

Charles Schwab

THE SCHWAB BUILDING • 101 MONTGOMERY STREET • SAN FRANCISCO, CA 94104 • (415) 627-7000

May 15, 2000

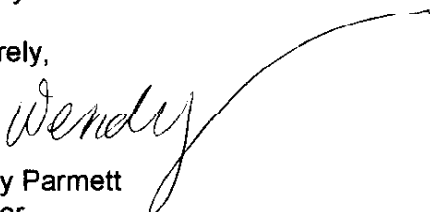
Mr. Jim Tanner
President
WallStreet on Demand
3005 Center Green Drive Suite 205
Boulder CO 80301

Dear Jim:

Enclosed is a signed copy of our Alerts Agreement for your files. We look forward to continuing our strong partnership with you and your team. It was a great first year and we look forward to a terrific year this year.

Thank you.

Sincerely,



Wendy Parmett
Director
Product Development & Marketing

WP/jc

CUSTOM ALERTS AGREEMENT

This Agreement, effective as of March 5, 1999 ("**Effective Date**"), is by and between Charles Schwab & Co., Inc., a California corporation with offices at 101 Montgomery Street, San Francisco, CA 94014 ("**Schwab**") and Wall Street on Demand, Inc., a New York corporation with offices at 3005 Green Center Drive, Suite 205, Boulder, Colorado 90301 ("**WSOD**").

RECITALS:

- A. Schwab provides various financial services to its customers.
- B. WSOD provides certain financial report fulfillment services and related services to Schwab and other financial services providers.
- C. Schwab desires to enable customers to link from its Web site, currently located at <http://www.schwab.com>, and from any other Web site developed, owned, hosted or otherwise controlled by Schwab or any Schwab affiliate as specified by Schwab (collectively, "**Schwab Site**"), to a custom Web site developed, hosted, and maintained by WSOD in accordance with the terms and conditions of this Agreement ("**Custom Site**") that will provide Schwab's customers with information regarding specified equity securities and related symbols both through e-mail messages and wireless messages in accordance with the terms and conditions of this Agreement ("**Custom Alerts**").

NOW, THEREFORE, Schwab and WSOD hereby agree as follows:

1. DEFINITIONS

- 1.1. "**Custom Alerts Content**" means the content and other information made available through, or in connection with, the Custom Alerts Delivery Systems, as further specified in Exhibit A, and as may be amended by Schwab from time-to-time.
- 1.2. "**Custom Alerts Delivery Systems**" means:
 - (a) the Custom Alerts Content;
 - (b) the delivery methods implemented, hosted, and maintained by WSOD under this Agreement for the purpose of providing Custom Alerts Content to Schwab's customers through the Custom Site and through Custom Alerts, as more fully described on Exhibit A; and
 - (c) any upgrades or other modifications to such delivery systems made pursuant to this Agreement.
- 1.3. "**Implementation**" means WSOD's implementation of the Custom Alerts Delivery Systems in accordance with this Agreement.

1.4 **"Initial Term"** means the period of time commencing on the Effective Date of this Agreement and ending two (2) years after the Effective Date.

1.5. **"Intellectual Property Rights"** means intellectual property and/or proprietary rights, including, without limitation, copyright (including rights in audiovisual works), moral rights, patent rights (including patent applications and disclosures), rights of priority, publicity rights, privacy rights, and trade secret rights recognized in any country or jurisdiction in the world.

1.6 **"Schwab Technology"** means any and all of Schwab's: (i) look and feel and content, including but not limited to third-party content, provided by Schwab for the Custom Alerts Delivery Systems; and (ii) trademarks and trade names.

1.7 **"Trigger Event"** for price, volume & earnings alerts means that WSOD has received a new price quote from its data provider.

1.8 **"Standard Content"** for price, volume and earnings alerts means the last Schwab approved message templates in HTML, Text and Pager format which have been put into production by WSOD.

As of 3/31/00, for HTML & Text formats Standard Content includes:

Triggering Event (e.g. Price Rises Above X)

Price when Alert was set: \$x

Last: \$x

Change: x

Day High: \$x

Day Low: \$x

52 Wk. High: \$x

52 Wk. Low: \$x

Volume: xx

P/E Ratio: xx

DJIA: xx

S&P500: xx

NASDAQ: xx

As of 3/31/00, for Pager format Standard Content includes:

Triggering Event (e.g. Price Rises Above X)

Price when Alert was set: \$x

2. IMPLEMENTATION, EXPENSES, AND PRODUCT DEVELOPMENT

2.1. Implementation.

(a) WSOD will use commercially reasonable efforts to complete the Implementation in accordance with the terms and conditions of this Agreement.

(b) WSOD agrees that, during the term of this Agreement within one (1) hour of notice from Schwab, WSOD will use commercially reasonable efforts to correct (including, but not limited to, remove from the Custom Alerts Delivery System if necessary) any Tainted Custom Alerts Content to Schwab's reasonable satisfaction, provided Schwab's notice to WSOD of Tainted Custom Alerts Content includes reasonably detailed information regarding the Tainted Custom Alerts Content. For purposes of this Section 2.1(b), "**Tainted Custom Alerts Content**" means any data, file communication, software or other information contained within any Custom Alerts Content with respect to which Schwab has received an allegation, or has reason to believe, that such content: (i) is incorrect or inaccurate; (ii) infringes an Intellectual Property Right; (iii) libels or defames or invades privacy of any person; or (iv) breaches or violates applicable law. Schwab shall have the right, but not the obligation, to object to Tainted Custom Alerts Content as provided hereunder. Schwab's failure to object to any Tainted Custom Alerts Content will have no effect on WSOD's obligations under Section 10 (Indemnification).

2.2. Expenses. WSOD will be solely responsible for all of its own costs and expenses in connection with the Implementation and its performance under this Agreement, except as specified in Section 2.3.

2.3. Product Development. Beginning on January 1, 2000, and for the remainder of the Initial Term, WSOD will provide Schwab with a dedicated team of six WSOD employees for the development of new email products on a full-time basis. The team will include at least 1 dedicated Project Manager, 1 dedicated quality assurance staff member and 1 dedicated programmer. The fees for this development staff will be included in the monthly message fees in accordance with Exhibit B. Upon demand, WSOD will notify Schwab in writing of the names of each WSOD employee working on Alerts product development at any given time. Furthermore, in setting up and maintaining the dedicated team for Schwab, WSOD will take adequate measures to ensure appropriate continuity and knowledge base of staff working on e-mail products, particularly in the area of project management. Schwab must be comfortable with the continuity before staff members are removed from the team. The new email products to be developed by the WSOD development team will be solely determined by Schwab. The dedicated development resources may be terminated at any time upon the agreement of both parties and the monthly fees reduced commensurately. Upon agreement of both parties, Schwab may at any time apply the portion of the monthly fees designated for development resources (\$35,000/month) toward any of the development services that it receives from WSOD under this Agreement or under any other agreement between the parties.

2.4. Quality Control. WSOD shall institute quality controls, including suitable testing procedures if any, to ensure the availability of the Custom Alerts Delivery Systems and to ensure that the Custom Alerts Delivery Systems perform in accordance with the applicable specifications and in a manner consistent with the highest applicable industry standards. Such procedures will include surveillance of data quality against deteriorations or degradations in data accuracy. Upon Schwab's reasonable request from time to time, Schwab will have the right to review and audit WSOD's quality controls in order to verify and/or improve the quality of the Custom Alerts Delivery System and the Custom Alerts Delivery System's performance.

3. OWNERSHIP, TRADEMARKS, AND INDEPENDENT DEVELOPMENT

3.1. Ownership.

(a) The Schwab Technology, the templates and formats used for the display of the Custom Alerts Content under this Agreement, and all Intellectual Property Rights therein are and will remain the sole and exclusive property of Schwab and its third-party suppliers.

(b) The Custom Alerts Content and all Intellectual Property Rights therein are and will remain the sole and exclusive property of WSOD and its third-party suppliers.

3.2. Trademarks. WSOD hereby grants to Schwab a non-exclusive, non-transferable, worldwide, royalty-free, fully paid license to use and display:

(a) WSOD's trademarks and/or service marks; and

(b) the trademarks and/or service marks of WSOD's parent company, Bridge Information Systems ("**Bridge**");

in connection with the activities contemplated by this Agreement during the term of this Agreement. WSOD warrants to Schwab that Bridge has granted to WSOD the right to grant such license to Schwab.

3.3. Independent Development. Nothing in this Agreement will limit Schwab's right to develop and offer products and services that have the same or similar functionality as the Custom Alerts Delivery Systems at any time, either with or without: (i) any third parties; or (ii) WSOD.

4. PAYMENT

4.1. Payments. During the term of this Agreement, Schwab will pay to WSOD fees as provided in Exhibit B. WSOD will bill Schwab monthly via written invoices. Amounts reflected in invoices issued pursuant to this Agreement will be due and payable within forty-five (45) days after the receipt of the invoice by Schwab.

4.2. Taxes. WSOD will pay all taxes due in connection with this Agreement, except for taxes arising from Schwab's net income.

5. PERFORMANCE AND SUPPORT

5.1. Performance Warranty. WSOD warrants to Schwab that: (a) it will use commercially reasonable efforts to ensure that the services under this Agreement, including but not limited to the Custom Alerts Delivery Systems, will perform at all times in all material respects and be delivered in accordance with Exhibit A; (b) in the event that a Service Interruption exists, or in the event that WSOD thinks a Service Interruption is likely to exist, WSOD shall immediately inform Schwab of such Service Interruption; and (c) all aspects of WSOD's computer systems that are used in providing the Custom Alerts Delivery Systems are Fault Tolerant. "**Service Interruption**" means any situation where the Custom Alerts Delivery Systems fail to perform in

accordance with the terms specified in Exhibits A & C. “**Fault Tolerant**” means that WSOD’s computer systems, comprised of software and hardware, operate at the level of redundancy and fault tolerance described in Exhibit C, to be negotiated by the parties in good faith as soon as reasonably possible following execution of this Agreement.

