

## AMENDMENT NO. 2 TO CUSTOM ALERTS AGREEMENT

This Amendment No. 2 (the "Second Amendment") is made by and between Charles Schwab & Co., Inc. ("Schwab"), and Wall Street on Demand, Inc. ("WSOD") dated on or about June 8, 2009, with an effective date of May 1, 2009 ("Amendment Effective Date"), and hereby amends the Customer Alerts Agreement entered into by Schwab and WSOD dated March 5, 1999, as amended (the "Agreement"). All capitalized terms not defined in this Second Amendment shall have the meanings set forth in the Agreement.

**WHEREAS**, WSOD and Schwab have agreed to amend the Agreement as per the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the premises set forth below and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto mutually agree as follows:

1. **Exhibit B.** Notwithstanding anything to the contrary in Exhibit B ("Payment"), the monthly payable fee 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 System will be \$40,000, for the period lasting from May 1, 2009 through December 31, 2009. Upon completion of this period, beginning January 1, 2010, the monthly fee payable by Schwab for the aforementioned will be \$60,000. For the avoidance of doubt, the monthly fee shall not be subject to the Monthly Alert Volume.
2. **General.** The Agreement, as modified by this Second Amendment, shall remain in full force and effect until terminated and reflects the entire agreement between the Parties regarding the subject matter hereof. To the extent that any provisions of this Second Amendment are inconsistent with the terms of the Agreement, the terms of this Second Amendment shall govern. This Second Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Second Amendment as of the Amendment Effective Date.

**WALL STREET ON DEMAND, INC.**

By: James Tanner  
Name: James Tanner  
Title: President & CEO  
Date: 6/15/09

**CHARLES SCHWAB & CO., INC.**

By: Andrew F. [Signature]  
Name: Andrew F. [Signature]  
Title: SVP, [Signature]  
Date: 6/11/09