

AGREEMENT FOR RECEIPT AND USE  
OF MARKET DATA; ADDITIONAL PROVISIONS

21. “CLICK-ON” AGREEMENTS

(a) SCOPE - The Agreement and Exhibit A require Customer to enter into contracts with its subscribers for the benefit of the Authorizing SROs. This Paragraph 21 applies insofar as Exhibit A allows Customer to satisfy that obligation by means of on-line contracts to which the subscriber manifests its assent by means of “clicking” an appropriate space on a computer screen (a “Click-On Agreement”); provided, however, that, subsequent to the effective date of this Paragraph 21, Customer may not so use a Click-On Agreement for the benefit of the Authorizing SROs insofar as a subscriber enters into written agreements (i.e., on paper) for Customer’s benefit contemporaneously with the subscriber’s determination to receive Market Data from Customer.

(b) AUTHORIZATION - Customer may fulfill its obligation to have its subscribers enter into agreements for the benefit of the Authorizing SROs by means of a Click-On Agreement, subject to the indemnification provisions set forth in Paragraph 21(c) below and the following conditions:

- (i) NYSE must have approved the form and content of, and manner of entry into, the Click-On Agreement, and any change to that form, content and manner of entry, prior to its use.
- (ii) Customer must maintain a hard copy of each NYSE-approved Click-On Agreement and careful records as to the scope of use of each such agreement. Those records (“Click-On Agreement Records”) must indicate with precision exactly to which agreement each subscriber manifested its assent, the precise manner in which each subscriber manifested its assent and the effective dates of the Click-On Agreement and of any updated or revised versions.
- (iii) Upon request from NYSE, Customer must provide to NYSE:
  - (A) a hard copy of each Click-On Agreement that it uses in connection with its provision of the Services, including any revised version;
  - (B) a description of the scope of use of, and manner of entry into, each such agreement; and
  - (C) access to all Click-On Agreement Records.
- (iv) Customer must prevent the subscriber from having the ability to manifest its assent to the Click-On Agreement unless all of the agreement’s terms and conditions have first appeared on the computer screen.

(c) INDEMNIFICATION - Customer shall defend and indemnify the Authorizing SROs, and hold the Authorizing SROs harmless, from and against any suit or other proceeding at law or in equity, claim, liability, direct or indirect loss, cost, damage, lost profits or expense (including attorneys' fees) incurred by or threatened against the Authorizing SROs that arises out of or relates to the unenforceability of a Click-On Agreement due to the manner in which the subscriber manifests its assent to the terms and conditions of the Click-On Agreement. 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 for compromise.

(d) APPLICABILITY OF AGREEMENT - Terms defined in the Agreement shall have the same meaning in this Paragraph 21. Except as this Paragraph 21 may otherwise provide, all terms and conditions of the Agreement shall govern this Paragraph 21. In particular, the parties recognize and understand that clause (iii) of Paragraph 5(b) of the Agreement and the provisions of paragraph 5 (b) that apply to that clause govern Customer's use of Click-On Agreements. In the event of a conflict between the Agreement and this Paragraph 21, this Paragraph 21 shall govern.

(e) TERMINATION OF PARAGRAPH 21 - If NYSE, in its sole discretion, determines that statutory or common law have deemed, or are likely to deem, Click-On Agreements to be unenforceable, it may so notify Customer. Customer shall cease to allow subscribers to enter into Click-On Agreements within 24 hours of Customer's receipt of that notice and this Paragraph 21 shall then terminate; provided, however, that, as to any subscriber that has manifested assent to the Click-On Agreement prior to that determination, Customer may continue to provide one or more Services to that subscriber until 90 days after Customer's receipt of that notice. Customer may provide one or more Services to that subscriber thereafter only if the subscriber has entered into a written agreement suitable to NYSE.

ACCEPTED AND AGREED:

CUSTOMER

NEW YORK STOCK EXCHANGE, INC.

acting in the capacities

Paragraph 12 of the Agreement

describes

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

By:\_\_\_\_\_

Name:

Title:

Date:

By:\_\_\_\_\_

Name:

Title:

Date: