

**MARKET DATA MANAGEMENT SOLUTIONS CORP.
SERVICES AGREEMENT**

This Agreement, effective as of February 1, 2009, by and between Wall Street on Demand whose principal address is 5718 Central Avenue Boulder, CO 80301 ("Client"), and Market Data Management Solutions Corp., whose principal address is 44 Holland Avenue Floral Park, NY 11001 ("MDMS"), sets forth the terms and conditions covering MDMS performance of the services described in the attached Project Addenda.

1. Performance of Work

MDMS shall provide qualified personnel to comply with the attached Project Addenda, which will be performed in a professional, workmanlike manner, consistent with the standards of the industry.

2. Payments

MDMS will furnish the services of its professional staff at the rates indicated in Project Addenda.

Other services provided by MDMS shall be provided at MDMS standard commercial rates for such service. Costs incurred by MDMS for travel and subsistence, and for supplies obtained from third parties, are billed at MDMS cost.

Invoices shall be rendered monthly based upon the agreed upon work schedule, and are payable in U.S. dollars upon receipt. Any necessary adjustments to actuals will be made in the final billing to be rendered upon Client's acceptance of final project deliverables. MDMS reserves the right to stop work in the event any invoices remain unpaid after thirty (30) days.

3. Rights in Work Product

Client shall retain title, including copyright, to all written reports prepared and delivered to Client in accordance with the Project Addenda. Any other rights in the work product prepared or developed by MDMS for Client under a specific Project Addendum shall be defined in the Project Addendum under which that work product was prepared or developed. Without limiting either party's rights and interests conveyed under this paragraph, each of the parties shall have and retain its rights and interests in all of its Intellectual Capital. The term Intellectual Capital shall mean each of that party's ideas, know-how, approaches, methodologies, concepts, systems, skills, tools, techniques, and processes and any intellectual property associated therewith. In any event, MDMS shall continue to be free to perform similar services for other clients using its general knowledge and experience.



4. Taxes

All sales, use, value-added inventory and withholding taxes, customs duties, fees for permits, and similar charges applicable to services provided and tangible or intangible items delivered to Client under this Agreement shall be paid by Client in addition to any other fees of MDMS. Any such amounts that must be paid directly by MDMS shall be reimbursable pursuant to the terms of Paragraph 2 above.

5. Limited Warranty, Limitation of Liability

Limited Warranty: MDMS warrants that work performed under this Agreement and any of the Project Addenda attached hereto will be performed by qualified personnel in a professional, workmanlike manner, consistent with the standards of the industry. MDMS shall remedy any work not in compliance with this warranty brought to its attention within a reasonable period of time (not to exceed 30 days), after that work is performed.

THE WARRANTY CONTAINED IN THIS SECTION 5. IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS OR SERVICES FURNISHED UNDER THIS AGREEMENT.

Limitation of Liability: MDMS entire liability and Client's exclusive remedies are set forth in this Section 5. MDMS liability to Client for damages (regardless of the form of action, whether in contract, tort, warranty or otherwise) shall not exceed the value of the services provided by MDMS under this Agreement. This limitation of liability shall not apply to claims for personal injury resulting directly from negligent acts or negligent omissions by MDMS in performance of its work hereunder.

MDMS shall not be liable for special, incidental, indirect or consequential damages.

6. Unforeseen Circumstances

MDMS shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, delays by Client or by vendors, and strikes and other labor disturbances.

7. Confidential Information

All information heretofore and hereafter disclosed by Company or Client ("Disclosing Party") to the other party ("Receiving Party") orally or in writing or other tangible form in any way relating or pertaining to Disclosing Party's business, operations, procedures, policies, techniques, technology, software, legal proceedings, clients, prospects, accounts, and personnel, information that is confidential or proprietary to a third party and is in the possession of Disclosing Party; and the existence and terms of this Agreement; shall be deemed to be trade secret and confidential information ("Confidential Information") and shall be the property of Disclosing Party.



As used in this Agreement, Confidential Information shall not include: (i) information, which is now in or hereafter enters the public domain without violation of this Agreement; (ii) information which was known to Receiving Party prior to the time of disclosure by Disclosing Party; (iii) information disclosed in good faith to Receiving Party by a third party that Receiving party believed legally entitled to disclose the same; provided, however, that a combination of features shall not be deemed to be within any such exceptions merely because individual features are within such exceptions; and provided, further, that the burden shall be on Receiving Party to prove the applicability of any such exceptions.

Receiving Party shall retain all Confidential Information in strict confidence exercising the same standard of care used by Receiving Party to protect its own confidential and proprietary information, but in any event not less than reasonable care, to prevent the disclosure of Confidential Information to any third party. Receiving Party shall not use Confidential Information for any purpose other than that contemplated hereunder.

In the event disclosure of Confidential Information is required of Receiving Party under provisions of any law or court or court order, Receiving Party will use all best efforts to notify Disclosing Party of the obligation to make such disclosure sufficiently in advance of the disclosure that Disclosing Party will have a reasonable opportunity to object. In the event of required disclosure, Receiving Party shall disclose only the particular Confidential Information directly required to be disclosed.

Receiving Party represents and warrants that each of its employees to whom Confidential Information is disclosed shall have a need to know such information for the purposes contemplated by this Agreement and shall have first agreed to be bound by obligations of confidentiality set forth in this Agreement.

Upon termination of this Agreement, Receiving Party shall return to Disclosing Party upon request all written Confidential Information and shall either destroy all written reports and calculation results prepared by Receiving Party based upon or incorporating Confidential Information, and all copies thereof, in whatever medium embodied or redact there from any Confidential Information incorporated therein.

The obligations of Company and Client under this Agreement shall survive the termination of this Agreement for a period of three years regardless of the manner of such termination, and shall be binding upon their successors and assigns.

Company and Client acknowledge that in the event of a breach by either party of any of the terms contained in this Agreement, the other party would 1) suffer irreparable harm for which immediate remedies at law would be inadequate and 2) be entitled to equitable relief therefore by injunction, in addition to any and all rights and remedies available to it at law and in equity.



8. U. S. Laws Applicable to Exports

Regardless of any disclosure made by Client to MDMS of an ultimate destination of software, documentation or technical data prepared or developed under this Agreement, Client will not export, either directly or indirectly, any software, documentation or technical data, or portions thereof, without first obtaining a license from the U.S. Department of Commerce.

9. Hiring

Client agrees that during the term of this Agreement and for one (1) year thereafter it will not, without the prior written consent of MDMS, employ or offer employment to any individual who has provided services hereunder.

10. General

This Agreement, including any appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by Client shall not apply. This Agreement may be modified only by written agreement of Client and MDMS, and is binding upon their respective successors and assigns.

Interpretation, construction, and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the State of New York.

The rights and obligations of paragraphs 3, 5, 7, and 9 shall survive the completion or termination of this Agreement.

Market Data Management Solutions Corp.

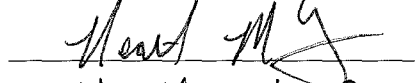


By: Joseph DeMartino

Title: Managing Director

Date: 2/3/09

Client: Wall Street on Demand



By: Heather McCreery

Title: Chief Financial Officer

Date: 1/30/09



Project Addendum No. 1

Effective February 1, 2009, this Project Addendum will be incorporated into the Services Agreement between Wall Street on Demand ("Client") and Market Data Management Solutions Corp. ("MDMS"), dated February 1, 2009.

All terms and conditions of the Agreement not modified herein remain in full force and effect for the Term of the Agreement.

Objective

Client offers one or more products to their clients that offer real time quote information during trading hours. Client has implemented a quote meter function that captures by exchange the daily usage of data being accessed by each client. Client has requested MDMS to perform their annual NYSE compliance audit.

Client may also request MDMS to assist with other projects and services on an as-required basis and at an hourly rate.

Scope of Work

The first step in performing the NYSE audit is to review:

- Current Exhibit A that is on file with the exchange.
- Previous Audit Report, if applicable to address any outstanding issues.
- Follow the detailed guidelines provided by the NYSE. Please refer to Exhibit B in this agreement.

Other requested projects will be fulfilled as needed and at the direction of Client.

