

EXHIBIT C

**AGREEMENT FOR RECEIPT AND USE OF MARKET DATA:
ADDITIONAL PROVISIONS
For distribution using a Digital Media Service**

21. DIGITAL MEDIA

(a) SCOPE - This Exhibit C applies only insofar as an Exhibit A permits Customer to make Market Data available to its customers and clients for viewing via television, websites or mobile devices, or another NYSE-approved data distribution technology (each, a "Means of Access"), as Exhibit A describes (the "Digital Media Service"). Market Data products that are available for distribution using a Digital Media Service shall be referred to herein as "Digital Media Products."

(b) AUTHORIZATION - Exhibit A describes Customer's receipt of the applicable Digital Media Product(s) and Customer's distribution of same. The Digital Media Products shall constitute "Other Market Information" for all purposes of the Agreement and its exhibits. Customer may use the Digital Media Products and may provide displays of the Digital Media Products via television, the internet, or mobile device, 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.

Customer's provision of the Digital Media Services shall constitute "Subscriber Services" under the Agreement.

(c) EXCULPATORY MESSAGE - Clauses (i) and (ii) of Paragraph 5(b) of the Agreement shall not apply to Customer's provision of the Digital Media Service as Exhibit A describes. However, Customer shall not provide the Digital Media 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:

NYSE, NYSE Arca LLC, and NYSE MKT LLC reserve all rights to the securities information that [INSERT NAME OF CUSTOMER] makes available to you. You understand and acknowledge that

such securities information does not reflect trading activity on markets other than NYSE, NYSE Arca, or NYSE MKT, as applicable, and are intended to provide you with a reference point only, rather than as a basis for making trading decisions. None of [INSERT NAME OF CUSTOMER, NYSE, NYSE Arca LLC, and NYSE MKT LLC guarantee such information nor shall any of them be liable for any loss due either to their negligence or to any cause beyond their reasonable control. Any redistribution of such information is strictly prohibited.

(d) NO TRADING OR ORDER-ROUTING FUNCTIONALITY - Customer shall not provide the Digital Media Service 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 Digital Media Product by:

- i. placing the text "NYSE Data," "NYSE Arca Data," or "NYSE MKT Data," as applicable, in close proximity to the display of such Digital Media Product or subset of same; or
- ii. complying with such other identification requirement as NYSE may approve in writing in advance.

(f) INDEMNIFICATION - Customer shall indemnify, hold harmless and defend NYSE and its affiliates 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, any of them 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 Digital Media Service 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.

ACCEPTED AND AGREED

[NAME OF CUSTOMER]

By: _____
Name:
Title:
Date:

NEW YORK STOCK EXCHANGE LLC

By: _____
Name:
Title:
Date: