

**AGREEMENT FOR RECEIPT AND USE OF CONSOLIDATED  
NETWORK A DATA AND NYSE MARKET DATA: ADDITIONAL  
PROVISIONS**

**21. CABLE BROADCASTS**

(a) SCOPE - This Exhibit C applies insofar as Exhibit A describes the provision of real-time Network A ticker displays of last sale prices and index values (the "Cable Broadcast Services") over Customer's cable network.

(b) SHARING OF RESEARCH - Customer and NYSE shall meet periodically to discuss the results, progress and status of the Cable Broadcast 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.

(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 Cable Broadcast Services as Exhibit A describes. However, Customer shall cause its Cable Broadcast Services displays of Market Data conspicuously to display or announce the following message:

The securities markets (1) reserve all rights to the market data that appears over the ticker display, (2) do not guarantee that data and (3) 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) FREQUENCY OF MESSAGE - Customer shall assure that the display or announcement of the message is clearly legible or audible and is effected in a manner that makes the recipients of the Service reasonably likely to receive it. Among other things, this means that Customer shall display or announce the message no less frequently than three times a day or at such more frequent intervals as the parties may from time to time reasonably agree. Those transmissions shall include one at the beginning of the trading day, one during the middle of the trading day and one at the end of the trading day.

## (d) CABLE BROADCAST SERVICES CHARGES

(i) AMOUNTS – In addition to the applicable charge(s) payable by Customer pursuant to Paragraph 10 (if any), Customer shall pay to the NYSE for the purposes of the Cable Broadcast Services \$2.00 per month per one thousand Customer households penetrated, plus any applicable tax. For the purposes of this Exhibit C, "households penetrated" shall refer to the number of television households that can receive Customer's programming. Customer shall so pay those amounts in accordance with the payment terms and conditions that Paragraph 10 imposes.

(ii) DETERMINATION OF HOUSEHOLD METRIC – Subject to clause (iii) of this Paragraph 21(d), the parties shall determine the number of Customers households penetrated as follows:

- (A) as for payments in respect of the months of January through June of any calendar year, the parties will use the number of Customer households penetrated as of the end of September of the preceding calendar year; and
- (B) as for payments in respect of the months of July through December of any calendar year, the parties will use the number of Customer households penetrated as of the end of March of that calendar year.

The number of Customer households penetrated as of the end of any September or March refers to:

- (X) the number of Customer households penetrated as of the end of that month as published in the *Nielsen Cable National Audience Demographic Report* (the "Nielsen Report"); or
- (Y) if the Nielsen Report does not publish the number of Customer households penetrated for the end of a particular September or March, but has published the figure for any one or more of the six months preceding that September or March, the last Nielsen Report-published number of Customer households

penetrated prior to that September or March; or

- (Z) if the Nielsen report has not published the number of Customer households penetrated for more than six month prior to a particular September or March, the number of Customer households penetrated as of the end of that September or March that Customer reports to NYSE.

Insofar as the parties use the Nielsen Report to determine the number of Customer households penetrated pursuant to clauses (X) or (Y), that number shall be represented as a percentage of the current Nielsen Report television household estimates. Insofar as Customer is required to report the number of Customer households penetrated to NYSE pursuant to clause (Z), Customer shall do so within two months of the end of each September and March. NYSE may endeavor to verify the accuracy of the Customer-reported number of Customer households penetrated and if NYSE disagrees with Customer's figure, Customer and NYSE shall work together in good faith to arrive at a mutually agreeable figure. In the absence of any such resolution, the parties shall base a month's fees upon the number of Customer households penetrated that the parties used to determine the prior month's fees.

ACCEPTED AND AGREED

[NAME OF CABLE BROADCASTER]

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

Name:

Title:

Date:

NEW YORK STOCK EXCHANGE LLC  
 acting in the capacities  
 Paragraph 12 describes

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

Name:

Title:

Date: