

**STATEMENT OF WORK NO. 176**  
**Schwab Proprietary ETF Project (Phase 2)**

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 November 1, 2009 (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:

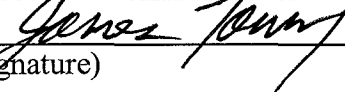
- Exhibit A: Schwab Proprietary Exchange Traded Funds ("ETF") Project (Phase 2)**
- Exhibit B: Service Level and Support Obligations**
- Exhibit C: Term, Fees and Expenses**

**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)  
Andrew Guletsky  
(Printed Name)  
SVP, Platform Services  
(Title)  
12/18/09  
(Date)

**Wall Street on Demand, Inc.:**

  
(Signature)  
James Tanner  
President  
12/30/09  
(Date)

**EXHIBIT A TO STATEMENT OF WORK NO. 176**  
**Schwab Proprietary ETF Project (Phase 2)**

Services:

- WSOD will perform the following Services in connection with Phase 2 of the Schwab Proprietary ETF project, including content updates, hosting, maintenance and support of the following functionality for the ETF page on the Schwab Retail site, as directed by Schwab:

- 1) Quantitative Data updated Daily: WSOD to provide daily updates to the Quantitative Data elements on the ETF webpage specified by Schwab, including but not limited to the following:

**Quantitative Data Elements**

- 1) Daily trading volume
- 2) Prior Business Day's reported closing price
- 3) Net Asset Value ("NAV")
- 4) Bid/Ask Price
- 5) Chart calculating the Premium and Discount Bid/Ask Price against the NAV
- 6) List view displaying Identities and Quantities of the Portfolio Securities and other assets held by the fund
- 7) Chart view to reflect frequency distribution of discounts and premiums of the daily Bid/Ask Price against the NAV for each of the 4 previous calendar quarters (in chart format)

Upon WSOD's timely receipt of the data files from each third party data provider (no later than 6:00 AM following the close of each business day), WSOD shall update the Quantitative Data elements and any additional data as indicated by Schwab, on Schwab's ETF webpage each business day prior to the opening of the New York Stock Exchange ("NYSE").

- 2) Data Updated Real Time: WSOD to provide real-time updates of the following data elements on the ETF webpage, as specified by Schwab:
  - Market Price (data source: SunGard)
  - Volume (data source: SunGard)

(collectively, the "Business Requirements"). In addition, the Schwab Proprietary ETF Project will incorporate certain modifications and enhancements at no additional cost as mutually agreed by the parties. The Services will commence upon the SOW Effective Date and will be continue for twelve (12) months ("Completion Date").

- 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 Schwab Proprietary ETF Project. 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, 11:35 PM America/New York

**EXHIBIT B TO STATEMENT OF WORK NO. 176**  
**Schwab Proprietary ETF Project (Phase 2)**

**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 support 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 Schwab Proprietary ETF Project 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, scheduled maintenance will occur on no more than once a month between 12:00am and 3:00am Eastern time. WSOD will use redundant Data Centers to help minimize any down time. 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 2 days prior to said scheduled maintenance. Scheduled maintenance is excluded from Availability calculations.
5. If the Schwab Proprietary ETF Project becomes unavailable for any reason, WSOD will use commercially reasonable efforts to remedy the problem within twenty (20) minutes and shall provide updates to Schwab's designated point-of-contact of its progress towards resolving the issue every hour thereafter until the issue is resolved. WSOD will 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.

**EXHIBIT C TO STATEMENT OF WORK NO. 176**  
**Schwab Proprietary ETF Project (Phase 2)**  
**TERM, FEES AND EXPENSES**

**I. Term.**

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

**II. Fees.**

- A. There are no fees to be paid hereunder for the Services set forth in this SOW.
- B. Notwithstanding the foregoing, 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 Proprietary ETF Project.