

## **NYSE Technologies Acceptable Use Policy**

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## **Exhibit A**

### **Acceptable Use Policy**

<b>INTRODUCTION</b>
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This Acceptable Use Policy (the "Policy") defines acceptable practices for the use of NYSE Technologies, Inc. ("NYSE Technologies") services (the "Service(s)"). The Policy applies to all aspects of the Service. "NYSE Technologies" means NYSE Technologies, Inc. and all of its affiliates (including direct and indirect subsidiaries and parents).

By using the Services, any such user of the Services ("Customer") is responsible for compliance with this Policy. Customer is responsible for violations of this Policy by any person or entity that accesses the Services through Customer's agreement with NYSE Technologies or through Customer's equipment, systems, networks, or other facilities ("Affiliated Person(s)"). Any Affiliated Person using the Services is bound, as specified in this Policy, by the same acceptable practices as a Customer. While NYSE Technologies is not obligated to control or monitor the online experience or the content of online communications in connection with the Service, NYSE Technologies may edit or remove content that it deems to be in violation of any applicable law or regulation, of either the letter or spirit of this Policy, or that it otherwise deems unlawful, harmful or offensive.

This Policy is designed to assist in protecting NYSE Technologies, the Services, NYSE Technologies' Customers and the online community as a whole from improper and/or illegal activity over or utilizing the Service, the Internet, and other systems and networks. In situations where data communications are carried across networks of other Internet Service Providers or via third party Application Server Providers (together the "Providers"), Customer must also conform to the applicable acceptable use policies of other Providers.

<b>Rights of NYSE Technologies</b>
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#### **SUSPENSION OR TERMINATION OF SERVICE**

If in NYSE Technologies' reasonable judgment Customer engages in conduct while using the Service that violates this Policy, NYSE Technologies reserves the right to suspend and/or terminate the Service or any part thereof. NYSE Technologies will generally attempt to notify Customer of any activity in violation of the Policy and request that the Customer cease such activity; however, in cases where NYSE Technologies Services or its software, programs, products, networks, systems, business or business reputation is threatened, including without limitation cases involving unsolicited commercial email/SPAM, mail relaying, invasive and unauthorized data gathering/mining, alteration of Customer source IP address information, denial of service attacks, noncompliance with applicable laws and regulations, suspected fraud in connection with the use of Service, the dissemination of viruses, "Trojan horses", and spyware, offensive material or copyright infringement, order of a court or regulatory authority of competent jurisdiction, threat of imminent harm to persons or property or any other act NYSE Technologies deems, in its sole discretion, to be in violation of this Policy, NYSE Technologies reserves the right to suspend or terminate Customer Service without notification. In addition, NYSE Technologies may take any other appropriate action against a Customer for violations of the Policy. This Policy extends to any and all content created by a Customer, including but not limited to discussion boards, blogs, wikis, social networking sites, news sites, mobile photos and videos, customer review sites, experience or photo sharing sites, any other website or forum that offers the opportunity for the consumer to share their knowledge and familiarity with a product or experience that Customer uses during the term of any Service ("User-Generated Content"). NYSE Technologies reserves the right to avail itself of the safe harbor provisions of the Digital Millennium Copyright Act. NYSE Technologies does not have any obligation to monitor or police activity occurring in connection with the Service and will not be liable to any party, for any violation of the Policy.

**NO RESPONSIBILITY**

NYSE Technologies shall have no responsibility for any information or material created, stored, maintained, transmitted by Customer or otherwise accessible through using or in connection with the Service.

**RESERVATION OF RIGHTS**

Nothing in this Policy shall limit in anyway NYSE Technologies' rights and remedies at law or in equity that may otherwise be available.

**COOPERATION WITH INVESTIGATIONS**

NYSE Technologies will cooperate with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity. NYSE Technologies reserves the right to disclose Customer information to the extent authorized by applicable law. In those instances involving child pornography, NYSE Technologies complies with all applicable federal, state, and local laws. Law enforcement officials may contact NYSE Technologies at (800-732-8672).

**COMPLAINTS**

NYSE Technologies receives complaints directly from Internet users, through Internet organizations and through other parties. NYSE Technologies shall not be required to determine the validity of complaints received before taking action under this Policy. NYSE Technologies, in its sole discretion, reserves the right to forward these complaints to the appropriate law enforcement agencies.

**MODIFICATIONS TO POLICY**

NYSE Technologies reserves the right to modify this Policy at any time without notice. NYSE Technologies will attempt to notify Customer of any such modifications either via e-mail or by posting a revised version of the Policy on the NYSE Technologies website, but the Policy will be in effect when posted unless otherwise stated and Customer will be bound thereby whether or not they have received notice.

**FILTERS AND OTHER SECURITY MEASURES**

NYSE Technologies reserves the right to install and use, or to have Customer install and use in connection with Customer equipment, systems, and networks, any appropriate measures, including without limitation devices, hardware, software, practices, protocols and/or techniques to prevent violations of this Policy, including but not limited to, monitoring, scanning, vulnerability testing and installing devices designed to filter or terminate access to the Service.

<b>Prohibited Uses</b>
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**ILLEGAL ACTIVITY**

The Service shall not be used for any unlawful activities or in connection with any criminal or civil violation and the Services shall in all cases be used in compliance with applicable law and regulation. Use of the Service in any manner, including without limitation for transmission, distribution, retrieval, or storage of any information, data or other material, in violation of any applicable law or regulation (including, where applicable, any tariff or treaty) is prohibited.

**OFFENSIVE MATERIALS**

Customer shall not disseminate or post material in any forum, online or otherwise, that is improper, including without limitation material that is unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable. This includes Customers as a content creator for third parties. Without limiting the foregoing, Customer shall not access or use Services in any manner for the transmission or dissemination

of images containing child pornography. Offensive Materials extend to any and all User-Generated Content that Customer uses during the term of any Services.

#### **INFRINGEMENT**

Customer shall not use or transmit any data or material protected by copyright, service mark, trademark, trade secret, patent or other intellectual property right without proper authorization.

#### **EXPORT VIOLATIONS**

Customer shall not violate the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

#### **UNAUTHORIZED ACCESS/INTERFERENCE**

Customer shall not attempt to gain unauthorized access to, or attempt to interfere with or compromise the normal functioning, operation or security of the NYSE Technologies network or other systems or networks. Customer shall not use the Service to engage in any activities that may interfere with the ability of others to access or use the Service or the Internet. Customer shall not use the Service to monitor, gather or mine any data, information or communications on any network or system without authorization. Customer shall not attempt to gain unauthorized access to the user accounts or passwords of other Customers.

#### **UNSOLICITED COMMERCIAL EMAIL/SPAMMING/MAILBOMBING**

Customer shall not use the Service to transmit unsolicited commercial e-mail messages or deliberately send excessively large attachments to one recipient. Any unsolicited commercial e-mail messages or a series of unsolicited commercial e-mail messages or large attachments sent to one recipient is prohibited. In addition, "spamming" or "mailbombing" is prohibited. Use of the service of another provider to send unsolicited commercial email, spam or mailbombs, to promote a site hosted on or connected to the NYSE Technologies Services, equipment, systems, networks, or other facilities, is similarly prohibited. Likewise, Customer shall not use the Service to collect responses from mass unsolicited e-mail messages. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. NYSE Technologies has no obligation to forward the complaint to the Customer or to identify the complaining parties.

#### **SPOOFING/FRAUD**

Customer is prohibited from intentionally or negligently injecting false data into the Internet, including but not limited to bad routing information (the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

Customer shall not send, or attempt to send e-mail messages or transmit any electronic communications using a name or address of someone other than the Customer. Any attempt to impersonate someone else by altering source IP address information or by using forged headers or other identifying information is prohibited. Any attempt to fraudulently conceal, deceive, forge or otherwise falsify a Customer's identity in connection with use of the Service is prohibited.

