

STATEMENT OF WORK NO. 85
SIM Offering Calendar Alert & Administration Tool

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 June 1, 2004 (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.

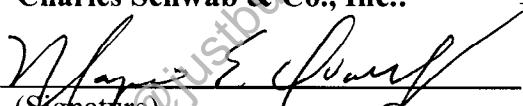
The Agreement and this SOW are the entire agreement between the parties concerning WSOD's provision of the products and services described in this SOW. Except for the Agreement, this SOW supersedes, and its terms govern, any prior agreements (including without limitation any nondisclosure agreements), 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:

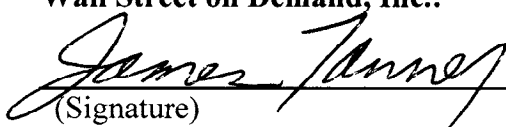
- Exhibit A: SIM Offering Calendar Alert & Administration Tool**
- Exhibit B: Service Level and Support Obligations**
- Exhibit C: Term, Fees and Expenses**

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)
MARJORIE E. QUALEY
(Printed Name)
VICE PRESIDENT
(Title)
9/17/2004
(Date)

Wall Street on Demand, Inc.:


(Signature)
James Tanner

President

9/24/04

EXHIBIT A TO STATEMENT OF WORK NO. 85
SIM Offering Calendar Alert & Administration Tool

SIM OFFERING CALENDAR ALERT & ADMINISTRATION TOOL
SPECIFICATIONS

- SIM Offering Calendar Alert & Administration Tool project will include the design, development, and hosting of the following items:
 - (a) Development of Administration Tool for SIM Offering Desk
 - (b) Monthly hosting and distribution of alerts triggered through the Administration Tool

~~(collectively, the "Business Requirements"). In addition, the SIM Offering Calendar Alert & Administration Tool 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 SIM Offering Calendar Alert & Administration Tool shall have the look and feel consistent with other Schwab pages and reports.
- Schwab maintains the ability to make reasonable changes to the look and feel of the Offering Calendar Alert & Administration Tool. WSOD shall be required to respond to change requests within ten (10) 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 ten (10) 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 SIM Offering Calendar Alert & Administration Tool unless Schwab so specifies.

EXHIBIT B TO STATEMENT OF WORK NO. 85
SIM Offering Calendar Alert & Administration Tool
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. WSOD will provide a 24x7x365 contact to communicate any failures or outages of the SIM Offering Calendar Alert & Administration Tool with a fifteen (15) minute response time.
5. WSOD will keep the SIM Offering Calendar Alert & Administration Tool updated with most current Custom Content available to it.

EXHIBIT C TO STATEMENT OF WORK NO. 85
SIM Offering Calendar Alert & Administration Tool

TERM, FEES AND EXPENSES

The Initial Term of this SOW will commence on its effective date and last for twelve (12) months at which time it shall renew for additional thirty (30) day 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) eight thousand dollars (\$8,000) for the development of the SIM Offering Calendar Alert & Administration Tool.

~~Schwab and WSOD agree to waive hosting fees on the SIM Offering Calendar Alert & Administration Tool~~ in recognition of the existing hosting fees paid under the SIM Enhanced Alerts contract (SOW #59 effective September 1, 2002). WSOD reserves the right to negotiate a hosting fee for the SIM Offering Calendar Alert & Administration Tool in the event that the SIM Enhanced Alerts contract is altered or terminated.

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 SIM Offering Calendar Alert & Administration Tool.