

**AGREEMENT FOR RECEIPT AND USE  
OF MARKET DATA; ADDITIONAL PROVISIONS**

21. CUSTOMER PAYMENT FOR SUBSCRIBER SERVICES

(a) SCOPE - As Exhibit A specifies, Customer, rather than Subscribers, shall pay to NYSE the charge(s) from time to time in effect for the Subscribers' receipt and use of Market Data that is included in certain Subscriber Services ("Customer-Payment Services"). This Exhibit C applies to that Customer payment obligation and to Customer's provision of Customer-Payment Services.

(b) APPLICABILITY OF AGREEMENT - Terms defined in the Agreement shall have the same meaning in this Exhibit C. Except as this Exhibit C may otherwise provide, all terms and conditions of the Agreement shall govern this Exhibit C. In particular, the parties recognize and understand that (i) Paragraph 10 of the Agreement governs Customer's obligations to pay for Customer-Payment Services and (ii) 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 Exhibit C, this Exhibit C shall govern.

22. PAYMENTS FOR CUSTOMER-PAYMENT SERVICES

(a) PAYMENT RESPONSIBILITY - Customer hereby assumes all responsibility for payments due to NYSE of the applicable charge(s) from time to time in effect in respect of Subscribers' receipt and use of Market Data through Customer-Payment Services. Customer understands, acknowledges and agrees that its payment obligations under the preceding sentence shall apply regardless of Customer's success or failure in collecting any "exchange fees" or other amounts due to Customer from its Subscribers.

(b) POLICIES AND PROCEDURES - Customer's payment obligation under Paragraph 22(a) is subject to all provisions of the Agreement governing Customer's payment obligations and to NYSE's policies and procedures governing (i) Customer-Payment Services and (ii) the calculation and assessment of fees and charges, as those policies and procedures are set forth on NYSE's website at [www.NYSEdata.com](http://www.NYSEdata.com). NYSE shall give Customer no less than 30 days' written notice (including by fax or electronic mail) of any change to those policies and procedures. Customer may elect to terminate the effectiveness of this Exhibit C after receipt of any such notice by delivering to NYSE a written notice of that termination by no later than the effective date of the change in the policy or procedure. This Exhibit C shall terminate 30 days after NYSE's receipt of the notice and NYSE shall not impose on Customer any change in its policies or procedures prior to the termination date.

23. CUSTOMER CHOICE OF SUBSCRIBER AGREEMENTS - Paragraph 5(b)(i) of the Agreement prevents Customer from providing certain Subscriber Services that are not Customer-Payment Services to a Subscriber unless NYSE has notified Customer that the Subscriber has entered in to an appropriate agreement with NYSE. In respect of Customer-Payment Services, Customer may choose to provide Customer-Payment Services to a Subscriber under either of the following arrangements:

- (i) NYSE has notified Customer that the Subscriber has entered into an appropriate agreement with NYSE;
- (ii) the Subscriber has agreed to comply with terms and conditions of an agreement that afford the Authorizing SROs the third-party beneficiary rights described below ("Customer-Subscriber Agreement").

The Customer-Subscriber Agreement may take the form of (i) an addendum to Customer's agreement with a Subscriber, (ii) a manually signed agreement between Customer and Subscriber, or (iii) subject to Paragraph 24, a "Click-On Agreement" (as defined below). Customer shall not use any such addendum, manually signed agreement or Click-On Agreement, and shall not modify any such addendum or agreement, unless NYSE has approved the addendum, agreement or modification prior to its use

24. CLICK-ON SUBSCRIBER AGREEMENTS

(a) SCOPE - The Agreement, Exhibit A and this Exhibit C permit Customer to enter into contracts with its subscribers for the benefit of the Authorizing SROs. For the purposes of the Customer-Payment Services and subject to the conditions set forth in Paragraph 24(b), this Paragraph 24 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” one or more appropriate spaces on a computer screen (a “Click-On Agreement”).

(b) AUTHORIZATION - Customer may fulfill its obligation to have its Subscribers enter into Customer-Subscriber Agreements by means of a Click-On Agreement, subject to the provisions set forth in Paragraph 24(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 modification 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) TERMINATION OF RIGHT TO USE CLICK-ON AGREEMENTS - 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 24 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.

25. THIRD-PARTY BENEFICIARY STATUS - Customer understands and acknowledges that each Customer-Subscriber Agreement provides that:

- (a) the Authorizing SROs are third-party beneficiaries under that agreement;
- (b) as third-party beneficiaries, the Authorizing SROs may enforce that agreement against the executing Subscriber or any person that gains access to, or uses, Market Data other than as that agreement contemplates; and
- (c) the Subscriber shall pay the reasonable attorneys’ fees that any Authorizing SROs may incur in so enforcing that agreement.

If one or more Authorizing SROs determine to enforce their third-party beneficiary rights under a Customer-Subscriber Agreement, Customer shall cooperate and assist in the action and in any research or investigation related to that enforcement of rights. This Paragraph 25 shall survive any termination of the Agreement or this Exhibit C.

26. VENDOR COOPERATION. Promptly after NYSE notifies Customer of an NYSE action that may affect Subscriber's receipt and use of market data (such as if NYSE were to change the period after which last sale prices cease to be "Market Data," consent to the assignment of the Customer-Subscriber Agreement or notify Customer of equipment-protection requirements applicable to the Subscriber), Customer shall notify the Subscriber of NYSE's action. If the Subscriber notifies Vendor of any installation on enclosed portions of the premises to which the public has access in accordance with the Vendor-Subscriber Agreement, Vendor shall promptly inform NYSE of the installation.

27. 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:

- (a) 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; or
- (b) the unenforceability of the Authorizing SROs' third-party beneficiary rights under any Customer-Subscriber 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. This Paragraph 25 shall survive any termination of the Agreement or this Exhibit C.

28. SYSTEM AUDIT - Customer shall have an independent third party that NYSE has approved or its internal audit department conduct an audit of Customer's systems and procedures within six months of the effective date of this Exhibit C to assure compliance with the terms and conditions of this Exhibit C (a "Compliance Audit") and shall provide the results of that audit to NYSE within 30 days of Customer's receipt of the audit. Thereafter, Customer shall conduct a Compliance Audit annually and must be submit it to NYSE by December 31st of each year. Customer shall submit any Compliance Audit that its internal audit department has performed only if Customer's Chief Compliance Officer, a member of Customer's Audit Committee or an individual that NYSE deems acceptable has signed the audit and its findings.

29. RESALE CERTIFICATE AND EFFECTIVE DATE - If Customer is located in a jurisdiction that requires a resale certificate in order to exempt NYSE from any sales, use or other tax that the jurisdiction imposes in respect of Customer's receipt and use of Market Data, Customer shall provide to NYSE a valid resale certificate. Customer's rights under this Exhibit C shall not commence until NYSE receives the resale certificate. Customer shall assure that the resale certificate remains valid throughout the term of this Exhibit C. This Exhibit C shall terminate upon the invalidity of the resale certificate.

ACCEPTED AND AGREED:

CUSTOMER

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

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

By: New York Stock Exchange LLC

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

Name:  
Title:  
Date:

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

Name:  
Title:  
Date: