portion of the Licensed Content that TheStreet.com generally makes available to anyone visiting TheStreet.com's WebSite at no charge.

1.11 "Registered Member" refers to any E*TRADE individual user, other than an Account Holder, who registers with E*TRADE as a member to receive certain financial information and related materials through E*TRADE's WebSite.

1.12 "Submitted Application" shall mean an application to open a standard brokerage account with E*TRADE that is completed in all material respects in accordance with the instructions provided by E*TRADE in the application kit and received by E*TRADE, and where the application has originated as a direct response from the offer to receive a free subscription to TheStreet.com. E*TRADE shall determine which applications are submitted as a direct response to TheStreet.com offer through a designated offer code.

1.13 "WebSite" refers to any computer and communication facilities and resources under the control of or operated for the benefit of a party and made available via the Internet to permitted individuals and/or access devices to or from which information, graphic or other images, sounds, data and/or any other digital or electronic content or materials may be perceived, accessed, transmitted or utilized. For the avoidance of ambiguity, WebSites include one WebSite which may be a mirror image or duplicate, in whole or in part, or even containing modifications from an original WebSite.

2. Licensed Content

2.1 Subject to the provisions of this Agreement, TheStreet.com agrees to make available to E*TRADE, the proprietary financial and business editorial, evaluation and analysis reports specified in the attached Exhibit A, and other, comparable or successor content which, during the term of this Agreement, is made available to TheStreet.com subscribers at the same or comparable subscription levels or categories as that which is currently in effect and applicable to current Licensed Content, and any other materials as may be mutually agreed upon in writing ("Licensed Content"). The parties agree that any new categories of content, subscription levels or distribution methods (e.g., streaming) which TheStreet.com may develop in the future shall be subject to good faith evaluation and negotiations to include same within the framework of this Agreement,

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if appropriate and mutually acceptable to both parties. Licensed Content shall be made available by TheStreet.com to E*TRADE electronically or digitally in the form of Co branded Web Pages hosted by TheStreet.com pursuant to Exhibit B, attached hereto. At a minimum, such Co-branded Web Pages shall include

links to E*TRADE detailed quotes from all tickers referenced in the Licensed Content and the Licensed Content shall not include any third party advertisements or links to third party advertisements except as permitted under Section 2.3. Each party shall commit sufficient technical resources to deploy the-Co-branded Web Pages within one (1) month after the Effective Date. TheStreet.com agrees to maintain the availability of Licensed Content in accordance with the Service Level Agreement attached hereto as Exhibit C.

2.2 Subject to and in consideration of the payment terms and conditions specified in Section 4 herein, TheStreet.com hereby grants to E*TRADE, a nonexclusive (subject to Section 2.4), worldwide license to access, use, reproduce (solely for the purposes and subject to this Agreement), display and transmit the Licensed Content, solely for the purpose of enabling such Licensed Content to be available and accessible to E*TRADE Registered Members and Account Holders through E*TRADE's WebSite. E*TRADE agrees that the license granted herein supersedes any license granted by TheStreet.com to E*TRADE with respect to the Licensed Content or any other content, materials or information licensed to E*TRADE by TheStreet.com prior to the Effective Date and that such prior license(s) shall be considered null and void.

2.3 TheStreet.com acknowledges and agrees that E*TRADE may, and has the right to, directly or indirectly sell, include, insert, or place advertising, marketing, promotional or other materials relating to or associated with third party products, services or the like, and other E*TRADE products and services, on the Co-branded Web Pages. *****

2.4 Except with respect to the Licensed Content and any other materials in the form provided or licensed by TheStreet.com under this Agreement and subject to Section 4.2 below, TheStreet.com shall have no liability, responsibility or obligation whatsoever, regardless of the form of action or basis of the claim (whether in contract, tort, including negligence, or otherwise), with respect to E*TRADE's customers, potential customers or any other third parties as a result of the acts, omissions or activities of E*TRADE or any other third party in connection with or as a result of this Agreement.

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***** Confidential treatment has been requested for redacted portions.

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2.5 Nothing in this Agreement shall be construed to prohibit or prevent TheStreet.com from using Licensed Content or any substantially equivalent content in connection with its own subscription services; provided, however, *****.

2.6 TheStreet.com retains all right, title and interest in the Licensed Content and TheStreet.com will be solely and exclusively responsible for the unmodified Licensed Content provided to E*TRADE hereunder. E*TRADE agrees to be solely and exclusively responsible for any and all modifications, restructuring, alterations, combinations, translations and/or any changes to the Licensed Content made by E*TRADE in any manner whatsoever.

2.7 Except for the specific rights and licenses granted to E*TRADE and applicable obligations and restrictions under the provisions of this Agreement, nothing in this Agreement shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive TheStreet.com of any of its rights or proprietary interests in any intellectual property, information, systems, software, programs, processes, technology, services, methodologies, products or any other materials or rights, tangible or intangible.

2.8 Except for the specific rights and license granted to TheStreet.com and applicable obligations and restrictions under the provisions of this Agreement, nothing in this Agreement shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive E*TRADE of any of its rights or proprietary interests in any intellectual property, information, systems, software, programs, processes, technology, services, methodologies, products or any other materials or rights, tangible or intangible.

3. Co-Marketing Obligations

3.1 The parties shall undertake and perform the obligations for the marketing and promotion of each other's services as described below.

3.1.1 Pursuant to Exhibit B, attached hereto, E* TRADE and TheStreet.com shall create Co-branded Web Pages which mirror TheStreet.com web pages and which are accessible from the E*TRADE WebSite.

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***** Confidential treatment has been requested for redacted portions.

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3.1.2 As of the Effective Date and at mutually agreed upon intervals thereafter, E*TRADE shall, through electronic mail, and may, through its WebSite, notify Registered Members and visitors to the E*TRADE WebSite of the opportunity to obtain a one-year subscription to the Premium Licensed Content on the Co-branded Web Pages at no charge in the event E*TRADE receives a Submitted Application from them.

3.1.3 E*TRADE and TheStreet.com agree that E*TRADE will have the option to provide current Account Holders, Registered Members and other visitors to the E*TRADE WebSite access to the Premium Licensed Content on the Co-branded Web Pages at no charge in a manner to be mutually agreed upon by the parties after the Effective Date.

3.1.4 As of the Effective Date and at mutually agreed upon intervals thereafter, TheStreet.com shall contact Expired Free-Trial Users via electronic mail to notify them of the opportunity to obtain a one-year subscription to the Premium Licensed Content on the Co-branded Web Pages at no charge in the event that E*TRADE receives a Submitted Application from them.

3.1.5 E*TRADE and TheStreet.com shall provide all E*TRADE Active Traders with access to the Premium Licensed Content on the Co-branded Web Pages at no charge to such Active Traders.

3.1.6 TheStreet.com shall provide all current E*TRADE Registered Members and Account Holders with access to the Free Licensed Content on the Co-branded Web Pages at no charge.

3.1.7 Upon E*TRADE's written approval, TheStreet.com may, but is under no obligation to, sell subscriptions to the Premium Licensed Content on the Co-branded Web Pages to E*TRADE Registered Members and Account Holders who are not Active Traders and who are not otherwise entitled to a free subscription. Such Account Holders will receive, at a minimum, a ***** discount off TheStreet.com's normal rates. TheStreet.com shall not provide a greater discount for any other comparable licensee of substantially the same content under substantially the same terms unless TheStreet.com matches such discount for E*TRADE. TheStreet.com shall pay E*TRADE ***** of all subscription fees derived from such subscription sales.

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3.2 Subject to all the terms and conditions of this Agreement, each party (the

"Licensor") hereby grants to the other (the "Licensee") a nonexclusive, nontransferable, non-sublicensable license to use Licensor's Licensed Marks (defined below) on the Licensee's WebSite solely in connection with the marketing and promotion of Licensor's WebSite and related online services. The "Licensed Marks" shall mean solely the names, servicemarks and trademarks and logos specified in Exhibit D hereto, subject to any usage guidelines and notice requirements provided in writing by the Licensor; provided, however, that the Licensor, in its sole discretion from time to time, may change the appearance and/or style of the Licensed Marks or add or subtract from the list in Exhibit D, provided that, unless required earlier by a court order or to avoid potential infringement liability, Licensee shall have fourteen (14) days to implement any such changes. Licensee hereby acknowledges and agrees that (i) Licensor's Marks are either owned solely and exclusively by Licensor or Licensor has the right to provide the license to Licensee set forth in this Section, (ii) except as set forth herein, Licensee has no rights, title or interest in or to Licensor's Marks and (iii) all use of the Licensor's Marks by Licensee shall inure to the benefit of Licensor. Licensee agrees not to apply for registration of the Licensor's Marks (or any mark confusingly similar thereto) anywhere in the world. Licensee agrees that it shall not knowingly engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of Licensor's Marks. Licensee further agrees that the use of any Licensed Mark is subject to the approval of Licensor.

3.3 TheStreet.com, in connection with Co-branded Web Pages, may notify or otherwise advise any party having access to Licensed Content through E*TRADE as a result of this Agreement, that they are only permitted to make one printed copy of the Licensed Content for individual use (or download same for the same limited purpose) and they are not permitted to reproduce, republish, broadcast or otherwise distribute the Licensed Content without prior written permission of TheStreet.com and except for any payment or other terms inconsistent with the provisions of this Agreement, are otherwise subject to the terms and conditions of TheStreet.com subscriber or membership agreement available for inspection on TheStreet.com site.

3.4 With the exception of requiring minimum trading activity or a Submitted Application, E*TRADE may not charge E*TRADE Account Holders or any others any separate fee or charge or impose additional costs or restrictions in order to allow access or make available the Licensed Content, other than those standard charges and

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restrictions it normally charges or imposes on E*TRADE Account Holders or others for the use of its own WebSite.

3.5 E*TRADE shall not furnish, permit or otherwise provide, make available, link, reproduce, transmit, furnish or distribute Licensed Content itself or through or to third parties for use on or through any other facility other than E*TRADE, the Co-branded Web Pages or the links to TheStreet.com as permitted hereunder.

4. Payment

4.1 Subject to the terms and conditions of this Agreement, E*TRADE agrees to pay to TheStreet.com the following:

(a) A minimum payment of \$***** per month in advance on the first day of each month, beginning upon the launch of Co-branded Web Pages on the E*TRADE WebSite. The \$***** minimum payment shall constitute an up-front payment for any combination of Submitted Applications at \$***** each and Active Users at either \$***** each (if Active Users number ***** or fewer during such month) or \$***** each (if Active Users number greater than ***** during such month).

(b) Once the \$***** minimum has been exceeded, additional payments shall be calculated at \$***** for each additional Submitted Application and either \$***** per Active User (if Active Users number ***** or fewer) or \$***** per Active User (if Active Users number greater than *****). Such

additional payments shall be due within thirty (30) days after the end of the month in which such excess occurs.

4.2 The parties believe that the structure of the payments described in Section 4.1 are consistent with the applicable laws and regulations governing the activities of broker-dealers and unregistered entities. Notwithstanding the foregoing, however, if the payments in Section 4.1 are determined to be prohibited under those laws and regulations governing the activities of broker-dealers, then the parties shall negotiate and agree upon a mutually acceptable non-refundable fee structure as an alternative to the payment described in this Section 4.1, failing which either party may terminate this Agreement on thirty (30) days' written notice to the other party.

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**** Confidential treatment has been requested for redacted portions.

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5. Prices

5.1 Except as specifically set forth in this Agreement, each party remains responsible for establishing its own prices and charges to customers, subscribers or otherwise in connection with its own offerings, products and/or services available in the commercial marketplace. Furthermore, except as otherwise provided herein or subsequently mutually agreed upon in writing, each party bears its own expenses and costs associated with performing its obligations under this Agreement.

6. Right to Audit

6.1 Each party shall keep, maintain and preserve in a readily accessible place allowing for access within twenty-four (24) hours, and for the earlier of at least three (3) years: (i) from the date of the transactions and activities being audited; or (ii) following termination or expiration of the term of this Agreement or any renewal(s) thereof, accurate records relating to such party's payment and other obligations hereunder. Such records shall be maintained as confidential, but shall be available for inspection and audit as provided herein. Each party shall have the right at least once per calendar year to have an independent public accountant, reasonably acceptable to the other party, examine such other party's relevant books, records and accounts for the purpose of verifying the fulfillment of obligations to the other party as required under this Agreement. Each party acknowledges and agrees that such accountant shall not have access to the books, records, and accounts relating to other products or services except as such books, records and accounts also directly relate to its obligations hereunder. Each audit will be conducted at the audited party's place of business, or other place agreed to by TheStreet.com and E*TRADE, during the audited party's normal business hours and conducted to minimize any disruption to the audited party's business activities, with at least five (5) business days prior written notice to the audited party. The auditing party shall pay the fees and expenses of the auditor for the examination.

7. Warranties

7.1 Each party represents and warrants to the other that: (i) it has the right to enter into this Agreement and its obligations are not in conflict with any other of its obligations; (ii) all services will be performed in a timely, competent and professional manner; (iii) materials, information and services furnished and/or the use of same as permitted under this Agreement, do not violate or infringe the rights of any other party

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or the laws or regulations of any governmental, regulatory, or judicial authority; (v) materials, information and services furnished and/or the use of same as permitted under this Agreement, do not contain any libelous, defamatory, obscene or unlawful material under the laws of the United States in effect at the time such materials, information and/or services are produced and provided to the other hereunder. Furthermore, TheStreet.com warrants that it has full ownership of, all right, title and interest in and to, or all necessary licenses to furnish, all Licensed Content as required hereunder. TheStreet.com represents and warrants that the Co-branded Pages and the Licensed Content are Year 2000 Compliant. For purposes of this Agreement, "Year 2000 Compliant" shall mean that The Co-branded Pages and the Licensed Content and the access and use thereof will not be materially affected by any inability to, individually and in combination, completely and accurately address, present, produce, store and calculate data involving dates before, on or after January 1, 2000; specifically: (i) no value for current date will cause any interruption in operation; (ii) date-based functionality will behave consistently when dealing with dates before, on or after January 1, 2000; (iii) use and access to the Co-branded Pages and the Licensed Content will not produce abnormal endings or incorrect results when working with dates before, on or after January 1, 2000; (iv) in all interfaces and data storage, the century will be specified explicitly and will be unambiguously derived; and (v) year 2000 will be recognized as a leap year. The foregoing representation and warranty shall not and shall not be construed to apply to or remedy Year 2000 problems in third party interfaces, data, software, or other materials or information which is not supplied by or within the control of TheStreet.com and if incorrect date information is provided by the user or from any other external product or other source, this information will be used by the Licensed Content and Co-Branded Pages as received.

7.2 EXCEPT AS SPECIFICALLY SET FORTH ABOVE, NEITHER PARTY MAKES ANY OTHER OR DIFFERENT REPRESENTATIONS OR WARRANTIES TO THE OTHER OR TO ANY THIRD PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Confidential Information

8.1 Each party agrees to regard and preserve as confidential all information related to the business and activities of the other, its customers, clients, suppliers and other entities with whom such other party does business, that may be obtained from any

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source or may be developed as a result of this Agreement ("Confidential Information"). Each party agrees to hold such Confidential Information in confidence for the other and shall not, except in furtherance of the purposes of this Agreement, use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, nor disclose such Confidential Information to any person, firm or enterprise, unless authorized by the other party in writing, and even then, to limit access to and disclosure of such Confidential Information to its employees on a "need to know" basis only.

8.2 Information shall not be considered Confidential Information to the extent it is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this or any other Agreement; (iii) is or becomes publicly available through no wrongful act or (iv) is independently developed by one party without reference to any Confidential Information of the other. Disclosure of Confidential Information pursuant to the compulsion of proper judicial or other legal process is permitted; provided, however, that the parties notify each other and use all available legal means to protect and limit such disclosure to only those persons with a "need to know" for purposes of such proceedings.

9. Intellectual Property Indemnification

9.1 Each party agrees to defend and/or handle at its own cost and expense any claim or action against the other by a third party for actual or alleged

infringement of any intellectual or industrial property right, including, without limitation, trademarks, service marks, patents, copyrights or the misappropriation of trade secrets or other proprietary rights, or for personal injury, defamation, slander or libel, based upon any materials or services as furnished by such party or the possession and/or use thereof by the other party. Each party agrees to promptly notify the other party of any such claim or action and provides the indemnifying party with reasonable assistance in the defense thereof. The party responsible for defense of any such claim or action further agrees to indemnify and hold the other party harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action and shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing. Neither party is authorized to agree to any

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settlement, compromise or the like which would require that the other make any payment or bear other obligations without prior written approval of the other party.

9.2 Without limiting Section 9.1 above, E*TRADE agrees to defend and/or handle at its own cost and expense any claim or action against TheStreet.com based upon any alterations, modifications or changes made by E*TRADE to the Licensed Content, any frames, links, or any other material or information added by E*TRADE that is displayed, perceived or associated with the Licensed Content as permitted hereunder, including, without limitation, any advertising, promotional or other materials hereunder; provided that TheStreet.com provides prompt notice of any such claim or action and provides E*TRADE with reasonable assistance in the defense thereof. E*TRADE further agrees to indemnify and hold TheStreet.com harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any such claim or action and shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing.

10. General

10.1 Term: This Agreement shall commence as of the Effective Date and shall continue in full force and effect for an initial term of one (1) year. E*TRADE reserves the right to terminate this Agreement without cause at any time during the initial term of this Agreement upon sixty (60) days written notice. Thirty (30) days prior to the expiration of the initial one (1) year term, the parties shall agree whether or not to renew this Agreement. If the parties agree to renew, this Agreement shall continue thereafter on a month to month basis unless otherwise terminated upon at least thirty (30) days written notice to the other. Termination of this Agreement shall not affect any rights, obligations or interests arising prior to the effective date of termination and which, to give effect to their meaning, must continue in accordance with their terms.

10.2 Material Breach: If there is any material breach of this Agreement by one party, the other party may (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) terminate this Agreement, in whole or in part, by giving thirty (30) days' written notice; provided, however, that such termination shall not be effective if the breach has been cured prior to the expiration of said thirty (30) days.

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10.3 Insolvency: Either party may immediately terminate this Agreement in the event the other party becomes bankrupt or insolvent, within the meaning of the

United States Bankruptcy Code or any substantial and relevant portion of its assets are included in any arrangement with its creditors, an order to windup or submission to control by a receiver, assignee or trustee for the purpose of preserving the assets, whether by the voluntary act of the affected party or otherwise.

10.4 Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE, TO THE OTHER OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.5 Excusable Delay: Neither party will be liable to the other for any delay or failure to perform due to causes beyond its control and without its fault or negligence.

10.6 Assignment: Except in connection with a merger, sale, transfer, conveyance, acquisition or other corporate reorganization or change in control or ownership relating to all or any material portion of its stock, assets, operations or business, neither party may assign, transfer or subcontract this Agreement and/or any rights and/or obligations hereunder, without the written consent of the other and any attempt to do so shall be void.

10.7 Waiver: The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

10.8 Severability: If any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

10.9 Survival: The provisions of Sections 6, 7, 8, 9 and 10 and the last three sentences of Section 3.2 shall survive the termination of this Agreement for whatever reason, and,

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in addition, the obligations of the parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of the Agreement.

10.10 Notices: Unless otherwise specified all notices shall be in writing and delivered personally, mailed, first class mail, postage prepaid, or delivered by confirmed electronic or digital means, to the addresses set forth at the beginning of this Agreement and to the attention of the undersigned. Either party may change the addresses or addressees for notice by giving notice to the other. All notices shall be deemed given on the date personally delivered, when placed in the mail as specified or when electronic or digital confirmation is received.

10.11 Advertising: The parties agree to use reasonable efforts to mutually agree on and issue a press release within five (5) days of the Effective Date of this Agreement. All press releases, promotions and advertisements with respect to E*TRADE and TheStreet.com and the subject matter of this Agreement shall be subject to mutual prior written approval in advance of the first release or use thereof. Except as specifically set forth in this Agreement, neither party shall use the name, service or trademarks, or refer to the other, its products and/or services in any advertising, publicity releases or marketing communication, without prior written approval of such other party.

10.12 Independent Contractors: Each party is acting as an independent contractor. Neither party's personnel are employees or agents of the other party for federal, state or other taxes or any other purposes whatsoever, and are not entitled to compensation, employee benefits or other incidents of employment from any of the other parties. Each party assumes sole and full

responsibility for the acts and omissions of its own employees, representatives and agents. Personnel of one party have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate any other party in any manner whatsoever. Except for the specific obligations set forth in this Agreement, nothing hereunder shall be deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor shall anything in this Agreement be deemed to constitute any party the agent or authorized representative of the other. Except for payments mutually agreed upon and specifically described herein or otherwise mutually agreed upon in writing, nothing shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the parties.

10.13 Governing Law & Interpretation: This Agreement shall be construed and enforced under the substantive laws of the State of New York, without regard to its conflict of laws provisions. Headings are solely for reference and shall not affect the meaning of any terms. If any part of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will be unimpaired. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties. In any action to enforce this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

10.14 Entire Agreement: The Exhibits, materials, information and documents attached, referred to or specified in this Agreement are incorporated by reference and constitute a part of this Agreement as if fully set forth herein. This constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter. Except as otherwise expressly provided herein, any provision of this Agreement may be amended or modified only with the written consent of both parties.

10.15 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

The Street.com, Inc.

E*Trade Group, Inc.

By: /s/ Brendan Amyot

By: /s/ Jerry Gramaglia

Name: Brendan Amyot
[Type or Print]

Name: Jerry Gramaglia
[Type or Print]

Title: VP General Manager- Consumer

Title: SVP; Marketing

Date: 1/12/99

Date: 1/12/99

Licensed Content hereunder shall consist of the following information and materials of market commentary and editorial content:

1. Markets commentary:

"Wake-Up Call"
"Midday Musings"
"Market Roundup"
"Evening Update"
"Silicon Saturday"
"Sunday's Little Letters, Big Ideas"
"The Coming Week"
"Bond Focus"
"Euro Markets"
"Market Update"
"Euro Vision"
"Best of TSC"
"Special Features"

2. Companies:

"Top Stories"
"Silicon Valley"
"Options Buzz"
"Online Trading"
"Stock Mart"
"Articles Elsewhere"
"Latin Loot"
"The Ax"
"Short Stories"
"The Ball Game"
"Moscow Journal"
"Mall Rat"

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"Wall Street Whistleblower"

3. Funds:

"Fund Watch"
"Under the Hood"
"The Buysider"
"Syre & Bailey"
"TSC Fund Forum"
"TSC Tax Forum"
"Looking Out for the Shareholder"
"Game Plan"
"TSC 10"
"Ahead of the Pack"
"Latest Laggard"

4. Commentary/Columns:

"Editor's Letter"
"Wrong"
"Herb on TheStreet"
"Tech Savvy"
"The Invisible Mouth"
"Technician's Take"
"Wing Tips"
"Jim Griffin"
"Marc Chandler"
"Andy Kessler"
"The Chartist"
"Building Blocks"
"Eye to the Keyhole"
"Power Lines"

"NogloWS on the Net"
 "MonEmailbag"
 "Investors' Bookshelf"
 "Drinks & Diversions"
 "Fundamental Questions"

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"Greed & Fear"
 "Sports Scoop"
 "View from the North"
 "Silicon Babylon"
 "Easy Money"
 "How We Did"
 "Special Features"

5. Educational:

"TSC Schoolhouse"
 "TSC Glossary"

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EXHIBIT B

Implementation Specifications

Overview

TheStreet.com will develop a Co-branded mirror site of their full subscription website, made available exclusively to E*TRADE visitors, members, and customers. E*TRADE users will have access to the Co-branded site in five different ways:

Type of Access	Content Provided	Eligible Users
1) Power E*TRADE - unlimited access	o Premium Licensed Content	o Power E*TRADE users (Active Traders)
2) One-year free subscription	o Premium Licensed Content	o E*TRADE visitors and members who convert to customers as a direct result of the offer o TSC expired free-trial users who become E*TRADE customers as a direct result of the offer
3) Standard E*TRADE member and customer access	o Free Licensed Content (with link to discounted subscription sign-up)	o E*TRADE members o Non-Power E*TRADE and non-1-year-free-subscription customers
4) E*TRADE visitors	o Free Licensed Content (without link to discounted subscription sign-up)	o E*TRADE visitors (non-members and non-customers)
5) Free trial (mechanics tbd; either 30 days free to users who request it, or two weeks free to everyone every 60-90 days)	o Premium Licensed Content	o E*TRADE members o Non-Power E*TRADE and non-1-year-free-subscription customers

