

AGREEMENT FOR RECEIPT AND USE OF MARKET DATA:
ADDITIONAL PROVISIONS
NYSE REALTIME REFERENCE PRICES

21. NYSE REALTIME REFERENCE PRICES

(a) SCOPE - This Exhibit C applies insofar as Exhibit A permits Customer to make "NYSE Realtime Reference Prices" available to its customers and clients, whether by means of access to Customer's website or by means of another NYSE-approved data-distribution technology (each, a "Means of Access"), as Exhibit A describes (the "NYSE Realtime Reference Prices Service"). "NYSE Realtime Reference Prices" includes the real-time last sale prices associated with the ticker symbols for every security that trades on NYSE. However, "NYSE Realtime Reference Prices" includes no other data elements. Customer understands and acknowledges that this Exhibit C does not authorize Customer to distribute sizes associated with last-sale prices or any other data elements (other than last sale prices) as part of the NYSE Realtime Reference Prices Service.

(b) AUTHORIZATION - Exhibit A describes Customer's receipt of NYSE Realtime Reference Prices and Customer's distribution of NYSE Realtime Reference Prices. NYSE Realtime Reference Prices shall constitute "NYSE Market Information" for all purposes of the Agreement and its exhibits. Customer may use NYSE Realtime Reference Prices and may provide displays of NYSE Realtime Reference Prices over the internet or by other NYSE-approved Means of Access, but may do so:

- (i) only as and to the extent described, and in the manner specified, in Exhibit A; and
- (ii) only for so long as the Agreement and this Exhibit C are in effect.

(This Exhibit C refers to the displays of NYSE Realtime Reference Prices that are made available over the internet or by other NYSE-approved Means of Access as "Displays.") Customer's provision of Displays shall constitute "Subscriber Services" under the Agreement.

(c) EXCULPATORY MESSAGE

(i) FORM – Clauses (i) and (ii) of Paragraph 5(b) of the Agreement shall not apply to Customer's provision of the NYSE Realtime Reference Prices Service as Exhibit A describes. However, Customer shall not provide the NYSE Realtime Reference Prices Service unless (A) Customer causes a hyperlink (a "Terms and Conditions Hyperlink") to appear on all Display devices and (B) a click of that hyperlink provides the viewer with a conspicuous display of the following message:

The New York Stock Exchange, LLC ("NYSE") reserves all rights to the NYSE securities prices that [INSERT NAME OF CUSTOMER] makes available to you over its website. You understand and acknowledge that those NYSE securities prices do not reflect trading activity on markets other than NYSE and are intended to provide you with a reference point only, rather than as a basis for making trading decisions. [INSERT NAME OF CUSTOMER] and NYSE do not guarantee that data and shall not be liable for any loss due either to their negligence or to any cause beyond their reasonable control. Any redistribution of that data is strictly prohibited.

(ii) CONSPICUOUSNESS OF HYPERLINK – Customer shall assure that its Terms and Conditions Hyperlink appears in a conspicuous and clearly legible manner on all Display devices and is located in close proximity to all Displays. Customer shall implement the hyperlink in a manner that makes the recipients of Customer's NYSE Realtime Reference Prices Service likely:

- A. to view the Terms and Conditions Hyperlink when gaining access to that service; and
- B. to identify the Terms and Conditions Hyperlink as a link to the terms and conditions pursuant to which NYSE is willing to allow the recipient to have access to NYSE Realtime Reference Prices.

(d) NO TRADING OR ORDER-ROUTING FUNCTIONALITY – Customer shall not provide a Display for any security in a context in which a trading or order-routing decision for that security can be implemented without also providing a consolidated display for that security in an equivalent manner.

(e) IDENTIFICATION REQUIREMENT – Customer shall identify each NYSE Realtime Reference Price or set of NYSE Realtime

Reference Prices by placing the text "NYSE Data" in close proximity to the display of each NYSE Realtime Reference Prices or set of such prices.

(f) INDEMNIFICATION - Customer shall indemnify, hold harmless and defend NYSE from and against any suit or other proceeding at law or in equity, claim, liability, loss, cost, damage, or expense (including reasonable attorneys' fees) incurred by, or threatened against, NYSE that arises out of or relates to:

- i. any breach or violation of Paragraph 21(c); or
- ii. any determination that the message set forth in Paragraph 21(c) does not subject recipients of NYSE Realtime Reference Prices to the restrictions set forth in the message.

NYSE's prompt written notice of the suit or proceeding is a condition to Customer's obligations under the preceding sentence. Customer shall have sole control of the suit or proceeding and all negotiations for its settlement or compromise.

(g) SHARING OF RESEARCH - Customer and NYSE shall meet periodically to discuss the results, progress and status of the NYSE Realtime Reference Prices Services and to share any market research that Customer has generated, subject to Customer's obligation or reasonable need to maintain confidentiality in respect of certain information.

(h) TERMINATION OF PILOT TEST - Customer understands and acknowledges that:

- i. NYSE is permitting Customer to use NYSE Realtime Reference Prices as part of a pilot test of NYSE Realtime Reference Prices services that is currently scheduled to terminate on October 31, 2008; and
- ii. NYSE intends to monitor the NYSE Realtime Reference Prices pilot test and may determine to allow it to lapse or to seek to extend it or to make it permanent, whether in the form described in Exhibit A and this Exhibit C or in another form.

Notwithstanding anything to the contrary in Paragraph 17 of the Agreement, Customer's right to provide the NYSE Realtime

Reference Prices Services pursuant to this Exhibit C shall continue in effect until the termination of the pilot period (as it may be extended), unless terminated sooner in accordance with the Agreement or unless the pilot program is made permanent.

ACCEPTED AND AGREED

[NAME OF CUSTOMER]

By: _____

Name:

Title:

Date:

NEW YORK STOCK EXCHANGE, LLC

By: _____

Name:

Title:

Date: