

UIT Redesign

STATEMENT OF WORK US20 23
Specialized Product Group Custom Sites

Wall Street on Demand, Inc. ("WSOD"), and Schwab Specialized Product Group ("Client"), hereby agree to supplement their US Master Agreement effective as of February 1, 2001, (the "Agreement") with the following Statement of Work (the "SOW"), effective as of October 1, 2001. 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 is proven in a production environment.

The Custom Sites currently hosted by WSOD for the Client are the result of a verbal agreement made between both parties in 1998. The purpose of this SOW is to formalize this agreement and update the pricing structure of the agreement.

This SOW is composed of the following:

- Exhibit A: Custom Sites Specifications**
- 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.

Schwab Specialized Product Group:

Kim Laughton
(Signature)

Kim Laughton
Kim Laughton

Vice President
(Title)

9-29-01
(Date)

Wall Street on Demand, Inc.:

James Tanner
(Signature)

James Tanner
James Tanner

President
(Title)

10/1/01
(Date)

EXHIBIT A TO STATEMENT OF WORK US20
Specialized Product Group Custom Sites
CUSTOM SITES SPECIFICATIONS

- The Custom Sites will include the following Custom Content currently hosted by WSOD:

Defined Portfolio Page and its associated pages, including:

- Equity Enhanced
- Exchange Traded Funds
- Unit Investment Trusts
- Schwab 10 Trust

Principal Protected Investments Page and its associated pages, including:

- Equity Linked CDs Current Offering
- TIERS Current Offering
- Yield Enhanced Securities

Directed Shares Page

In addition, the Custom Sites will include promotional pages such as the Dogs of the Dow page. (collectively, "Business Requirements").

- Client 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 of a material nature, then WSOD will implement such request and modify the Custom Sites accordingly within five (5) business days. If such request does require that WSOD incur costs or expenses of a material nature, then WSOD will provide Client with a written estimate of such costs and expenses in good faith within five (5) business days for Client's consideration.
- The Custom Sites will have a response time of no more than eight (8) seconds per user request, from the time the request is made to the time WSOD delivers the data from its systems.
- The Custom Sites shall have the look and feel consistent with other Client on-line pages and will be designed by Client, or a designee of Client. WSOD will implement "look and feel" redesigns as they are done by Client.
- The Custom Sites shall not be modified by WSOD without prior approval from Client.
- Client maintains the ability to change the look and feel of the Custom Sites. WSOD shall be required to respond to change requests within 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 5 working days to implement. WSOD will provide cost estimates for changes if costs are incurred. WSOD shall provide substantial justification for refusal to make any changes requested by Client.

- The Custom Sites will only be accessible through Client and Administrative pages and by special limited access to data providers of SITE designated by Client. WSOD will not allow users to enter the sites by book marking the URL on WSODs server.
- The Custom Sites will include only navigation and links specified by Client.
- There will be no links to the WSOD home page in the Custom Sites.
- The dimensions of the WSOD logo, if any, which appear on the Custom Sites shall be according to the specifications as determined by Client.
- WSOD will retrieve or receive Custom Content from the content provider as specified by Client and make such Content available through the Custom Sites.
- To the extent requested by Client, WSOD will poll its designated server every five (5) minutes to retrieve RI Forms transmitted by Client and will update restrictions (add or remove blocks) within thirty (30) minutes of receiving a new RI Form from Client.

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

EXHIBIT B TO STATEMENT OF WORK US20
Specialized Product Group Custom Sites

SERVICE LEVEL AND SUPPORT OBLIGATIONS

Support and training:

1. WSOD will provide reasonable training to Client's Customer Service Group as requested by Client.
2. WSOD will provide documentation as deemed necessary by Client.
3. WSOD will refer all Client customer service calls relating to Client content or functionality to Client.
4. The Custom Sites will be available 24 hours a day, 7 days a week, excluding scheduled maintenance as mutually agreed by the parties.
5. If the Custom Sites becomes 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 Client of any outages that cannot be resolved within the time limits stated below in Section 6.
6. WSOD will pay to Client liquidated damages equal to one thousand dollars (\$1,000) for each occurrence of the following:
 - (a) The Custom Sites and/or Custom Sites Content is unavailable during trading hours (i.e., 6:15 a.m. to 1:15 p.m., Pacific Time) for any period in excess of thirty (30) minutes; or
 - (b) The Custom Sites and/or Custom Sites Content is unavailable during non-trading hours for any period in excess of two (2) hours.
 - (c) Client and WSOD agree that any failure of the Custom Sites may cause irreparable harm to Client, the extent of which would be difficult to ascertain. Accordingly, the parties agree that, in addition to the above remedies, Client shall have the right to seek immediate injunctive relief or any other remedies in the event of such a failure.

Notwithstanding the foregoing, the amount of such liquidated damages payable by WSOD in any month will not exceed eight thousand (\$8,000) in total. (Cannot exceed monthly hosting charge).

WSOD will provide a 24x7x365 contact to communicate any failures or outages of the Custom Sites with a fifteen (15) minute response time.

8. WSOD will keep the Custom Sites updated with most current Custom Content available to it.
9. In accordance with Section 6.3 of the Agreement, WSOD will block access to Custom Content designated as Restricted Information with respect to Client and/or its affiliates as specified by Client for symbols specified by Client upon receipt of an RI Form from Client, and will lift restricted access to symbols upon receipt of an RI Form from Client, indicating that restrictions should be lifted. WSOD will block access or lift restrictions to Restricted Information as specified by Client within thirty (30) minutes receipt of any RI Form from Client.
10. WSOD will supply usage data to Client regarding the Custom Sites, including, but not limited to those listed in the Business Requirements.

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

EXHIBIT C TO STATEMENT OF WORK US20
Specialized Product Group Custom Sites

TERM, FEES AND EXPENSES

The Initial Term of this SOW will commence on its effective date and last until twelve (12) months[since the site has already launched], at which time it shall renew for additional thirty (30) day periods ("Automatic Renewal Periods") until terminated by Client on thirty (30) days' prior written notice to WSOD.

Client will pay to WSOD for hosting and maintaining the Custom Sites: (i) Eight thousand dollars (\$8,000) per month beginning September 1, 2001, and (ii) Eight thousand dollars (\$8,000) per month during any Automatic Renewal Periods.

Client 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 Custom Sites.

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