

**STATEMENT OF WORK NO. 49**  
**Schwab Research Disclosures I**

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 September 1, 2002 (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 Research Disclosures I 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.

**Charles Schwab & Co., Inc.:**

  
(Signature)  
Jerry Ball  
(Printed Name)  
Vice President  
(Title)  
10/22/02  
(Date)

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

  
(Signature)  
James Tanner  
President  
October 18, 2002

**EXHIBIT A TO STATEMENT OF WORK NO. 49**  
**Schwab Research Disclosures I**

**SCHWAB RESEARCH DISCLOSURES I SPECIFICATIONS**

- The Schwab Research Disclosures I project will include the design, development, and hosting of the following items:

- (a) Single ticker dynamic company disclosure page
- (b) Multiple ticker dynamic company disclosure page
- (c) Integration of dynamic company disclosures on Equity Snapshot PDF report
- (d) Integration and support of weekly disclosures XML file
- (e) Integration and support of incremental (mid-week) disclosures XML file

(collectively, the "Business Requirements"). In addition, the Schwab Research Disclosures I pages will initially incorporate certain modifications and enhancements at no additional cost as mutually agreed by the parties.

- 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.
- The Schwab Research Disclosures I pages shall have the look and feel consistent with other Schwab pages
- Schwab maintains the ability to make reasonable changes to the look and feel of the Research Disclosures I pages. 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.
- Any Custom Content received or retrieved by WSOD will not be altered by WSOD prior to making it available through the Schwab Research Disclosures I pages unless Schwab so specifies.

**EXHIBIT B TO STATEMENT OF WORK NO. 49**  
**Schwab Research Disclosures I**

**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 Schwab Research Disclosures I pages will be available 24 hours a day, 7 days a week, excluding scheduled maintenance as mutually agreed by the parties.
5. If the Schwab Research Disclosures I pages 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 Schwab Research Disclosures I pages with a fifteen (15) minute response time.
7. WSOD will keep the Schwab Research Disclosures I pages updated with most current Custom Content available to it.
8. WSOD will supply weekly usage data to Schwab regarding the Schwab Research Disclosures I pages, including, but not limited to those listed in the Business Requirements.

**EXHIBIT C TO STATEMENT OF WORK NO. 49**  
**Schwab Research Disclosures I**

**TERM, FEES AND EXPENSES**

The Initial Term of this SOW will commence on its effective date and last until six (6) months following the date that Schwab Research Disclosures I pages are first made generally available by Schwab ("Launch Date"), at which time it shall renew for additional six (6) month periods ("Automatic Renewal Periods") until terminated by Schwab on thirty (30) days' prior written notice to WSOD.

Schwab will pay WSOD a one-time development fee of: (1) twenty thousand dollars (\$20,000) for the development of the Schwab Research Disclosures I pages.

For hosting and maintaining the Schwab Research Disclosures I pages, Schwab will pay WSOD: (1) six thousand five hundred dollars (\$6,500) per month beginning September 2002 during the Initial Term, and (2) two thousand five hundred dollars (\$2,500) per month during the 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 Schwab Research Disclosures I pages.

michael@justbuildit.com - Jul 29, 2024, 1:12:56 PM America/New\_York