Deliverables and Responsibilities

Under this Project Addendum, MDMS will provide the following Services:

- A report will be submitted to the Client at the conclusion of the audit/review that summarizes the procedures performed and attests that the quote meter functions as described in Exhibit B.
- Client will submit the report to the NYSE.
- Other requested services will be provided with reports in writing to substantiate any specific effort.



Market Data

Under this Project Addendum, Client will:

- As necessary ensure MDMS access, physically or electronically, to required facilities, systems, and staff on an “as required” basis for MDMS to fulfill its obligations under this Agreement;
- Provide to MDMS, while MDMS is at Client’s Site, sufficient office, telephone, and Internet access for MDMS to perform its duties under this Agreement;

Business Assumptions

The following are assumptions MDMS has used in developing this Project Addendum. They are considered an integral part of the Agreement. Deviations from the project assumptions may cause changes to the project schedule, fees, expenses, deliverables and level of effort required to perform the services.

- 1 Client will appoint a project manager for this project, who will act as MDMS main point of contact for communication and direction.
- 2 Client will provide MDMS with remote access to all relevant databases and systems.
- 3 If it is determined that work is required at the Client site, Client will provide MDMS with a workspace and necessary tools at its site. Work will be performed off site if appropriate.

Fees and Term

The fee structure will be as follows:

\$3,000 per tested website with a minimum of \$25,000 for each of the next three (3) annual NYSE Quote Meter audits, plus \$150 per hour for any remediation work required if the quote meter is found to be non-compliant.

Other requested efforts will be invoiced monthly in arrears at a rate of \$200 per hour.

All invoices are due upon receipt.

Any pre-approved reasonable travel expenses will also be invoiced in arrears.

Engagement Managers

For MDMS, the Engagement Manager will be Janet Santasieri.

For Client, the Engagement Manager will be Mark Leach.

In Witness Whereof, the parties hereto have caused this Project Addendum to be executed by their duly authorized representatives.

Market Data Management Solutions Corp.

By: 

Name: Joseph DeMartino

Title: Managing Director

Date: 2/3/09

Client. Wall Street on Demand

By: 

Name: Heather McGreery

Title: Chief Financial Officer

Date: 1/30/09

Please fax executed agreement to 253-270-2145



Exhibit B

Quote Meter Audit/Review Guidelines

This document has been developed to serve as a guideline for market data vendors that are required to have an audit/review of their quote meter software.

- An audit/review must be performed within the first 90 days of service by an external audit firm acceptable to the NYSE. Thereafter, an annual audit/review is required by an auditor acceptable to the Exchange. Broker/dealers and banks may, with prior approval of the Exchange, use internal audit departments to conduct their annual quote meter audit/review so long as both the audit/review scope and its findings are reported to the Exchange and signed by the Chief Compliance Officer of the firm.
- The audit/review should check that the quote meter is performing the following functions:

- ♦ Recognize and count a "quote-packet", which is defined as any data element, or all data elements, for a single issue. (For example, open, high, low, last, volume, net change, bid, offer, size are data elements. "IBM" is a single issue.) An index value also qualifies as an issue, such as NYA.
- ♦ Verify that metering of quote packets is being done for all metered services identified in Exhibit A. (For example, snap-quote, order entry, etc.) Additionally, ensure that non-metered services are being excluded.
- ♦ Verify that "capping" of non-professionals at the non-professional rate is being metered properly, and that the "capped" accounts are being reported as non-professionals and their usage removed from the usage report.
- ♦ For data disseminated in respect of a list of issues in a portfolio format or set up as a market minder service, each quote packet for each issue is subject to the fee. (For example, a portfolio with five issues translates to 5 quote packets.)
- ♦ Verify that the meter can count fee liable quotes according to where the security is primarily listed, (NYSE, AMEX and NASDAQ,) not the regional exchange where the last sale may have taken place (Philadelphia Exchange, Pacific Stock Exchange, etc.)
- ♦ Confirm that the quote meter is counting fee liable quotes (i.e., less than 20 minutes old) only during NYSE market hours, currently 9:30 am through 4:20 pm, (excluding weekends and holidays.)
- ♦ Validate that the quote counting software is able to generate monthly reports showing the total number of quotes accessed for each exchange, and that these report totals are consistent with the total number of quotes counted by the meter. The audit should also verify for any two months that the total quotes counted by the meter is the same count as reported to NYSE.