

STATEMENT OF WORK NO. 174
IRA Analyzer and Roth Conversion Tool

Wall Street on Demand, Inc. ("WSOD"), and Charles Schwab & Co., Inc. ("Schwab"), hereby agree to supplement their Master Internet Site Agreement effective as of February 1, 2001, (the "Agreement") with the following Statement of Work (the "SOW"), effective as of December 15, 2008 (the "SOW Effective Date").

This SOW will incorporate by reference the Agreement upon execution hereof by both parties. In the event of any conflict between the terms and conditions of this SOW and the Agreement, this SOW will control only with respect to the products and services provided herein; otherwise the Agreement will control.

The Agreement and this SOW are the entire agreement between the parties concerning WSOD's provision of the products and services described in this SOW. Except for the Agreement, this SOW supersedes, and its terms govern, any prior agreements (including without limitation any nondisclosure agreements), proposals or other communications, oral or written, between the parties with respect to the products and services provided by WSOD under this SOW. This SOW may be modified by mutual written agreement of the parties from time to time to reflect the required performance of, and the corresponding responsibilities for, the services described herein as it continues to be proven in a production environment.

This SOW is composed of the following:

- Exhibit A: IRA Analyzer and Roth Conversion Tool**
- Exhibit B: Service Level and Support Obligations**
- Exhibit C: Term, Fees and Expenses**

In witness whereof, the parties to this Agreement execute it through their duly authorized representatives. The parties hereby acknowledge that they have read this SOW, including all exhibits and the Agreement, and understand and agree to be bound by its terms and conditions.

Charles Schwab & Co., Inc.:



(Signature)

PETRA CAMPOS

(Printed Name)

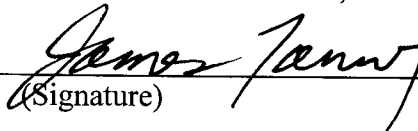
DIRECTOR

(Title)

9/15/09

(Date)

Wall Street on Demand, Inc.:



(Signature)

James Tanner

PRESIDENT & CEO

President

8/18/09

(Date)

EXHIBIT A TO STATEMENT OF WORK NO. 174
IRA Analyzer and Roth Conversion Tool

IRA ANALYZER AND ROTH CONVERSION TOOL SPECIFICATIONS

Specifications

- The IRA Analyzer and Roth Conversion Tool project includes the design, development and hosting of the following functionality:
 - The first step of the IRA Analyzer gives an overview of the IRA alternatives that are available to the user based on Tax Year, Filing Status, Eligibility for employer-sponsored retirement plan, Modified adjusted gross income and if the user will be age 50 during selected tax year. Step two compares the growth potential of the IRA alternatives based on Years until first withdrawal, expected average rate of return, and current and estimated retirement federal tax rates.
 - The Roth Conversion Tool provides estimated value of converting a portion or all of a user's Traditional IRA to a Roth IRA and compares it to the estimated value of leaving that portion or entire amount in a Traditional IRA. The Roth Conversion Tool also provides the user with the estimated taxes they would owe when converting assets to a Roth IRA and whether or not the conversion will increase their tax rate.

(collectively, the "Business Requirements"). In addition, the IRA Analyzer and Roth Conversion Tool will incorporate certain modifications and enhancements at no additional cost as mutually agreed by the parties.

- The monthly hosting fee will cover site hosting (bandwidth and hardware), technical infrastructure upgrades, and requested enhancements of feature development work each month from the various WSOD teams. Any single request that is evaluated to take longer than approximately 3 days will be sized and priced separately.
- Schwab may amend the Business Requirements and this exhibit from time to time by written request to WSOD. If such request does not require that WSOD incur any costs or expenses, then WSOD will respond within five (5) working days by either implementing the requested changes or by providing an estimated completion date for any changes that WSOD reasonably believes will require more than five (5) working days to implement. If such request does require that WSOD incur costs or expenses, then WSOD will provide Schwab with a written estimate of such costs and expenses in good faith within five (5) business days for Schwab's consideration. If Schwab accepts the written estimate, this Statement of Work shall be amended to include the additional scope and requirements.
- Schwab maintains the ability to make reasonable changes to the look and feel of the IRA Analyzer and Roth Conversion Tool. WSOD shall be required to respond to change requests within five (5) working days by either implementing the requested changes or by providing an estimated completion date for any changes that WSOD reasonably believes will require more than five (5) working days to implement. WSOD shall provide substantial justification

for refusal to make any changes requested by Schwab. Additional fees arising from these changes shall be agreed to by both parties prior to the rendering of any additional services by WSOD.

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

EXHIBIT B TO STATEMENT OF WORK NO. 174
IRA Analyzer and Roth Conversion Tool

SERVICE LEVEL AND SUPPORT OBLIGATIONS

Support and training:

1. WSOD will provide reasonable training to certain representatives of Schwab as requested by Schwab from time to time, including but not limited to its Technical Client Services group.
2. WSOD will provide documentation as deemed necessary by Schwab.
3. All calls relating to Schwab content or functionality received by WSOD will be referred to representatives of Schwab.
4. The IRA Analyzer and Roth Conversion Tool will be available 24 hours a day, 7 days a week, excluding scheduled maintenance as mutually agreed by the parties.
5. If the IRA Analyzer and Roth Conversion Tool become unavailable for any reason, WSOD will use its best efforts to remedy the problem immediately. WSOD will immediately notify the designated point-of-contact at Schwab of any outages that cannot be resolved within the time limits stated in the Master Internet Site Agreement.
6. WSOD will provide a 24x7x365 contact to communicate any failures or outages of the IRA Analyzer and Roth Conversion Tool with a fifteen (15) minute response time.

	Severity Definition	Examples	Target Notification Time	Status Updates
Level 1	Critical Impact Enterprise-wide outages (no work-around) Device or service outage affecting all sites (no work-around)	Enterprise-wide outages (no work-around); All communication lines are down; Device or service outage affecting all sites (no work-around)	Within 15 minutes	Every 30 minutes
Level 2	Major Impact Outages or functionality incidents affecting one site but some clients are still able to use the service satisfactorily	All the servers on one data center are completely down; or complete component outage (e.g. rankings fall on all servers)	Within 30 minutes	Every 1 hour
Level 3	Moderate Impact Outages or functionality incidents which do not prevent the clients from using the services	A partial component outage of some servers or a disruption of the redundancy model; A particular piece of functionality is impaired on limited set of servers (e.g. a quote retrieval system is falling for a specific symbol on a single server instance, or one WAN line is down)	Within 4 hours	Every 1 hour
Level 4	Minor Impact Incidents or issuers are not impacting on the satisfactory operation of the service	One server is down (seamless to the end users) or a minor data disruption such as a blank High Low for a symbol	Within 24 hours	

EXHIBIT C TO STATEMENT OF WORK NO. 174
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TERM, FEES AND EXPENSES

The Initial Term of this SOW will commence on September 17, 2009 ("Launch Date") and last for twelve (12) months, at which time it shall renew for additional thirty (30) day periods ("Automatic Renewal Periods") until terminated by Schwab on thirty (30) days' prior written notice to WSOD.

Schwab will pay WSOD an initial development fee of twelve thousand five hundred dollars (\$12,500) for the development of the IRA Analyzer and Roth Conversion Tool.

For hosting and maintaining the IRA Analyzer and Roth Conversion Tool, Schwab will pay WSOD: (1) two thousand two hundred and fifty dollars (\$2,250) per month beginning on or about September 2009 during the Initial Term, and (2) two thousand two hundred and fifty dollars (\$2,250) per month during any Automatic Renewal Periods, unless otherwise agreed to by the parties in writing.

Schwab is responsible for all license and other fees payable to the third-party information providers for the use of their information or content for the IRA Analyzer and Roth Conversion Tool.