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- o Power E* TRADE users will launch the TSC/ET Co-branded site from a link on the Power E*TRADE home page; the site will launch in a spawned browser window
- o Visitors, members, and customers (including Power E*TRADE customers) will access TSC/ET Co-branded site from a link on the Portfolio & Markets page, receiving either Free or Premium Licensed Content, depending on their level of access
- o Visitors, members, and customers will also be able to access a marketing jump page (describing TheStreet.com offer, linking to an E*TRADE online application, and linking to the Co-branded site) from site banners and a link from the E*TRADE home page

Customer experience

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- o Should be a seamless login experience for users; they should not have to provide any information to get access to TheStreet (unless they are paying for a subscription, in which case they go through the normal TSC subscription process)
- o *****
- o Visitors, members, and customers receiving access to the Free Licensed Content should get a marketing upsell page when they attempt to access a Premium feature (e.g., If you open a new E*TRADE account, get free access for a year . . . if you're a current customer, open another account, join Power E*TRADE, or click here to subscribe at an E*TRADE discounted rate . . . if you're a customer who should be getting access to premium features, please log on) with links to the appropriate areas on TheStreet.com's site (for subscriptions) and E*TRADE (for new account sign-ups and customer log on)
- o Members and customers should have a link to a page for discounted subscription sign-ups; visitors should not be given this link
- o At the end of a user's one-year free subscription, Power E*TRADE access, or free trial, users should receive a one-time marketing page (when they try to access the Co-branded site the very next time), informing them that they are now only

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eligible for the Free content, but that they can continue receiving the Premium content if they open an account, subscribe, or join Power E*TRADE

- o TheStreet.com has a daily email bulletin service; default for receiving these bulletins should be off, unless members/customers explicitly ask to receive the bulletins (in which case the bulletins must be stripped of competitor references and links)
- o Clicking on a symbol in TheStreet's content should refresh the E*TRADE browser window with a quote of the selected security

Account conversions

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- o Visitors, members, and customers should have a link on the Co-branded site and on the Premium feature marketing upsell page to another page describing TheStreet.com 1-year subscription offer, and from there back to E*TRADE to apply for a new account (which passes a source code, indicating their response to TheStreet.com offer)

- o Online application and Request-by-mail form must allow customers to input TheStreet.com source code, and Customer Service/Softbank must be prepared to handle telephone requests for TheStreet.com offer using the same source code
- o Marketing jump page (accessed from the E*TRADE home page or special offer banner ads) should provide a link to the E*TRADE online application, passing TheStreet.com source code

EXHIBIT C

Service Level Agreement

I. Performance/Scale

A. TheStreet.com product performance/scale

1. TheStreet.com will launch a production-quality, co-branded mirror site of the normal subscription site for E*TRADE users (visitors, Registered Members, and Account Holders) on or before market open on March 1st.
2. TheStreet.com will support ***** simultaneous E*TRADE users with the service levels outlined in this SLA, a number no more than ***** of TheStreet.com's total system capacity.

B. System performance metrics to be measured by E*TRADE

1. TheStreet.com servers will average less than 3 seconds response time for 90% of requests every calendar month. This measures server response time only, not network transmission time. Response time is measured according to the definition provided by Accrue's reporting software, that is the amount of time elapsed between the server's receipt of the request and the beginning of the transmission of that response.
2. TheStreet.com servers will average 99.9% up time every calendar month. This would be exclusive of regularly scheduled maintenance and causes outside the control of TheStreet.com (e.g., force majeure events). E*TRADE will be given 48 hours notice of any scheduled maintenance that affects the performance of TheStreet.com services with respect to E*TRADE users. Regularly scheduled maintenance will be scheduled to minimize interruption or disruption to services to E*TRADE users unless

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scheduled maintenance during market (NYSE - EST or EDST) hours.

3. TheStreet.com will post an online error message, pre-approved by E*TRADE in the event of a system outage within 2 minutes of TheStreet.com being aware of such outage.

C. TheStreet.com customer service telephone metrics

1. Using a three-week trailing average, 95% of all calls from E*TRADE Registered Members and Account Holders to TheStreet.com will be answered within 30 seconds.
2. Using a three week trailing average, there should be no greater than a 10% hourly abandonment rate for E*TRADE Registered Members and Account Holders.

II. Monitoring/Reporting

A. System performance monitoring (TheStreet.com)

TheStreet.com will provide monthly reporting which details the following details per period as it relates to E*TRADE users:

- o Average response time
- o Actual daily response time detail
- o Average server up time
- o Actual daily server up time detail
- o Number of total monthly page views
- o Number of total monthly unique users

This information will be e-mailed to the appropriate contact within E*TRADE (e-mail address TBD and will be provided to TheStreet.com) within 5 business days after the first working day of each month for the previous month's reports. Alternatively, TheStreet.com can post the above reports on a mutually-agreed upon secure web site for review by TheStreet.com and E*TRADE.

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B. Customer service telephone monitoring

1. E*TRADE representatives may monitor calls to TheStreet.com every two weeks, or more often if deemed necessary to enhance service quality and shall bear all costs and expenses related thereto.
2. E*TRADE may conduct unscheduled test calls.
3. TheStreet.com will provide the following reports monthly as it relates to E*TRADE Registered Members and Account Holders (following the same schedule as detailed in section A):
 - o Daily average response time
 - o Daily average rep talk time
 - o Daily call total
 - o Daily average abandonment rate

III. Escalation Procedures

1. In all cases of service outage greater than 2 minutes of which TheStreet.com is aware, TheStreet.com must notify E*TRADE via the following email addresses:

Name	Email
E*TRADE operators	Operators@etrade.com
E*TRADE customer service	Helpdesk@etrade.com
Brent Blackaby	*****

2. When TheStreet.com notifies E*TRADE of a service outage, TheStreet.com will provide, to the extent known by TheStreet.com at that time,:
 - o Explanation of the outage
 - o ETA for service restoral
3. TheStreet.com will continue to notify E*TRADE with updated status for the duration of the outage.
4. TheStreet.com will provide a post-incident summary. This summary will include:

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- o Cause of the problem
 - o Method used to correct the problem
 - o Measures TheStreet.com will take to prevent further occurrences
5. E*TRADE / TheStreet.com contact and escalation list
 - o E*TRADE and TheStreet.com will respond in a synchronous fashion (e.g., a phone conversation) to escalated issues within one hour of each escalation
 - o E*TRADE and TheStreet.com will each start with #1 contact and move up from there until synchronous communication can be established

E*TRADE business contacts

- 1) ***** Product marketing manager
 Email: *****
 Work phone: *****
 Home phone: *****
- 2) ***** Group product marketing manager
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone *****
- 3) ***** Director of product marketing
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****

E*Trade technical contacts

- 1) ***** Technical lead
 Email: *****
 Work phone: *****
 Home phone: *****

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- 2) ***** Manager -Product development
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****
- 3) ***** VP- Product development
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****

TheStreet.com business contacts

- 1) ***** Marketing Manager
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****
- 2) ***** Circulation Director
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****
- 3) ***** VP. GM Consumer Marketing
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****

TheStreet.com technical contacts

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***** Confidential treatment has been requested for redacted portions.

- 1) ***** Dir. of Content Management
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****
- 2) ***** Dir. of Commerce Technology
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****
- 3) ***** VP, Chief Technology Officer
 Email: *****
 Work phone: *****
 Cell phone: *****
 Home phone: *****

IV. Business Resumption

1. TheStreet.com must maintain the ability to switch processing from the primary server to a hot backup server within 10 minutes. Reasonable periodic testing of this procedure, no more frequently than twice annually, will be conducted as requested by E*TRADE on a designated weekend by both TheStreet.com and E*TRADE personnel.
2. Any modifications and/or network configuration changes (including systems maintenance) as well as upgrades and removal of devices that may adversely impact the levels of service to E*TRADE users need to be advised of before they occur by designated/qualified personnel.

V. Product Maintenance

1. TheStreet.com shall provide ongoing software maintenance of TheStreet.com services emanating from the Co-Branded mirror site for Account Holders, including but not limited to the following:

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- o Use all reasonable commercial efforts to fix catastrophic ("Level 1") bugs within 24 hours; Level 1 bugs are defined as bugs that prevent subscribers from using the product or accessing key data in the product.
- o Use all reasonable commercial efforts to fix non-catastrophic ("Level 2") bugs within 7 business days; Level 2 bugs are defined as bugs that prevent TheStreet.com services from running as described in the product documentation.
- o Evaluate and consider deployment or implementation of enhancements requested by E*TRADE; an enhancement is defined as an important change to the UI, underlying code, or server technology which, while not a bug fix, will significantly improve usability, connection speed, processing speed, branding, or data accuracy
- o Deploy non-high priority enhancements as mutually agreed upon on a case-by case basis; a non-high priority enhancement is one which improves the performance of the product but is prioritized lower than Level 1 & 2 bugs as well as high priority enhancements
- o TheStreet.com shall notify E*TRADE in writing of any material changes related to the Licensed Content provided on the Co-Branded mirror site for E*TRADE users, at least one week before going into production.

VI. Revenue Impact Recoupment

1. In the event that TheStreet.com fails to meet any of the performance objectives outlined in this SLA on more than ***** within any 30-day period, E*TRADE will notify TheStreet.com detailing and describing such *****, and E*TRADE shall be permitted to pay TheStreet.com an amount equal to only ***** of the monthly compensation specified in

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Section 4.1 of the Agreement during the month in which such breach of the SLA occurred.

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EXHIBIT D
LICENSED MARKS

Marks licensed by E*TRADE to TheStreet.com

Marks licensed by TheStreet.com
to E*TRADE

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CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR CERTAIN PORTIONS OF THIS DOCUMENT. CONFIDENTIAL PORTIONS HAVE BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

YAHOO! INC.

CONTENT LICENSE AGREEMENT

THIS CONTENT LICENSE AGREEMENT (the "Agreement") is made as of this 1st day of January, 1998 (the "Effective Date") between YAHOO!, INC., a California corporation, with offices at 3400 Central Expressway, Suite 201, Santa Clara, CA 95051, ("YAHOO") and TheStreet.com, L.L.C., ("Licensor"), a Delaware limited liability company, with offices at Two Rector Street, 14th Floor, New York, NY 10006.

In consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DEFINITIONS

Unless otherwise specified, capitalized terms used in this Agreement shall have the meanings attributed to them in Exhibit A hereto.

SECTION 2: GRANT OF LICENSES

2.1 Grant of Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Yahoo, under Licensor's Intellectual Property Rights:

- (a) A non-exclusive, worldwide license to use, modify, reproduce, distribute, display and transmit the Licensor Content in electronic form in connection with Yahoo Properties via the Internet, and to permit users of the Yahoo Properties to download and print the Licensor Content for personal use. Yahoo's license to modify the Licensor content shall be limited to modifying the Licensor Content to fit the format and look and feel of the Yahoo Property.
- (b) A non-exclusive, worldwide, fully paid license to use, reproduce and display the Licensor's Brand Features: (i) in connection with the presentation of the Licensor Content on the Content Pages in the Yahoo Properties; and (ii) in connection with the marketing and promotion of the Yahoo Properties.
- (c) Subject to the restrictions and obligations herein, Yahoo shall be entitled to sublicense the rights set forth in this Section 2.1 (1) to its Affiliates only for inclusion in Yahoo Properties, and (2) in connection with any mirror site, derivative site, or distribution arrangement concerning a Yahoo Property.

SECTION 3: DELIVERY OF LICENSOR CONTENT; ADVERTISING REVENUE

3.1 Yahoo's Responsibilities. In addition to any responsibilities that may be set forth in Exhibit C, Yahoo will be responsible for the design, layout, posting, and maintenance of the Content Pages. In no event is Yahoo under any obligation, express or implied, to post or otherwise include any of the Licensor Content in any Yahoo Property, including without limitation, in any Content Pages.

3.2 Licensor Assistance. In addition to any responsibilities that may be set forth in Exhibit C, Licensor will provide on-going assistance to Yahoo with regard to technical, administrative and service-oriented issues relating to the utilization, transmission and maintenance of the Licensor Content, as Yahoo

may reasonably request. Licensor will use its reasonable best efforts to ensure that the Licensor Content is accurate, comprehensive and updated regularly as set forth in Exhibit C.

3.3 Advertising Rights. *****

3.4 Notices. Yahoo will not alter or impair any acknowledgment of copyright or other Intellectual Property Rights of Licensor that may appear in the Licensor Content and the Licensor Brand Features, including all copyright, trademark and similar notices that Licensor may reasonably request.

3.5 Links. The parties will maintain the hypertext links specified in Exhibit D.

SECTION 4: DELIVERY OF LICENSOR CONTENT

During the term of this Agreement, Licensor shall deliver updates of the Licensor Content to Yahoo in accordance with the Delivery Specifications set forth in Exhibit C. Licensor also shall provide Yahoo with reasonable prior notice of any significant Enhancements that generally affect the appearance, updating, delivery or other elements of the Licensor Content, and shall make such Enhancements available to Yahoo upon commercially reasonable terms.

SECTION 5: INDEMNIFICATION

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Licensor, at its own expense, will indemnify, defend and hold harmless Yahoo, its Affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Yahoo or an Affiliate based on or arising from a claim that the Licensor Content as delivered to Yahoo or any Licensor Brand Feature infringes in any manner any Intellectual Property Right of any third party or contains any material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or has otherwise resulted in any tort, injury, damage or harm to any person; provided, however, that in any such case: (x) Yahoo provides Licensor with prompt notice of any such claim; (y) Yahoo permits Licensor to assume and control the defense of such action, with counsel chosen by Licensor (who shall be reasonably acceptable to Yahoo); and (z) Licensor does not enter into any settlement or compromise of any such claim without Yahoo's prior written consent, which consent shall not be unreasonably withheld. Licensor will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Yahoo or an Affiliate in connection with or arising from any such claim, suit, action or proceeding. It is understood and agreed that Yahoo does not intend and will not be required to edit or review for accuracy or appropriateness any Licensor Content.

SECTION 6: LIMITATION OF LIABILITY / WARRANTY

EXCEPT AS PROVIDED IN SECTION 5, UNDER NO CIRCUMSTANCES SHALL LICENSOR, YAHOO, OR ANY AFFILIATE BE LIABLE TO EACH OTHER OR ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

SECTION 7: TERM AND TERMINATION

7.1 Initial Term and Renewals. This Agreement will become effective as of the Effective Date and shall, unless sooner terminated as provided below or as otherwise agreed, remain effective for an initial term of twelve (12) months following the first date of public availability of the Licensor Content on a Content Page within a Yahoo Property (the "Initial Term"). After the Initial Term, this Agreement will be automatically renewed for successive additional one year

periods ("Extension Terms"). This Agreement may be terminated by either party at any time by giving notice to the other party of not less than sixty (60) days prior to the end of a Term. As used herein, the "Term" means the Initial Term and any Extension Term(s).

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7.2 Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately upon notice if the other party: (w) becomes insolvent; (x) files a petition in bankruptcy; (y) makes an assignment for the benefit of its creditors; or (z) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to such party.

7.3 Effect of Termination. Any termination pursuant to this Section 7 shall be without any liability or obligation of the terminating party, other than with respect to any breach of this Agreement prior to termination. The provisions of Sections 5, 6, 7, 8, 9, 10, and this Section 7.3 shall survive any termination or expiration of this Agreement.

SECTION 8: OWNERSHIP

8.1 By Licensor. Yahoo acknowledges and agrees that: (i) as between Licensor on the one hand, and Yahoo and its Affiliates on the other, Licensor owns all right, title and interest in the Licensor Content and the Licensor Brand Features; (ii) nothing in this Agreement shall confer in Yahoo or an Affiliate any right of ownership in the Licensor Content or the Licensor Brand Features; and (iii) neither Yahoo or its Affiliates shall now or in the future contest the validity of the Licensor Brand Features. No licenses are granted by either party except for those expressly set forth in this Agreement.

8.2 By Yahoo. Licensor acknowledges and agrees that: (i) as between Licensor on the one hand, and Yahoo and its Affiliates on the other, Yahoo or the Affiliates own all right, title and interest in any Yahoo Property and the Yahoo Brand Features; (ii) nothing in this Agreement shall confer in Licensor any license or right of ownership in the Yahoo Brand Features; and (iii) Licensor shall not now or in the future contest the validity of the Yahoo Brand Features. No licenses are hereby granted by Yahoo. Yahoo or its Affiliates shall own all derivative works created by Yahoo from the Licensor Content, including the Content Pages, pursuant to this Agreement, to the extent such is separable from the Licensor Content.

SECTION 9: PUBLIC ANNOUNCEMENTS

The parties will cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement. Neither party shall make any public announce-

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ment regarding the existence or content of this Agreement without the other party's prior written approval and consent.

SECTION 10: NOTICE, MISCELLANEOUS PROVISIONS

10.1 Notices. All notices, requests and other communications called for by this agreement shall be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail,

postage prepaid), if to Yahoo at 3400 Central Expressway, Suite 201, Santa Clara, CA 95051, Fax: (408) 731-3301 Attention: Vice President (e-mail: *****), with a copy to its General Counsel (e-mail: *****), and if to Licensor at the physical and electronic mail addresses set forth on the signature page of this Agreement, or to such other addresses as either party shall specify to the other. Notice by any other means shall be deemed made when actually received by the party to which notice is provided.

10.2

Miscellaneous Provisions. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that: (i) either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets or any other transaction in which more than fifty percent (50%) of such party's voting securities are transferred. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void. This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to conflicts of laws rules, and without regard to its location of execution or performance. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force. Neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture or agency relationship between the parties. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings, both written and oral, regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. This Agreement may be executed in any number of counterparts,

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***** Confidential treatment has been requested for redacted portions.

all of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

YAHOO! INC.

THESTREET.COM

By: /s/ Ellen Simonoff

By: /s/ Brendan Amyot

Title: VP

Title: COO

Address: 3400 Central Expressway

Santa Clara, CA 95051

Address: 2 Rector Street

New York, NY 10006

Telecopy: *****

Telecopy: _____

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***** Confidential treatment has been requested for redacted portions.