5.2. Outage. WSOD will refund part or all of the monthly fees related to the services affected by the Service Interruption to Schwab using the following schedule:

- (a) Refund 10% of monthly fees for up to two Service Interruptions during the calendar month;
- (b) Refund 25% of the monthly fees for up to four Service Interruptions during that calendar month;
- (c) Refund 50% of the monthly fees for up to six Service Interruptions during that calendar month; and
- (d) Refund 100% of the monthly fees for seven or more Service Interruptions during that calendar month;

Refunds and credits provided under this section 5.2 are not an exclusive remedy, and shall not preclude any other legal and equitable remedy that may be available to Schwab. However, any additional damages, payments or settlements recovered by Schwab from WSOD as a result of any Service Interruption will be reduced by the amount of any refund paid by WSOD to Schwab hereunder as a result of said Service Interruption.

5.3. Scheduled Service Interruption. For purposes herein “**Scheduled Service Interruption**” shall mean that period of time during which WSOD reserves the right to plan and execute interruptions in delivery of Custom Alerts for standard systems maintenance purposes, but in any case will do so only during hours other than NYSE Market Hours. Such scheduled interruptions will not exceed one (1) per month. In all cases, WSOD shall give Schwab three (3) calendar days and at least three (3) business days prior written notice of any Scheduled

Service Interruption.”. Such written notification shall state the date and time and length of the Scheduled Service Interruption. WSOD will owe no refund to Schwab as result of any Scheduled Service Interruption. “**NYSE Market Hours**” means those hours which are Monday through Friday, excluding national holidays, from 0930 to 1600 hours Eastern Standard Time.

5.4. Hosting and Support Services. WSOD will host and support the Custom Alerts Delivery Systems at its own expense in accordance with Exhibit A. Schwab will be responsible for providing all front-line customer service and technical support to customers regarding the Custom Alerts Delivery Systems. WSOD will refer any and all end user questions or requests for support to Schwab, and will provide the support described in Exhibit C to Schwab.

6. CONFIDENTIALITY AND RESTRICTED INFORMATION

6.1. Confidential Information.

(a) **"Confidential Information"** means all information that is not known by, or generally available to the public at large and that concerns the business and affairs of WSOD or Schwab, including existing systems and programs and those in development, accompanying documentation and related business plans. Neither WSOD nor Schwab shall have any obligation to specifically identify any information as to which the protection of this Section 6 extends by any notice or other action. WSOD's and Schwab's products pricing, costs, pricing strategy, marketing plans, programs, business strategies, and the terms and conditions of this Agreement shall be deemed Confidential Information.

(b) Schwab's Confidential Information will also include, without limitation: (i) individual user information gathered in connection with the Custom Alerts Delivery Systems; and (ii) all information relating to Schwab's customers (including, without limitation, the identity thereof), customer lists, and names.

(c) The parties acknowledge having entered into a Letter of Intent dated March 5, 1999 ("**Letter of Intent**"). Under the Letter of Intent, information learned or exchanged between the parties in the course of developing the Custom Alerts Delivery Systems and negotiating this Agreement was made subject to the Confidentiality and Non-Disclosure Agreement as of July 10, 1998, between WSOD and Schwab ("**NDA**"). The parties now agree that the terms and conditions of this Section 6 will apply to all such information, which will be deemed additional Confidential Information.

6.2. **Exclusions.** Confidential Information will not include information that: (i) is already known to the receiving party; (ii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (iii) was received by the receiving party on a non-confidential basis, prior to receipt from the disclosing party, from a third party lawfully possessing and lawfully entitled to disclose such information; or (iv) becomes part of the public domain through no act or omission of the receiving party.

6.3. **Use and Disclosure Restrictions.** During the term of this Agreement and thereafter, the receiving party will refrain from: (i) using any Confidential Information received from the disclosing party, except in accordance with the terms and conditions of this Agreement; and (ii) disclosing any Confidential Information received from the disclosing party to any third party, except to employees on a "need-to-know" basis (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees). During the term of this Agreement and thereafter, WSOD will not sell, or otherwise permit the use of, any Confidential Information of Schwab to or by any third party in any manner, except as may be authorized by Schwab in writing.

6.4. **Equitable Relief.** Each party agrees that any breach of this Section 6 or Section 7 would cause the disclosing party irreparable harm for which monetary damages would be inadequate. Accordingly, the disclosing party will be entitled to obtain injunctive or other equitable relief to remedy any threatened or actual breach of this section by the receiving party.

7. SOLICITATION AND PROMOTION

7.1. Solicitation of Customers. WSOD agrees not to target or solicit customers of Schwab on behalf of itself or any person or entity, including but not limited to on behalf of entities that provide brokerage or financial services in direct competition with Schwab. WSOD acknowledges that Schwab provides or makes available services identical or substantially similar to the Custom Alerts Delivery Systems through networks, communications channels, and other media.

7.2. Promotion of Competing Services. During the term of this Agreement, WSOD agrees not to directly promote in any text displayed through any Custom Alerts Delivery Systems the services of itself or any third party, except as may be expressly permitted in writing by Schwab.

7.3. Review of Promotional Material. Schwab will have the right to review and approve, in its sole discretion, in advance any and all of WSOD's promotional, sales, marketing, advertising, and similar materials referring to Schwab, any of the Custom Alerts Delivery Systems, or to any other trade name, trademark, service or product of Schwab, including, but not limited to, news releases, advertising scripts, direct mail correspondence, and display advertising. WSOD will *not disclose, publish, or otherwise distribute any such materials without Schwab's prior written approval, which Schwab may withhold in its sole discretion.*

7.4. Advertising. Schwab will have the right to use portions of the Custom Alerts Content in its advertisements and other promotional materials at any time. Such portions may include references to WSOD or to any other trade name, trademark, service or product of WSOD, provided that Schwab reproduces such references as they originally appeared in the Custom Alerts Content.

8. TERM AND TERMINATION

8.1. Term. This Agreement commences on the Effective Date and will continue for the Initial Term, unless earlier terminated in accordance with this Section 8. Schwab will have the ability to automatically renew the agreement for additional one (1) year periods unless WSOD notifies Schwab in writing 180 days prior to the end of the current term that the service will be discontinued at the end of the term.. All terms and conditions of this Agreement shall remain the same during any extensions of the initial term.

8.2. Termination for Cause. Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party; or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation, or composition for the benefit of creditors.

8.3. Termination for Convenience. Schwab may terminate this Agreement, without penalty or liability for breach, for its convenience upon thirty (30) days' prior written notice to WSOD.

8.4. Effect of Termination.

(a) Return of Schwab Materials. Within thirty (30) days of expiration or termination of this Agreement for any reason, WSOD will promptly return to Schwab, and will not take or use for any purpose, all items of any nature that belong to Schwab, all items containing any Confidential Information of Schwab (in any form, format, or medium), and all records (in any form, format, or medium) referring or relating to Confidential Information of Schwab.

(b) Disabling the Custom Alerts Delivery Systems. Upon the expiration or termination of this Agreement for any reason, WSOD will disable the Custom Alerts Delivery Systems and take all appropriate measures to prevent any end user from accessing the Custom Site, provided that WSOD will implement and maintain a discontinuation notice (prepared by Schwab and including a link to the Schwab Site) at the URL used by the Custom Site for sixty (60) days following such expiration or termination.

(c) Survival. The following Sections will survive any expiration or termination of this Agreement: 3, 4.2, 6, 7.1, 8.4, 9, 10, 11, and 12.

9. REPRESENTATIONS AND WARRANTIES

WSOD represents and warrants:

(a) WSOD has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to grant the rights herein granted;

(b) the Custom Alerts Delivery Systems do not and will not infringe or violate the Intellectual Property Rights of any third party;

(c) WSOD is solvent and has the financial and technical expertise to carry out its obligations under this Agreement;

(d) the Custom Alerts Content does not and will not: (i) contain any false, defamatory, or offensive material; or (ii) violate any applicable law or regulation;

(e) on the date that it executes this Agreement, WSOD is not located in a foreign country, acting on behalf of or in concert with any foreign person or foreign government or attempting in any way to evade U.S. export controls on encryption;

(f) WSOD will use commercially reasonable efforts to ensure that the Custom Alerts Content will be accurate in all material respects and : (i) will not contain viruses, Trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines; (ii) all Custom Alerts Content will be transmitted to the intended recipient without damage, corruption or other changes;

(g) without limiting any other warranty or obligation specified in this Agreement, or in any other agreement, all products and services furnished under this Agreement are and at all times will be Year 2000 Compliant. "**Year 2000 Compliant**" means that such products and services will operate and: (i) will correctly store, represent, and process (including sort) all dates (including single and multi-century formulas and leap year calculations), such that errors will not occur when the date being used is in the Year 2000, or in a year preceding or following the

Year 2000; and (ii) will not cause or result in an abnormal termination or ending. WSOD further warrants that in providing products and services to Schwab, all of WSOD's information processing services are and at all times will be Year 2000 Compliant.

10. INDEMNIFICATION

10.1 Indemnification Rights. Each party (the "*Indemnifying Party*") will indemnify and hold harmless the other, its affiliates, successors and assigns and the directors, officers and employees and agents of any of them (each an "*Indemnified Party*"), from and against all claims, losses, damages, expenses and costs (including but not limited to, reasonable fees of attorneys and expert witnesses) paid in settlement or awarded against the other resulting from or arising out of any claim based on facts that would constitute a breach of (i) the warranties, agreements, representations or obligations contained in this Agreement; or (ii) the gross negligence or willful misconduct of the Indemnifying Party or its directors, officers or employees, except to the extent arising out of or based on any grossly negligent act or omission of an Indemnified Party with respect to the subject matter of this Agreement.

In addition, WSOD agrees to indemnify and hold harmless Schwab against any damages deficiencies or losses resulting from any actions, judgments, costs and expenses arising out of any claim, proceeding or judgment in which it is alleged or determined that Schwab's use of the Custom Alerts Delivery System in accordance with this Agreement infringes or violates the copyright, trade secret, trademark, or other proprietary right of any third party.

10.2 Indemnification Procedure. In the event that Schwab is obligated to indemnify WSOD under this Agreement, WSOD will as soon as is reasonably practicable provide Schwab with prompt written notice of any claim for which indemnification is required, tender the defense of any such claim to the Schwab, provide full cooperation for such defense at Schwab's expense, and not settle without the WSOD's prior written approval, not to be unreasonably withheld. WSOD may participate in any such defense or settlement with counsel of its own choosing at its expense. In the event that WSOD is obligated to indemnify Schwab under this Agreement, Schwab will as soon as is reasonably practicable provide WSOD with prompt written notice of any claim for which indemnification is required. Schwab will, however, be responsible for and have sole control over the defense of any such claim. WSOD will provide full cooperation for such defense at WSOD's expense. WSOD may participate in any such defense or settlement with counsel of its own choosing at its expense.

10.3 Third Party Content. Schwab acknowledges that Custom Alerts are obtained by WSOD from various sources which WSOD believes to be reliable, that transmission of the Custom Alerts is accomplished by communications facilities, some of which WSOD has no control over, and that WSOD assumes no responsibility for such content or for outages or for interruptions of service that may be caused by sources or facilities over which it has no control and could not reasonably anticipate or prevent. WSOD does not guarantee and makes no warranties or representations with respect to the sequence, accuracy or completeness of any information furnished hereunder by third parties. Except for those guarantees, representations and warranties expressly set forth in this Agreement, WSOD expressly disclaims and excludes all other guarantees, representations and warranties, including but not limited to any warranty of fitness for a particular purpose or merchantability. WSOD shall not be liable to Schwab or to any

other person, firm or corporation whatsoever for any damages arising from or occasioned by, any delays, inaccuracies, errors or omissions in any information, or in the transmissions thereof caused by (i) non-affiliated sources or (ii) facilities over which it has no control and could not reasonably anticipate or prevent.

11. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITIES ARISING UNDER THE INDEMNIFICATION, CONFIDENTIALITY, NON-SOLICITATION, OWNERSHIP OR TRADEMARK PROVISIONS OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST DATA OR ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (WHETHER OR NOT FORESEEABLE) IN CONNECTION WITH THIS AGREEMENT, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.

IN THE CASE OF ANY LIABILITY ARISING UNDER THIS AGREEMENT, INCLUDING LIABILITIES ARISING UNDER THE INDEMNIFICATION, CONFIDENTIALITY, NON-SOLICITATION, OWNERSHIP OR TRADEMARK PROVISIONS OF THIS AGREEMENT NEITHER PARTY'S LIABILITY WILL EXCEED TEN MILLION DOLLARS (\$10,000,000).

12. GENERAL

12.1. Governing Law. This Agreement will be governed by the laws of the State of California, without regard to choice of law.

12.2. Waiver, Modification. To be enforceable, any waiver of this Agreement or any provision thereof must be in writing and signed by the waiving party. Any amendment or other modification of this Agreement will be effective only if in writing and signed by both parties.

12.3. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

12.4. Notices. All notices required or permitted under this Agreement will be in writing and will be deemed given: (i) when sent by confirmed facsimile; (ii) five (5) working days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iii) one (1) working day after deposit with a commercial overnight carrier; or (iv) upon personal delivery. All such notices will be addressed as follows, unless a party gives notice in accordance with this section of a change in address:

TO SCHWAB:
Mr. Michael Raneri
Vice President

Charles Schwab & Co., Inc.
101 Montgomery Street
San Francisco, CA 94014

With a copy to:

Office of Corporate Counsel
Attn: Counsel for Electronic Brokerage Enterprise
Charles Schwab & Co., Inc.
101 Montgomery Street
San Francisco, California 94104

TO WSOD:

Mr. Jim Tanner
President
WallStreet on Demand
3005 Green Center Drive Suite 205
Boulder, CO 90301

12.5. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the express written consent of the other party; provided, however, that 1) no such consent will be required in connection with Schwab's assignment or delegation to a Schwab affiliate and 2) no such consent will be required in connection with WSOD's assignment or delegation to a WSOD affiliate. Any attempted assignment in violation of this section will be void. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and permitted assigns.

12.6. No Agency. It is the express intent of the parties that WSOD is an independent contractor and not an employee, agent, joint venturer or partner of Schwab. Nothing in this Agreement shall be interpreted or construed as creating the relationship of employer and employee between Schwab and WSOD and/or WSOD's employees or agents. The parties acknowledge that neither WSOD nor WSOD's employees or agents are Schwab employees for state or federal tax purposes or any other purpose. WSOD shall retain the right to perform services for others during the term of this Agreement, and Schwab reserves the right to obtain services of a similar or identical nature from any other person or entity. WSOD acknowledges that because of the independent contractor relationship established by this Agreement, neither WSOD nor its employees or agents shall be eligible to enroll for and/or receive benefits under any Schwab employee benefit plan maintained by Schwab including without limitation any employee pension benefit plan within the meaning of Section 3(2) of the Employee Retirement Security Act of 1974, as amended ("*ERISA*"), any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, or any stock option or stock purchase plan, and that the foregoing shall apply to WSOD (and WSOD's employees and agents) even if WSOD (or any of WSOD's employees or agents) is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement. As WSOD

is not Schwab's employee, WSOD is responsible for paying all required state and federal taxes or other amounts due as a result of the payment of compensation by Schwab under this Agreement. In particular, Schwab will not withhold FICA from WSOD's payments; Schwab will not make state or federal unemployment insurance contributions on behalf of WSOD or its employees or agents; Schwab will not withhold state or federal income tax from the payments to WSOD or its employees or agents; Schwab will not make disability insurance contributions on behalf of WSOD or its employees or agents; Schwab will not obtain workers' compensation insurance on behalf of WSOD or its employees or agents. However, Schwab may, at its sole discretion, report its payments to WSOD to appropriate state and federal government agencies.

12.7. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, including but not limited to the Letter of Intent.

12.8. Insurance. WSOD shall, at its own expense, maintain throughout the term of this Agreement insurance policies reasonably acceptable to Schwab naming Schwab as an additional insured; and such policies shall not be for less than ten million dollars (\$10,000,000). WSOD shall provide to Schwab a certificate evidencing this coverage.

12.9. Audit Rights. WSOD shall, from time to time during the term of this Agreement, allow Schwab to engage the services of a third party to perform audits of WSOD's electronic data processing environment, as such relates to the services WSOD provides herein. Any of Schwab's governmental regulators shall have the same right. The timing and frequency of such audits shall be mutually agreed upon by WSOD and Schwab. Schwab's reasonable requests, including for audits of at least twice a year, shall not be refused and must be scheduled within fourteen (14) days from receipt of the written request. Audits shall be conducted during normal business hours.

12.10. Force Majeure. If either party cannot perform any of its obligations because of any act of God, accident, strike, court order, fire, riot, war, or any other cause not within the party's control ("**Force Majeure**"), then the non-performing party shall: (i) immediately notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure event. In the event, a Force Majeure event continues for a period of seven (7) days, Schwab may terminate this Agreement by providing written notice to WSOD to that effect. Such a termination shall be considered for cause. In no event shall Force Majeure include breach of any Year 2000 obligation or warranty in this Agreement, or of failures of hardware or software on the premises of WSOD.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the Effective Date:

CHARLES SCHWAB & CO., INC.

Michael Raveri
Signature

Michael Raveri
Printed Name

Vice President 5/8/00
Title

WALL STREET ON DEMAND, INC.

James Tanner
Signature

James Tanner
Printed Name

President
Title

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

EXHIBIT A

PRODUCT SPECIFICATION

- The look and feel of the Custom Site will be consistent with other Schwab online pages and developed by Schwab. WSOD will implement “look and feel” redesigns as they are done by Schwab.
- Each WSOD hosted page will either be within a Schwab frameset or incorporate links back to the Schwab site and to no other site.
- The Custom Site will be accessible only through the Schwab Site. WSOD will not allow users to enter the site by bookmarking the URL on WSOD’s server. Any attempt to do so must display an error message and take the user back to the Schwab Site.
- All advertisements and promotional material must be removed from the Custom Site and Custom Alerts Content provided to Schwab or Schwab’s customers.
- The Custom Site will include the normal navigation bar or links specified by Schwab.
- There will be no links to the WSOD home page in the Custom Site.
- The dimensions of the Bridge logo which appear on the Custom Site shall be according to the specifications as determined by Schwab.
- Customers will be presented with subscription pages for signing up for Price, Volume, and Earnings alerts on the Custom Site. The subscription information is accessed by the “E-mail Alerts/Alerts” tag on the Schwab web site. The Customers’ subscription profile will be stored in WSOD’s database. Customers will have the ability to go and modify the alert preferences once they have entered them. Customers will have the ability to modify their subscription for each individual product. Subscription changes will take effect immediately. Subscription information will be readily available (within 24 hours) to Schwab and accessible in a format prescribed by Schwab.
- E-mail messages are sent on an individual basis and customized according to individual subscriber preferences. Each e-mail message is customized for each subscriber based on individual selections, including symbols and price, volume, and earnings alert triggers. Subscribers specify the preferences using the Custom Site.
- The format of the e-mails will be consistent with other Schwab e-mail messages and developed by Schwab. WSOD will implement “look and feel” redesigns, including HTML, text and pager versions, as they are done by Schwab; Schwab shall provide the unique headers and footers for these messages.
- Subscribers shall navigate from URLs/links included in e-mail messages through Schwab’s WEB Domestic Customer Center Trading Site screens to the subscription pages at the Custom Site. The URL/links shall be secure and require the subscriber to type their account number/password (customers must log on and be authenticated) at the Schwab Site before editing the profile and navigating to the appropriate screen.

- WSOD will implement reports describing the customer usage of the system in terms of the number of e-mails built, sent and bounced per message type, per design specifications from Schwab.
- WSOD will be responsible for licensing the content provided by Bridge.
- At Schwab's option, WSOD will include in the Custom Alerts Delivery Systems any and all: (i) third party information and content that Schwab licenses from third parties; and (ii) other third party information and content generally offered by WSOD to its customers.
- WSOD will provide the following Alert Products: **General Investor Price/ Volume/ Earnings Alerts** (based on a 20minute delayed quote feed) – Customer will be alerted when security hits his/her specified price and volume thresholds. *Available via pager or e-mail or both.* Seven different types are available representing over 32 trigger criteria:
 - *Price Rises Above X*
 - *Price Drops Below X*
 - *Price Makes a new 52 week high/low/high or low*
 - *Price Changes 2.5%/ 5%/ 10% /20% since prior day's close*
 - *Price Changes 2.5%/ 5%/ 10% /20% over the preceding week/2 weeks*
 - *Price Crosses 15/ 30/ 60 day moving average*
 - *Price Changes 2.5%/ 5%/ 10% /20% faster than DJIA/NASDAQ/S&P 500*
 - *Trading volume daily average by 50%/100%/150%/200%*
 - *Earnings Announcement is released*
- WSOD will provide the following Alert Products: **Signature Services "RealTime" Price/Volume Alerts** (based on real-time quote feed) – Customer will be alerted when security hits his/her specified price and volume thresholds. *Available via pager or e-mail or both.* Seven different types are available representing over 32 trigger criteria:
 - *Price Rises Above X*
 - *Price Drops Below X*
 - *Price Makes a new 52 week high/low/high or low*
 - *Price Changes 2.5%/ 5%/ 10% /20% since prior day's close*
 - *Price Changes 2.5%/ 5%/ 10% /20% over the preceding week/2 weeks*
 - *Price Crosses 15/ 30/ 60 day moving average*
 - *Price Changes 2.5%/ 5%/ 10% /20% faster than DJIA/NASDAQ/S&P 500*
 - *Trading volume daily average by 50%/100%/150%/200%*
- Any new products launched by WSOD and Schwab during the period of this contract will be documented by means of an addendum and will be covered by the terms and conditions in this agreement.
- Schwab has the right at any time to change any quote feed or information providers for cause or convenience. WSOD will implement required contractual and system changes to support such a change within a commercially reasonable timeframe.

EXHIBIT B

PAYMENT

Schwab was obligated under the Letter of Intent to pay WSOD a one hundred thousand dollar (\$100,000.00) nonrefundable fee to offset the costs of development of the Custom Alerts Delivery Systems, 50% of which was to be refundable if the system was not launched as a Customer pilot. The parties acknowledge that Schwab paid such fee to WSOD in March, 1999.

The monthly fee payable by Schwab for all of WSOD's services and products under this Agreement, including but not limited to all data costs, development, implementation, hosting, maintenance, support, and training in connection with the Custom Site and the Custom Alerts Delivery Systems from product launch through December 31, 1999, will be \$10,000 per month.

Beginning January 1, 2000, the monthly fee payable by Schwab for all of WSOD's services and products under this Agreement, including but not limited to all development, implementation, hosting, maintenance, support, and training in connection with the Custom Site and the Custom Alerts Delivery Systems, will be based on the "*Monthly Alerts Volume*" for such month, calculated as follows:

Total number of Price and Volume Alerts sent by WSOD to Schwab customers + the total number of Earnings Alerts sent to General Investor customers under this Agreement during such month.

Fees for all other messages sent to signature services customers are paid under separate contracts and by separate groups in Schwab. The number of Price and Volume messages sent to signature services customers will not be included in any other monthly fee calculations for other Schwab – WSOD contracts.

The monthly fee will be payable as follows:

<u>Monthly Alerts Volume</u>	<u>Monthly Fee</u>
1-3,000,000	\$40,000
3,000,001-4,000,000	\$45,000
4,000,001-5,500,000	\$50,000
5,500,001-6,000,000	\$60,000
6,000,001 or greater	\$60,000 + \$.01/message for each message after the 6millionth message

When the Average Daily Alerts Volume for a month exceeds one million (1,000,000), fees for such excess messages will be negotiated by the parties in good faith.

These will be no charge to Schwab for incremental hardware costs incurred as a result of user increase of the number of Custom Alerts. Development costs for additional enhancements to the Custom Alerts Delivery Systems are included in the monthly fees outlined above..

Schwab may, for any specified period, elect to fund additional resources for product development at rates specified at the time of the new agreement, provided both parties agree. All such agreements must document the specific project, time period, monthly rate and names of dedicated resource(s) names in writing and be signed by both parties.

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

EXHIBIT C
SUPPORT SERVICES
AND OPERATIONAL REQUIREMENTS

Performance & Capacity

- For Signature Services RealTime Price & Volume Alerts: WSOD will use commercially reasonable efforts to assure that 95% of all Price and Volume alerts (with all standard content) will be sent within 5 minutes of trigger market event occurring and the remaining 5% will be sent within 10 minutes, unless the following exception(s) occur:
 - the daily volume exceeds the highest average daily volume in a calendar month for the prior 12 calendar months by more than 25%.

or

- the total message volume during the peak 2 hours of market trading exceeds the highest average daily volume during the peak 2 hours of market trading in a calendar month for the prior 12 calendar months by more than 25%.

If one of these exceptions occur, then 80% of all Price & Volume alerts (with all standard content) will be sent within 20minutes of the trigger market event and the remaining 20% will be sent within 30 minutes of the trigger market event occurrence.

- For GI Price, Volume & Earnings Alerts, WSOD will use commercially reasonable efforts to assure that 95% of all alerts (with all standard content) will be sent within 30 minutes of the trigger market event.
- Availability/Responsiveness:
 - WSOD web pages must be available continuously 24 hours per day and 7 days per week, excluding approved service interruptions.
 - Short planned outages are allowed with 3 business days' notice as long as file transfers are not affected
 - The Custom Site will have a response time of no more than twenty (20) seconds per user request
- Capacity:
 - Available Daily Alerts Capacity by WSOD must scale to 250,000 each market day in July, 1999, and 1,000,000 after April, 2000.
 - WSOD should have the capacity to process subscriptions through web page of 500,000 subscribers in July, 1999, and 1,000,000 subscribers by October, 2000.
- WSOD will provide regular monthly reports/logs of average daily total volumes and average daily peak period message volumes and any capacity expansion plans to Schwab

within 5 days of month-end. WSOD will be responsible for monitoring volumes and scaling hardware, software and website and email infrastructure in a manner that will support the anticipated peak load.

- Schwab will provide monthly volume forecasts to WSOD as one input into capacity planning. These forecasts will include any impact of planned marketing events.
- Logging and Exception handling: WSOD will receive and manage e-mails that were not successfully delivered, recording the delivery failure, what e-mail address is associated with the failure, and making this information available to Schwab.
- Security: WSOD will implement data reception facilities such that the data exchanges between Schwab and WSOD ensure the data integrity and security.
- Product Support: WSOD will implement a web-based interface through which Schwab customer service representatives may access and alter customer portfolios. Any changes made by the Schwab customer service representatives will be recorded along with the reps name, and the date and time the change was made.
- System Recovery:
 - WSOD will have system back-up and recovery processes as agreed to in the signed service level agreement, specifically including but not limited to:
 - PC Quotes network connection. Quotes database server.
 - Network hubs
 - Internet feed router for both Internet connections
 - Muller quote feed
- WSOD will perform production system verification checks as part of every production process:
 - Updates the PCQuote login records to show all currently used logins.
 - Extended NetIQ messages for Autosmtp have been added to monitor this situation.
 - Alerts will no longer be failed when bad quote data is retrieved.
 - compare the difference between the trailer record and the total number of records.
- WSOD will escalate any hardware, software, application and third party data feed problems/issues to Schwab's first and second level support contacts (per SLA) immediately and in no cases longer than 15 minutes after issue is identified. Regardless of whether WSOD or Schwab first identifies the problem, WSOD will take immediate action to rectify the problem per Schwab direction and turnaround time requirements.
- Application bugs will be addressed and fixed immediately, with no impact to ongoing development efforts or timelines, and in no cases will resolution take longer than 24hours unless Schwab agrees.
- New email products to be developed by the WSOD development team will be determined solely by Schwab.

- WSOD will comply with the service level agreement (“SLA”) between WSOD and Schwab to be signed separately on or before 4/30/00. The SLA will be adjustable at any time upon agreements of both parties.
- WSOD will make commercially reasonable efforts to ensure adequate system and data redundancy exists to consistently meet required service levels.

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