

NEW YORK STOCK EXCHANGE, INC.

AGREEMENT FOR RECEIPT, USE AND REDISTRIBUTION OF  
NYSE DATA PRODUCTS

AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between  
\_\_\_\_\_ ("Customer") and New York Stock Exchange,  
Inc. ("NYSE").

RECITAL

NYSE agrees to permit Customer to receive, use and redistribute NYSE Data Products (1) to the extent, for the purposes, and in the manner, specified in Exhibit A, (2) on a non-exclusive basis, and (3) pursuant to the terms and conditions set forth in this Agreement. This Agreement refers to such use and redistribution of NYSE Data Products by Customer as Exhibit A describes as the "Services" and incorporates Exhibit A.

TERMS AND CONDITIONS

Customer and NYSE agree as follows:

PART I: NYSE DATA PRODUCTS ACCESS AND USE

1. DEFINITIONS - Exhibit B defines and describes terms that are relevant to Customer's receipt, use and redistribution of NYSE Data Products. This Agreement incorporates Exhibit B.

2. PROPRIETARY INTERESTS, COPYRIGHTS AND BRANDING.

(a) PROPRIETARY INTERESTS. Customer understands and acknowledges that each Disseminating Party has a proprietary interest in the NYSE Data Products that it makes available, and that it or they are the sole and exclusive owner(s) of any and all copyrights and other proprietary rights in that information.

(b) BRANDING. Except as this Agreement may otherwise provide, this Agreement grants to Customer neither any right to

use the NYSE name or any NYSE trademark or logo nor any other proprietary right of NYSE. Except as NYSE may otherwise specify, Customer shall cause each and every transmission of NYSE Data Products (including displays containing information derived from NYSE Data Products) to display in a reasonably prominent manner and as NYSE may from time to time specify:

- (i) NYSE copyright notices ("© [year of publication] New York Stock Exchange"); or
- (ii) other NYSE marks, logos or source notices (e.g., "nyse.com").

Customer shall comply with such other branding, mark, logo or copyright requirements as NYSE may prescribe in order to indicate that NYSE is the source of a NYSE Data Product or the data contained in any such product. Customer shall not in any way denigrate the NYSE name or NYSE marks or logos. Customer shall not manipulate a NYSE Data Product in a manner that erases or obfuscates the NYSE brand.

3. CUSTOMER ACCESS TO PRODUCTS. Customer may gain access to one or more NYSE Data Products by means of internet access to an NYSE website or network or other electronic means, subject to such security measures as NYSE may establish. Except as NYSE may explicitly undertake, NYSE is not responsible for any cost or expense, or for providing any circuit, necessary for Customer to receive or transmit NYSE Data Products.

#### 4. PASSWORD AND SECURITY.

(i) Password. NYSE shall provide Customer with a password or identification number to enable Customer to gain access to the NYSE website or network. Customer shall, and shall assure that its officers, partners and employees, have sole control or physical possession of, and sole access to, that password or identification number and shall not reveal that password or number to another person. Exhibit A describes Customer's method of access control or entitlement. Except with respect to an enterprise license, Customer shall assure that no single access control or entitlement is used more than once.

(ii) Security. Customer shall assure that its passwords and identification numbers are protected so that, so far as reasonably possible, no person can have unauthorized access to NYSE Data Products and the NYSE website or network. Customer shall also assure that the security safeguards are enforced.

If, in its sole discretion, NYSE determines that one or more persons have unauthorized access to NYSE Data Products or the NYSE website or network, Customer shall take all necessary steps to alter the security safeguards. Customer shall immediately notify NYSE of any known or suspected unauthorized use of any password, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of any password.

(iii) Inspection. Customer shall assure that any person authorized in writing by NYSE has access, at any reasonable time, to any premises of Customer. In the presence of officials in charge of the premises, the authorized person may observe the use of NYSE Data Products and the NYSE website or network and all operations located or conducted at the premises, but solely to monitor compliance with this Agreement. This Paragraph 4 does not require Customer to disclose any proprietary information other than as this Agreement requires.

(iv) Prevention and Discovery. Customer shall use best efforts to assure that no unauthorized person obtains NYSE Data Products or access to the NYSE website or network from Customer. If an unauthorized person does so obtain NYSE Data Products or access to the NYSE website or network, Customer shall use its best efforts to ascertain the source and manner of acquisition and shall fully and promptly pay the applicable amounts described in Paragraph 10(d). Customer shall otherwise cooperate and assist in any investigation relating to any unauthorized access to NYSE Data Products and the NYSE website or network.

5. SYSTEM MODIFICATIONS AND INFORMATION CHANGES. Upon no less than 30 days' notice, NYSE, in its sole discretion and without liability to Customer or to any other person may:

- (a) discontinue disseminating any or all NYSE Data Products either at all or by electronic means; or
- (b) modify its method of making any or all NYSE Data Products available.

## 6. CUSTOMER USE OF NYSE DATA PRODUCTS

(a) PERMITTED USE OF DATA. Customer may receive and use NYSE Data Products pursuant to this Agreement solely as and to the extent described, and in the manner specified, in Exhibit A. Except as this Paragraph 6 describes, any redissemination or other use of NYSE Data Products, or of information contained in NYSE Data Products, or of information derived from that information, is prohibited. NYSE may review Customer's use of NYSE Data Products and determine in its sole discretion whether the manner in which Customer is using one or more NYSE Data Products is prohibited. Upon any determination that a particular use is prohibited, Customer shall promptly terminate that use. Where NYSE has authorized Customer to provide one or more, but not all, NYSE Data Products to a Data Recipient, Customer shall inhibit the provision of the unauthorized NYSE Data Products to the Data Recipient.

(b) DATA RECIPIENT SERVICES. Customer may provide one or more NYSE Data Products to Data Recipients solely as described and in the manner specified in Exhibit A and only pursuant to such one or more of the following requirements as NYSE specifies:

- (i) only if the person has entered into an appropriate NYSE-approved subscriber agreement with NYSE that authorizes the person to receive and use the NYSE Data Product(s); and
- (ii) Customer's compliance with such alternative or additional requirements as NYSE may from time to time approve in writing.

(c) INTERNAL USE LICENSE. Customer may provide NYSE Data Products and the data included in the NYSE Data Products to Internal Users pursuant to an Internal Use License as described in Exhibit B. An Internal Use License entitles Customer to provide NYSE Data Products to a prescribed number of Internal Users and to allow those Internal Users to use and manipulate the data contained in that product as described in Exhibit A. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of NYSE Data Products to Internal Users.

(d) INTERNAL DISPLAY LICENSE - Customer may make Controlled Displays available to Data Recipients pursuant to an appropriate Internal Display License. An Internal Display

License entitles Customer to provide Controlled Displays to a prescribed number of Internal Users. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of Controlled Displays.

(e) EXTERNAL USE LICENSE. Customer may provide NYSE Data Products and the data included in the NYSE Data Products to External Users pursuant to an appropriate External Use License. An External Use License entitles Customer to allow a prescribed number of External Users to receive a NYSE Data Product and to use and manipulate the data contained in that product. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of NYSE Data Products to External Users.

(f) EXTERNAL DISPLAY LICENSE. Customer may make Controlled Displays available to Data Recipients pursuant to an appropriate External Display License. An External Display License entitles Customer to provide a prescribed number of Controlled Displays to External Users. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of Controlled Displays.

(g) TERMINATION OF LICENSE. Customer understands and acknowledges that upon the termination of a License for a NYSE Data Product, Customer may no longer distribute the NYSE Data Product, or information contained in or derived from the NYSE Data Product. This means that, after termination of the License, Customer may not distribute NYSE Data Products and information that NYSE provided to Customer during the period in which the License was in effect.

(h) REDISTRIBUTION BY DATA RECIPIENTS. Customer shall use its best efforts to assure that Data Recipients do not redistribute any NYSE Data Product, or otherwise make NYSE Data Products available, to any person other than as this Agreement permits or NYSE may otherwise permit. Those efforts shall include the insertion of appropriate NYSE-approved terms in Customer's agreements with Data Recipients, which terms are included in Exhibit A.

(i) LIMITED EXTRACTS. Insofar as NYSE determines that Customer is using a "Limited Extract," Customer, solely in the regular course of its securities business, may occasionally furnish Limited Extracts to its customers and clients. Customer may do so notwithstanding anything to the contrary in this Paragraph 6 and subject to such additional limitations as NYSE

may specify in writing. Customer may so furnish Limited Extracts solely:

- (i) in written advertisements, educational material, sales literature or similar written communications;
- (ii) during telephone conversations not entailing the use of computerized voice synthesization, other electronic communication or similar technology; or
- (iii) in such other manner as NYSE may approve in writing.

7. SERVICE AND SECURITY VARIATIONS AND SUPPLEMENTS. Customer shall submit for NYSE's approval a description of any proposed, non-trivial variation or supplement to or deletion from any receipt, redissemination, other use or display of NYSE Data Products or to any NYSE Data Products security safeguard. Customer shall not implement any such variation, supplement or deletion unless NYSE approves its description in writing, whereupon Exhibit A shall incorporate the description. Customer understands that NYSE may not approve a proposed variation, supplement or deletion and that it acts at its own risk if any significant effort is expended in development prior to NYSE's approval. Customer further understands that an approved variation or supplement may be subject to one or more additional or substituted charges payable pursuant to Paragraph 10.

#### 8. TRANSMISSION AND EQUIPMENT SECURITY

(a) PROTECTION OF TRANSMISSIONS AND EQUIPMENT. Customer shall assure that Service-related data processing, transmission and communications equipment and software, including that which any Data Recipient may use to receive and use any Service, are arranged and protected so that, so far as reasonably possible, no person can have unauthorized access to NYSE Data Products.

(b) SECURITY BREACHES AND REVISION. Customer shall assure that the security safeguards that Exhibit A describes are enforced. If, in its sole discretion, NYSE determines that one or more persons have unauthorized access to NYSE Data Products, Customer shall, in accordance with Paragraph 7, take all steps necessary to alter the security safeguards and the manner of its receipt or transmission of NYSE Data Products so as to preclude the unauthorized access. Customer shall provide NYSE with such evidence as NYSE may request regarding the adequacy of those steps. If NYSE determines those steps to be inadequate,

Customer shall promptly comply with any writing instructing Customer to discontinue transmitting NYSE Data Products by the inadequately-safeguarded means.

(c) INSPECTION. Customer shall assure that any person authorized in writing by NYSE has access, at any reasonable time, to any premises of Customer or any person to whom Customer provides NYSE Data Products. In the presence of officials in charge of the premises, the authorized person may (i) examine any component of equipment and software used for the purposes of this Agreement and located at the premises and (ii) observe the use of NYSE Data Products and all operations located or conducted at the premises, but solely to monitor compliance with this Agreement. This Paragraph 8(c) does not require Customer to disclose any proprietary information other than as Exhibit A discloses.

#### 9. COOPERATION AS TO UNAUTHORIZED RECEIPT

(a) PREVENTION AND DISCOVERY. Customer shall use best efforts to assure that no "Unauthorized Recipient" obtains NYSE Data Products from Customer or from equipment and software that Customer uses for the Services. As to any NYSE Data Products, an "Unauthorized Recipient" is any person other than a Data Recipient in its authorized access to that NYSE Data Products. If an Unauthorized Recipient does so obtain NYSE Data Products, Customer shall use its best efforts to ascertain the source and manner of acquisition, shall fully and promptly brief NYSE, and shall promptly pay the applicable amounts described in Paragraph 10. Customer shall otherwise cooperate and assist in any investigation relating to any unauthorized receipt of NYSE Data Products made available pursuant to this Agreement.

(b) CUSTOMER COOPERATION AND ASSIGNMENT. NYSE may sue or otherwise proceed against any Unauthorized Recipient, including suing or proceeding to prevent the Unauthorized Recipient from obtaining, or from using, any NYSE Data Products that it makes available. If NYSE institutes any suit or other proceeding against the Unauthorized Recipient, Customer, unless made a defendant in the suit or proceeding,

(i) shall assure that it cooperates with and assist NYSE in the suit or proceeding in all reasonable respects, provided that NYSE reimburses Customer for reasonable out-of-pocket expenses; and

- (ii) if NYSE so elects in writing, shall assure that all of Customer's right, title and interest in the suit or proceeding and in its subject matter will be assigned to NYSE.

If NYSE elects the assignment, it shall indemnify, hold harmless and defend Customer against any cost, liability or expense (including reasonable attorneys' fees) that arises out of or results from the suit or proceeding.

(c) THIRD PARTY SUITS AGAINST CUSTOMER. If any person brings a suit or other proceeding to enjoin Customer from refusing to furnish any NYSE Data Products to any Unauthorized Recipient, Customer shall promptly notify NYSE. NYSE may intervene in the suit or proceeding in the name of Customer and, through counsel chosen by NYSE, may assume the defense of the action on behalf of Customer. NYSE shall indemnify, hold harmless and defend Customer against any loss, liability or expense (including reasonable attorneys' fees) that arises out of or results from the suit or proceeding.

(d) WITHDRAWAL OF RECIPIENT APPROVAL. If NYSE notifies Customer in writing that it has terminated the right of any authorized recipient to receive any NYSE Data Product or information contained in or derived from any NYSE Data Product, Customer (i) shall cease furnishing that NYSE Data Product or information to the person as soon as possible, but in any event no more than five business days of the notice and (ii) shall, within ten business days, confirm the cessation, and inform NYSE of the cessation date, by notice to NYSE.

(e) CUSTOMER INDEMNIFIED. If Customer refuses to furnish, or to continue to furnish, to any person any Data Product solely because NYSE has notified Customer in writing that it does not authorize, or no longer authorizes, the person to receive that NYSE Data Product, NYSE shall indemnify, hold harmless and defend Customer from and against (i) any suit or other proceeding that arises from the refusal and (ii) any liability, loss, cost, damage or expense (including reasonable attorneys' fees) that Customer incurs as a result of the suit or proceeding. NYSE shall have sole control of the defense of any such suit or proceeding and of all negotiations for its settlement or compromise. Customer's prompt notice to NYSE of any such suit or proceeding is a condition to Customer's rights under this Paragraph 9(e). Those rights do not apply when Customer ceases to furnish NYSE Data Products to a person, or in a manner, not authorized by NYSE.

## 10. PAYMENTS

(a) GENERAL CHARGES. Customer shall pay NYSE in United States dollars the applicable charge(s) from time to time in effect, including any fees attributable to its Data Recipients pursuant to NYSE's fee structure. Customer shall pay the fees that are attributable to the receipt and use of NYSE Data Products by its Data Recipients unless Customer exercises the following election. Customer may elect to have NYSE assess those Data Recipient charges directly on Data Recipients rather than on Customer. To make that election, Customer must provide NYSE with advance written notice of the election. Customer understands and acknowledges that making the election is likely to impose additional reporting requirements on Customer and to subject Customer to administrative charges.

Customer further understands and acknowledges that the monthly fee for a NYSE Data Product applies for an entire calendar month, beginning as of the first day of the month in which Customer commences to receive the NYSE Data Product and ending as of the last day of the calendar month in which Customer ceases to receive the NYSE Data Product.

Customer shall pay any amounts due in accordance with such procedures, and within such time parameters, as NYSE may specify from time to time and shall pay any applicable tax (excluding any income tax imposed on NYSE in respect of any such amount). NYSE will provide Customer with 30 days' notice of any increases in the NYSE Data Product charge(s) payable by Customer, but may effect a decrease in those fees without notice.

(b) FEES FOR EARLIER MONTHS' DATA - Payment of the applicable monthly fee for any NYSE Data Product that NYSE makes available entitles Customer to have access to that NYSE Data Product's information for that month. Customer shall not have access to NYSE Data Product information for any earlier month except insofar as Customer pays for that earlier month's information.

(c) FEE DETERMINATIONS - NYSE shall determine the applicability of NYSE Data Product fees to any use or redistribution of a NYSE Data Product. This includes, among other things, determinations as to whether:

- (i) Customer's manipulation of data included within a NYSE Data Product creates a product other than a NYSE Data Product;
- (ii) Customer's displays qualify as "Controlled Displays;"
- (iii) Data Recipients are using, manipulating or redistributing data included in NYSE Data Products in a fee-liable manner; and
- (iv) Customer's use of data included within a NYSE Data Product qualifies as a "Limited Extract."

(d) CHARGES FOR UNAUTHORIZED RECEIPT. If NYSE notifies Customer that it has determined in its sole discretion that Customer has made any unauthorized or unreported provision or use of NYSE Data Products made available to Customer under this Agreement (including the improper receipt described in Paragraph 10(f)), Customer shall pay:

- (i) any applicable charge(s) that would have been imposed on Customer, a Data Recipient or an Unauthorized Recipient in respect of a provision or use, whether by Customer or by a Data Recipient or Unauthorized Recipient, had it been authorized or reported; and
- (ii) an administrative fee equal to ten percent of those charges.

Customer's payment obligations apply regardless of whether a person responsible for an unauthorized provision or use received the NYSE Data Products from Customer directly or from a person in the chain of dissemination that began with an unauthorized provision or use by Customer. NYSE reserves the right to recover punitive damages for any deliberate breach of good faith and the like.

(e) INTEREST ON UNPAID AMOUNTS. If Customer has not paid any amounts payable pursuant to Paragraph 10(a) within the applicable time parameters, Customer shall pay interest on the unpaid amount. That interest begins to accrue on the 31st day after the payment's due date. Customer shall also pay interest in respect of amounts payable pursuant to Paragraph 10(d)(i). That interest begins to accrue as of the date on which the amount would have been payable had the provision or use of NYSE Data Products been properly authorized or reported. The interest payable under this Paragraph 10(e) will equal the

lesser of (i) one and one-half percent per month and (ii) the maximum rate of interest that applicable law permits.

(f) SUBROGATION AND RETURNS. If Customer has paid all amounts due in respect of any Unauthorized Recipient (i) Customer becomes subrogated to all rights of NYSE to recover amounts from the Unauthorized Recipient and (ii) NYSE will return to Customer any amounts subsequently received from the Unauthorized Recipient, less any associated collection and administrative expenses.

(g) ONE MONTH MINIMUM COMMITMENT. Customer agrees to pay NYSE the applicable charges for use of one or more NYSE Data Products for a minimum of one month.

## 11. RECORDS AND REPORTS

(a) RECORDS MAINTENANCE AND PRESERVATION. Customer shall maintain such billing records, reports, information, subscriber agreements and other documents as NYSE may reasonably require from time to time to permit NYSE to bill for applicable charges and to monitor compliance with this Agreement. Customer shall have the ability to retrieve each such item as it applies to any NYSE-specified criterion, such as a particular Service, Data Recipient, location or account number. Customer understands and acknowledges that this record-keeping obligation may include, among other things, reports (including effective dates) for each NYSE Data Product or Package of:

- (i) the number of External Users;
- (ii) the number of recipients of Controlled Displays;
- (iii) the number of Internal Users; and
- (iv) any changes in the methodology and safeguards for Controlled Displays.

Customer shall preserve each such item for not less than three years.

(b) ACCESS TO RECORDS. During the term of this Agreement and for three years thereafter, Customer shall assure that any authorized representative of NYSE is able (i) to examine Customer's books and records relating to the Services (including, among other items, the items Customer must maintain pursuant to Paragraph 11(a)), (ii) to copy those books and

records and extract information from them and (iii) to otherwise perform any auditing functions necessary to verify Customer's compliance with this Agreement.

(c) REPORTING. NYSE may from time to time require Customer to furnish or report all or some of the items that Paragraph 11(a) requires Customer to maintain. Customer understands that NYSE may require Customer (i) to so furnish or report some or all of those items upon occurrences of specified events and/or on a periodic basis and (ii) to provide detailed summaries. At the request of NYSE, Customer shall have audited, by an independent certified public accountant satisfactory to NYSE, a list of all Data Recipients and any other reasonably requested list, report or information relating to Customer's redissemination or other use of NYSE Data Products. Customer shall comply with this Paragraph 11(c) by such methods, in such format and within such time parameters as NYSE may reasonably specify.