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EXHIBIT A

DEFINITIONS

"Advertising Rights" shall mean the advertising and promotional rights sold or licensed with respect to Content Pages.

"Affiliates" shall mean any company or any other entity world-wide, including, without limitation, corporations, partnerships, joint ventures, and Limited Liability Companies, in which Yahoo owns at least a twenty percent ownership, equity, or financial interest.

"Content Pages" shall mean those pages in the Yahoo Property that contain Licensor Content and that are co-branded with both Licensor Brand Features and Yahoo Brand Features.

"Enhancements" shall mean any updates, improvements or modifications made to, or derivative works created from, the Licensor Content by Licensor.

"Intellectual Property Rights" shall mean all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign.

"Internet" shall mean the collection of computer networks commonly known as the Internet, and shall include, without limitation, the World Wide Web.

"Licensor Brand Features" shall mean all trademarks, service marks, logos and other distinctive brand features of Licensor that are used in or relate to the Licensor Content, including, without limitation, the trademarks, service marks and logos described in Exhibit B hereto.

"Licensor Content" shall mean, collectively, all materials, data, and similar information collected, produced, and owned by Licensor, which is a collection of HTML files and certain related scripts, as further described in Exhibit B attached hereto, including, without limitation, all Enhancements.

"Yahoo Brand Features" shall mean all trademarks, service marks, logos and other distinctive brand features of Yahoo that are used in or relate to a Yahoo Property, including, without limitation, the trademarks, service marks and logos described in Exhibit B.

"Yahoo Properties" shall mean any Yahoo branded or co-branded media properties, including, without limitation, Internet guides, developed in whole or in part by Yahoo or its Affiliates and distributed or made available by Yahoo or its Affiliates over the Internet.

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EXHIBIT B
LICENSOR CONTENT

- (1) Wrong! -- a column by James Cramer written at least once per day on which the New York Stock Exchange is open
- (2) FundWatch -- a column on mutual funds written at least once per day on which the New York Stock Exchange is open

- (3) -- a second daily mutual funds column to be agreed upon by both parties
- (4) -- a daily column by Dave Kansas to be agreed upon by both parties

LICENSOR BRAND FEATURES

TheStreet.com
 TheStreet.com related logos

YAHOO BRAND FEATURES

Yahoo!
 Yahoo related logos

EXHIBIT C
 DELIVERY AND TECHNICAL SPECIFICATIONS

- A. Licensor's Responsibilities:
 - 1 Deliver FundWatch and Wrong! columns within ***** of when they appear on THESTREET.COM's site.
 - 2. Deliver the other columns specified in Exhibit B by ***** on a daily basis for days on which the New York Stock Exchange is open.
- B. Yahoo's Responsibilities:
 - 1. Archive no more than ***** worth of content on its site.
 - 2. Display Licensor Content on a co-branded page with the links specified in Exhibit D.
 - 3. Display Licensor copyright information on story pages.
- C. Format of Content Delivery: text format via email

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***** Confidential treatment has been requested for redacted portions.

EXHIBIT D
 LINKS

During the Term of this Agreement, the following links will be maintained:

LOCATION OF LINK - -----	LINK TO WHERE -----	SPECIFICS OF LINK -----
Story pages	http://www.thestreet.com	the part of the co-branded banner in which TheStreet.com's logo appears
bottom of story pages	http://register.thestreet.com/scripts/adpage/Request.dll?NewUserOffer&offer_code=TSFree Trial	text to be provided by Licensor and to be approved by Yahoo!

ADDENDUM 1
TO THE CONTENT LICENSE AGREEMENT EFFECTIVE JANUARY 1, 1998
BETWEEN YAHOO! INC. AND THESTREET.COM, L.L.C.

This Addendum No. 1 to the Content License Agreement (the "Agreement") with an effective date of January 1, 1998, by and between Yahoo! Inc. ("Yahoo") and TheStreet.com, L.L.C. ("Licensor") is made as of September 1, 1998, and modifies certain terms of the Agreement.

The parties agree as follows:

1. Exhibit B is amended to include the following additional content:

(5) Silicon Valley -- a daily (on days on which the New York Stock Exchange is open) column from the "Companies" section of Licensor's web site. On days on which the New York Stock Exchange is open and Licensor has no Silicon Valley column, Licensor will deliver a Top Stories column from the "Companies" section of its web site.

(6) Online Brokerage -- a weekly column on the online brokerage industry. On weeks during which Licensor has no Online Brokerage column, Licensor will deliver a Silicon Saturday column from the "Markets" section of its web site.

2. Exhibit C, Section A is amended to read as follows:

Licensor's Responsibilities:

1. Deliver Wrong! columns within ***** of when they appear on TheStreet.com's site.
 2. Deliver Silicon Valley and Online Brokerage columns (or their replacements as specified in Exhibit B) within ***** of when they appear on TheStreet.com's site.
 3. Deliver the other columns specified in Exhibit B at ***** they are posted on Licensor's site.
3. Except as otherwise set forth in this Addendum No. 1, the terms of the Agreement remain in full force and effect.

The parties have caused this Addendum No. 1 to be executed by their duly authorized representatives as of the date first written above.

YAHOO! INC.

LICENSOR

By: /s/ Ellen Simonoff

By: /s/ Brendan Amyot

Title: VP

Title: COO

***** Confidential treatment has been requested for redacted portions.

[LOGO]

Anchin, Block & Anchin LLP
Accountants and Consultants

1375 Broadway
New York, New York 10018
(212) 840-3456
FAX (212) 840-7066

March 2, 1999

Mr. Simon Clark
The Street.com, Inc.
2 Rector Street
New York, NY 10006

Dear Simon:

As per our conversation, Anchin, Block & Anchin LLP has resigned as the independent auditors of The Street.com, Inc. ("the company") subsequent to our audit of the 1997 financial statements.

During the course of our engagement as auditors of the company, there were no disagreements with management on significant matters such as application of generally accepted accounting principles, auditing standards, etc.

It is also our understanding that our financial statements will not be utilized in connection with the Company's proposed initial public offering.

We wish you and The Street.com continued success.

If we can be of any additional assistance, please contact me.

Sincerely,

/s/ Jeffrey I. Rosenthal

Jeffrey I. Rosenthal, Partner