

STATEMENT OF WORK NO. 189
Schwab – 3rd Party Content Management System

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, as amended (the "Agreement") with the following Statement of Work (the "SOW"), dated March 29, 2010 and effective as of October 1, 2008 (the "SOW Effective Date").

WSOD will perform the Services described in this SOW. Notwithstanding anything to the contrary, the parties agree herein that upon the SOW Effective Date (defined above), this SOW supersedes and terminates the following Statement of Work:

Statement of Work No. 92: Schwab mutual Fund Signature Select List

This SOW will incorporate by reference the Agreement upon execution hereof by both parties. In the event of any conflict between the Agreement and this SOW, the terms of the Agreement shall govern. Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement.

The Agreement and this SOW are the entire agreement between the parties concerning products and services described in this SOW. From time to time, this SOW may be modified by mutual written agreement of the parties.

This SOW is composed of the following:

- Exhibit A: Schwab-3rd Party Content Management System Specifications**
- Exhibit B: Service Level and Support Obligations**
- Exhibit C: Term, Fees and Expenses**

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

Charles Schwab & Co., Inc.:

Wall Street on Demand, Inc.:

(Signature)

(Signature)

(Printed Name)

James Tanner

(Title)

President

(Date)

(Date)

EXHIBIT A TO STATEMENT OF WORK NO. 189
Schwab – 3rd Party Content Management System

SCHWAB – 3RD PARTY CONTENT MANAGEMENT SYSTEM

Services:

1. In 2008 Schwab decided to retire the Schwab Mutual Fund Signature Select List (pursuant to SOW 92). In 2009, Schwab decided to replace that tool with a new tool, the Schwab 3rd Party Content Management System. WSOD will perform the following Services in connection with Schwab's 3rd Party Content Management System, which includes the design, build, and hosting of the Schwab-3rd Party Content Management System as listed below and as further specified by Schwab. WSOD shall perform the following:

- The Schwab-3rd Party Content Management System tool will allow 3rd party vendors to login using a username/password. Vendors can submit content online in three forms; documents, links, or speakers.
- The Schwab-3rd Party Content Management System will include a workflow that allows designated Schwab users to login to the tool with a username/password in order to review, approve, deny, or publish content submitted by vendors.
- The Schwab-3rd Party Content Management System will include document management libraries for reviewing approved and published content from within the tool.
- Published content will be hosted and displayed to end users of the Mutual Fund Center, Schwab.com, as well as Schwab's Prospect Site.
- The Schwab-3rd Party Content Management System will include published content available on hosted pages by WSOD (links to pdf files or URL's to pages as provided by users of the Schwab-3rd Party Content Management System). WSOD will make these hosted pages (hop-ups) available 24/7 (as defined in Exhibit B) to users who access them from the Mutual Fund Center or from Schwab.com.
- Usage of documents hosted via the Schwab-3rd Party Content Management System will be recorded and monthly reporting will be sent to Schwab once a month by WSOD.
- Ongoing hosting and maintenance of the web page and components listed above, including resolutions of any production issues.

(collectively, the "Business Requirements"). In addition, the Schwab-3rd Party Content Management System will incorporate certain modifications and enhancements at no additional cost as mutually agreed by the parties.

2. 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.

3. Schwab maintains the ability to make reasonable changes to the look and feel of the Schwab-3rd Party Content Management System. 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.
4. Any Custom Content received or retrieved by WSOD will not be altered by WSOD prior to making it available through the Schwab-3rd Party Content Management System unless Schwab specifies so.
5. The design and development will commence upon the SOW Effective Date and will be completed on or about October 2009 ("Launch Date") and hosting will commence.

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EXHIBIT B TO STATEMENT OF WORK NO. 189
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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 reasonable 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 Schwab – 3rd Party Content Management System will be available 24 hours a day, 7 days a week, excluding scheduled maintenance as mutually agreed by the parties, or emergency maintenance. Scheduled maintenance shall be defined as the period once each calendar month per data center not to exceed three (3) consecutive hours in length during which the Services shall be inaccessible. With the exception of emergency maintenance, or scheduled maintenance that has been mutually agreed upon, maintenance will occur on no more than once a month between 12:00am and 3:00am Eastern time. WSOD will use commercially reasonable efforts to ensure any actual downtime is minimized through the use of a redundant Data Center. If the scheduled maintenance falls on a holiday weekend the maintenance will be postponed to the following weekend. WSOD may require additional time; any additional time taken is not considered a Scheduled Outage provided it is completed by no later than 7:00 am Eastern time, or has been approved by Schwab two (2) days prior to said scheduled maintenance. Scheduled maintenance is excluded from Availability calculations.
5. If the Schwab – 3rd Party Content Management System becomes unavailable for any reason, WSOD will immediately act to remedy the problem and shall provide updates to Schwab's designated point-of-contact per the following time table:

Severity Level	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	

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EXHIBIT C TO STATEMENT OF WORK NO. 189
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TERM, FEES AND EXPENSES

I. Term.

The term of this SOW will commence on the SOW Effective Date and last for twelve (12) months after Launch Date (“Initial Term”), at which time it shall renew for additional thirty (30) day periods (each a “Renewal Term”) until terminated by Schwab at any time, on thirty (30) days prior written notice to WSOD. The Initial Term and Renewal Terms are referred to herein collectively as the “Term.” There are two phases to this SOW:

- A) **Phase 1.** The design and development phase of this SOW will commence on the SOW Effective Date and will be completed on or about October 2009 (“Launch Date”).
- B) **Phase 2.** Upon completion and acceptance of the design and build phase, the ongoing hosting and maintenance phase of this SOW will commence on the Launch Date (on or about October 2009) and shall continue for twelve (12) months thereafter, with automatic Renewal Terms, as described above.

II. Fees.

- A) **Development Fees:** Schwab has paid WSOD in full, a one-time fee of eighteen thousand dollars (\$18,000) for the development and implementation of the Schwab-3rd Party Content Management System.
- B) **Hosting Fees:** For hosting and maintaining the Schwab 3rd Party Content Management System, Schwab will pay WSOD three thousand dollars (\$3,000) per month (“Hosting Fees”) upon the Launch Date during the Term.
- C) 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 Schwab 3rd Party Content Management System.