#### **USENET POSTINGS**

All postings to USENET groups shall comply with that group's charter and other policies. Users are prohibited from cross posting to unrelated news groups or to any news groups where the post does not meet that group's charter. Continued posting of off-topic messages, including commercial messages (unless specifically invited) is prohibited. Disrupting newsgroups with materials, postings or activities that are (as determined by NYSE Technologies in its sole discretion) frivolous, unlawful, libelous, defamatory, obscene, indecent, lewd, harassing, threatening, harmful, invasive of privacy and publicity rights, abusive, inflammatory, or otherwise objectionable, including being excessive or repetitious, unless such materials or activities are expressly allowed or encouraged under the newsgroup's name, FAQ or charter, is likewise prohibited.

**FAILURE TO ABIDE BY THIRD-PARTY PROVIDER POLICIES**

Customer shall not violate the rules, regulations, or policies that apply to any Providers, network, server, computer database, or website that Customer accesses.

**CUSTOMER CO-LOCATION AT THE US LIQUIDITY CENTER**

Any Customer utilizing Services at NYSE Technologies' US Liquidity Center at Mahwah may utilize such Services solely for trading purposes and not for the routing, hosting or transmission of any data and/or content over, by or through the Internet unless via an NYSE Technologies sponsored VPN.

**OTHER PROHIBITED ACTIVITIES**

The following activities, without limitation, are also prohibited:

- I. Any attempt to circumvent, alter or reverse engineer any processes, procedures, protocols, algorithms and or applications utilized in the provision of or use of NYSE Technologies' Services.
- II. Any attempted transmission of files containing a computer virus or corrupted data.
- III. Any advertising, transmission, distribution, retrieval, storage or otherwise making available any software, program, product, or service that is designed to violate this Policy which includes, without limitation the facilitation of the means to deliver unsolicited commercial email.
- IV. Any use of the Service in excess of any limitations that have been established by NYSE Technologies, including, but not limited to specified bandwidth limitations.
- V. Any activity that disrupts, degrades, harms or threatens to harm the Service or NYSE Technologies network, or the equipment, services or networks of any other party including, without limitation, viruses, "Trojan horses", worms, time bombs, zombies, cancelbots or any other computer programming routines that may damage, interfere with, intercept or seize any system, program, data or personal information.
- VI. Any use of another party's electronic mail server to relay email without express permission from such other party.
- VII. Any other inappropriate activity or abuse of the Service (as determined by NYSE Technologies in its sole discretion), whether or not specifically listed in this Policy, shall result in suspension or termination of the Customer's access to or use of the Service.

This listing of prohibited activities is not exhaustive and NYSE Technologies reserves the right to determine that any conduct that is or could be harmful to NYSE Technologies, NYSE Technologies' Customers, or Internet users, is in violation of this Policy and to exercise any or all of the remedies contained in this Policy.

<b>Responsibilities of Customers</b>
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**SECURITY AND CONTENT**

Customer is solely responsible for maintaining the security of its network, software, program, product, service, equipment and applications. Customer agrees to immediately notify NYSE Technologies of any unauthorized use of the Service or any other breach of security known to Customer. If Customer becomes aware of any violation of this Policy by any person, Customer is required to notify NYSE Technologies. Customer shall be solely responsible for any information or material they maintain, transmit, download, view, post, distribute, or otherwise access or make available on, through, using or in connection with the Service.

## **IMPENDING SECURITY EVENT NOTIFICATION**

Customer is responsible for notifying NYSE Technologies immediately if Customer becomes aware of an impending event that may negatively affect the NYSE Technologies Services. This includes extortion threats that involve threat of "denial of service" attacks, unauthorized access, or other security events. Customer shall cooperate with NYSE Technologies in investigating, preventing, and/or connecting any actual or apparent breach of this Policy.

## **CONFIGURATION**

Customer is responsible for configuring its own systems to provide the maximum possible accountability and industry-standard security features. NYSE Technologies shall not be liable for any damage caused by such system configurations regardless of whether such configurations have been authorized or requested by NYSE Technologies. For example, Customer should ensure there are clear "path" lines in news headers so that the originator of a post may be identified. Customer should also configure their Mail Transport Agents (MTA) to authenticate (by look-up on the name or similar procedures) any system that connects to perform a mail exchange, and should generally present header data as clearly possible. As another example, Customer should maintain logs of dynamically assigned IP addresses.

Customer is responsible for educating itself with regard to standard financial industry practices for system security. Should systems at a Customer's site be violated, Customer is responsible for reporting the violation and then fixing the exploited system. For instance, should a site be abused to distribute unlicensed software due to a poorly configured FTP (File Transfer Protocol) Server, the Customer is responsible for re-configuring the system to stop the abuse. Irrespective of any items to the contrary in any agreement between Customer and NYSE Technologies, NYSE Technologies reserves the right to audit Customer and to take all appropriate actions to ensure compliance with all requirements of this Policy.

## **PRIVACY**

NYSE Technologies makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a Customer transmits via the Service or over the Internet, including any data or information transmitted via any server designated as secure.

## **CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

NYSE Technologies intends to adhere to the Children's Online Privacy Protection Act (COPPA). If NYSE Technologies becomes aware that a person submitting personal information to them through any part of the Service is a child, NYSE Technologies deletes the information as soon as discovered and does not use it for any purpose, nor discloses it to third parties.

## **GOVERNING LAW**

This Policy is governed by and must be construed under the laws of the State of New York. The federal and state courts of New York County, New York, have exclusive jurisdiction over and venue of any suit that relates to this Policy.

## **COMPLAINTS AND CONTACT INFORMATION**

In most cases, NYSE Technologies will notify Customer of complaints received by NYSE Technologies regarding an alleged violation of this Policy. Customer agrees to promptly investigate all such complaints and take all necessary actions to remedy any violations of this Policy. NYSE Technologies may inform the complainant that Customer is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

Any complaints regarding prohibited use or other abuse of the NYSE Technologies Services, including violations of this Policy, should be sent to NYSE Technologies. Please include all applicable information that will assist NYSE Technologies in investigating the complaint, including all applicable headers of forwarded messages.

If NYSE Technologies Services are experiencing live attacks, Customers should call into the NYSE Technologies Customer Care Center (800-732-8672) to submit a complaint as quickly as possible. Should they need immediate attention, Customer should describe the urgency of the situation. If Customer is unsure whether any contemplated use or action is permitted, please submit questions or comments to NYSE Technologies.

#### **DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE**

If Customer believes that their copyrighted work has been copied in a way that constitutes copyright infringement and is accessible through this Service, please notify NYSE Technologies' Designated Copyright Agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For a complaint to be valid under the DMCA, Customer must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that Customers claims is being infringed;
3. Identification of the material that is claimed to be infringing and where it is located;
4. Information reasonably sufficient to permit NYSE Technologies to contact Customer, such as their address, telephone number, and e-mail address;
5. A statement that Customer has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury that the above information is accurate, and that Customer is the copyright owner or are authorized to act on behalf of the owner.

#### **CONTACT INFORMATION**

The above information must be submitted to the following DMCA Agent:

<b>Department</b>	<b>Address</b>	<b>Phone/Fax</b>	<b>e-mail</b>
<b>Designated Copyright Agent, SVP Global Legal Dept</b>	NYSE Euronext, 11 Wall Street, New York, NY 10005	Phone: 1-212-656-6864 Fax: 1-212-656-8101	<a href="mailto:itlaw@nyx.com">itlaw@nyx.com</a>