(d) CERTIFICATION - Periodically, NYSE may request Customer to update the information contained in Exhibit A and to certify on-line through NYSE's website ("nysedata.com") that the information regarding its License(s) and the number and type(s) of Data Recipients is timely, complete and accurate. Customer shall comply with those requests in a timely manner, not to exceed 30 days.

(e) RELIABILITY OF CUSTOMER'S RECORDS. Customer shall use its best efforts (including the insertion of appropriate terms in Customer's agreements with Data Recipients) to assure that Customer is supplied with timely, complete and accurate information so that Customer, in complying with this Paragraph 11, maintains and supplies NYSE with timely, complete and accurate information. Those efforts shall include the use of such entitlement controls as Exhibit A may describe. Customer shall assure that it has access to all required Data Recipient-related information (such as (i) the number of each Data Recipient's officers, partners and employees that have access to NYSE Data Products, (ii) the types of Services and NYSE Data Products each such person receives and (iii) the entitlement control procedures that each Data Recipient uses to prevent unauthorized receipt). NYSE recognizes that certain information is beyond Customer's control (such as information identifying Service-related equipment and software that Customer has not supplied, installed or made available). Subject to the best efforts requirement of this Paragraph 11(d), Customer's

obligations under this Paragraph 10 apply to information of this type only to the extent Customer has received it.

12. PROHIBITED USE AND PATENT INDEMNIFICATION. Customer shall indemnify, hold harmless and defend each Disseminating Party 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 the Disseminating Parties that arises out of or relates to

- (a) any use of NYSE Data Products other than as this Agreement provides by Customer, or
- (b) any claim that either any component of the equipment and software used for the purposes of this Agreement (excluding any equipment and software Customer does not supply, install or make available to, or operate or maintain for, a Data Recipient) or the manner of the use made of the component or of NYSE Data Products provided pursuant to this Agreement infringes any United States or foreign patent or copyright or violates any other property right.

NYSE's provision to Customer of 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 defense of the suit or proceeding and all negotiations for its settlement or compromise, subject to NYSE's approval of the settlement or compromise, which shall not be unreasonably withheld.

13. DATA NOT GUARANTEED. The Disseminating Parties do not guarantee the timeliness, sequence, accuracy or completeness of NYSE Data Products made available, or of other market information or messages disseminated, by any Disseminating Party. No Disseminating Party will be liable in any way to Customer or to any other person for

- (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message, or
- (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission,

(ii) non-performance, or (iii) interruption in any such data, information or message,

due either to any negligent act or omission by any Disseminating Party or to any "Force Majeure" (i.e., any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of any Disseminating Party. In addition, no Disseminating Party shall be liable for any incidental, indirect, special or consequential damages, including, but not limited to, loss of revenues or profits, even if the Disseminating Party knew or should have known of the possibility of such damages.

14. NO SPONSORSHIP. Customer shall assure that it does not represent, either directly or indirectly, that any Disseminating Party sponsors or endorses in any manner Customer, any other person, any particular use of NYSE Data Products or any equipment and software.

15. ARBITRATION. The parties shall settle any controversy or claim arising out of or relating to this Agreement, or to its breach or alleged breach, by arbitration in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) may issue injunctive and other equitable relief, but may not modify this Agreement. Either party may enter in any court having jurisdiction judgment upon any award that the arbitrator(s) render. For the purposes of so entering any such judgment, each party submits to the jurisdiction of the courts of the State of New York.

16. EFFECTIVE DATE AND TERMINATION. Upon its execution by each party, this Agreement becomes effective as of the date first above written. Upon becoming effective, this Agreement supersedes each previous agreement between the parties relating to any receipt or use of NYSE Data Products that Exhibit A describes. This Agreement continues in effect until terminated as this Paragraph 16 provides. Subject to Paragraph 4:

- (i) NYSE may terminate this Agreement as to one or more NYSE Data Products on 30 days' written notice to Customer; and

- (ii) Customer may terminate this Agreement as to one or more NYSE Data Products online by following the termination procedures set forth on NYSE's website ("nysedata.com").

In the case of Customer's termination of this Agreement as to any one or more NYSE Data Products, the termination shall become effective as of the first day of the month following the month in which the Customer completed the steps necessary for customer to effect the termination. Insofar as Customer receives access to Transmission Facilities by means of one or more interfaces with one or more intermediaries, this Agreement terminates as to that access immediately upon written notice from NYSE that it no longer approves the interface(s). Paragraphs 9, 10, 11, 12, 13 and 15 survive the termination of this Agreement in general or as to any NYSE Data Product.

17. PROVISION OF SERVICE TO NYSE. Upon request by NYSE, Customer shall provide to NYSE, free of charge, one subscription to such one or more of Customer's Services as the request may identify, together with any software or equipment necessary to receive, display or communicate the Service(s). NYSE shall use such subscriptions solely for purposes of demonstrating the Service(s) and monitoring Customer's compliance with this Agreement.

#### 18. MISCELLANEOUS

(a) ENTIRE AGREEMENT. Exhibit C, if any, contains additional provisions applicable to any non-standard aspects of Customer's receipt and use of NYSE Data Products. This Agreement incorporates Exhibit C. This writing, Exhibit A, Exhibit B and Exhibit C contain the entire agreement between the parties in respect of their subject matter. No oral or written collateral representation, agreement or understanding exists except as this Agreement may otherwise provide.

(b) MODIFICATIONS. NYSE may modify this Agreement at any time by providing written notice to Customer describing the modification no less than 30 days prior to the effective date of the modification. If any such modification is unacceptable to Customer, Customer may, within 30 days of the date of NYSE's notice, cancel this Agreement online as set forth in Paragraph 16 of this Agreement. Customer's continued receipt of one or more NYSE Data Products after the effective date of any such modification shall constitute its acknowledgement and agreement to the modification. Subject to Paragraphs 7 and 11(d),

Customer may not otherwise modify this Agreement except pursuant to a writing signed by or on behalf of NYSE.

(c) ASSIGNMENTS. Customer may not assign this Agreement, in whole or in part, without the written consent of NYSE.

(d) INDIRECT ACTS PROHIBITED. In prohibiting Customer from doing any act, this Agreement also prohibits Customer from doing the act indirectly (e.g., by causing or permitting another person to do the act).

(e) REASONABLENESS STANDARD. This Agreement requires or authorizes NYSE to provide notices and approvals, to make requests and determinations, to impose and specify requirements, and otherwise to act, in respect of a variety of matters. NYSE shall perform those acts in a reasonable manner.

(f) GOVERNING LAW. The laws of the State of New York govern this Agreement, without regard to the principles of conflicts of law. It shall be interpreted in accordance with those laws. The parties agree to the exclusive jurisdiction of any state or federal court of competent jurisdiction in the State of New York sitting in the City and County of New York and waive any objection based on venue or forum non conveniens with respect to any action institutes in any such court, and agree that any dispute concerning the relationship between the parties or the conduct of any party in connection with this Agreement or otherwise shall be heard only in the courts described above.

(g) INDEPENDENT CONTRACTOR. The parties understand and acknowledge (i) that nothing in this Agreement constitutes either of the parties as members of any partnership, joint venture, association or similar arrangement, and (ii) that this Agreement does not establish a franchise arrangement between the parties. The parties shall at all times be considered independent contractors.

19. NOTICES. Customer shall furnish any notice, description, report or other communication relating to this Agreement in writing or by such other means (e.g., by electronic mail) as NYSE may specify. The address of each party for all written communications relating to this Agreement is:

Customer (as set forth in Exhibit A)

New York Stock Exchange, Inc.  
11 Wall Street, 21<sup>st</sup> Floor  
New York, New York 10005  
Attention: Proprietary Data Products

Customer may change its address by notice to NYSE. NYSE may change its address by notice to Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

CUSTOMER

\_\_\_\_\_  
(Name of Customer)

By: \_\_\_\_\_  
Name:  
Title:  
Date:

NEW YORK STOCK EXCHANGE, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

AGREEMENT FOR RECEIPT, USE AND REDISTRIBUTION OF  
NYSE DATA PRODUCTS: DEFINITIONS

20. DEFINITIONS

(a) "Access Charge" means NYSE's monthly charge for Customer to gain access to a NYSE Data Product. The NYSE Data Product price chart indicates the amount of the Access Charge for each NYSE Data Product.

(b) "Controlled Display" means a display of all or part of a NYSE Data Product that the Customer delivers to an External User or Internal User in a manner that prevents the External User or Internal User from readily manipulating the data contained in the products or from readily redistributing the products to others. NYSE in its sole discretion shall determine whether a display qualifies as a "Controlled Display." If a person can apply software to a display and thereby export data from the display (such as with API or DDE software), the display will not qualify as a Controlled Display.

(c) "Data Recipient" means any person that is authorized in accordance with Paragraph 6 to receive one or more NYSE Data Products from Customer pursuant to this Agreement.

(d) "Derivative Summary" means a summary piece of a single type of information that NYSE makes available as part of its NYSE Data Products. Examples of "Derivative Summaries" include total daily trading volume and the average trade price of a share for a particular period.

(e) "Disseminating Party" means NYSE, any facilities manager or other person or entity that assists NYSE in making NYSE Data Products available, each person or entity that serves as a source of any information included in NYSE Data Products, each of their respective directors, governors, officers, employees and affiliates, and each director, officer and employee of each such affiliate.

(f) "External Display License" means a license that entitles Customer to provide Controlled Displays to External

Users. The NYSE Data Product price chart indicates the number of Data Recipients to whom Customer may provide Controlled Displays under a single External Display License.

(g) "External Use License" means a license that entitles Customer to redistribute a NYSE Data Product to a prescribed number of External Users. Whereas an External Display License only allows Customer to provide Controlled Displays to External Users, an External Use License permits Customer to provide a NYSE Data Product to External Users in a manner that allows the External Users to manipulate the data that the NYSE Data Product contains. The NYSE Data Product price chart indicates the number of External Users to whom Customer may provide a NYSE Data Product under a single External Use License.

(h) "External User" means a Data Recipient that is not an Internal User and that receives one or more NYSE Data Products from Customer.

(i) "Internal Display License" means a license that entitles Customer to provide Controlled Displays to Internal Users. The NYSE Data Product price chart indicates the number of Internal Users to whom Customer may provide Controlled Displays under a single Internal Display License.

(j) "Internal Use License" means a license that entitles Customer to allow a prescribed number of Internal Users to receive a NYSE Data Product and to use and manipulate the data contained in that product. The NYSE Data Product price chart indicates the number of persons authorized to so receive, use and manipulate a NYSE Data Product under a single Internal Use License.

(k) "Internal User" means any of Customer's directors, officers, partners or employees.

(l) "License" means an External Use License, an External Display License, an Internal Use License, or an Internal Display License.

(m) "Limited Extracts" means such limited portions of NYSE Data Products as NYSE, acting in its sole discretion, may determine to allow Customer to furnish to Customer's clients and customers. Examples of Limited Extracts may include a Derivative Summary or information regarding a single stock.

(n) "NYSE Data Products" means such notices, lists, circulars, memoranda, data, messages, releases, files, and other types of securities industry-related information as NYSE may from time to time determine to make available for the purposes of its NYSE Data Products services and all information contained in those materials. Exhibit sets forth the NYSE Data Products that Customer receives pursuant to the Agreement for Receipt, Use and Distribution of NYSE Data Products to which this Exhibit B is attached.

(o) "Open" with respect to a License means a license that entitles Customer to distribute NYSE Data Products to any number of External Users or Internal Users, or to provide Controlled Displays to any number of Data Recipients, as the case may be. For instance, an Open External Display License entitles Customer to provide Controlled Displays to any number of Data Recipients, and an Open Internal Use License allows Customer to distribute NYSE Data Products to any number of Customer's officers, partners and employees in a manner that enables them to use and manipulate the data.

(p) "Package" means a combination of two or more NYSE Data Products that NYSE makes available for internal use within Customer's organization in a single package of products for a single charge. The NYSE Data Product price chart indicates the combinations of NYSE Data Products that comprise a Package.

(q) "Person" means a natural person or proprietorship, or a corporation, partnership or other organization.