

CMT User Agreement for FINRA/NYSE TRF Subscribers

NYSE ArcaSM CMT Authorization

NYSE Arca Equities Inc. ("NYSE Arca"), on behalf of the Business Member of the FINRA/NYSE Trade Reporting Facility LLC ("TRF"), agrees to provide access to its Client Management Tool ("CMT") to the company set forth below ("Company").

General Information

Firm Name: _____
Business Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____ CRD #: _____

CMT User

First/Last Name: _____
Email Address: _____
 CMT Read Only
 CMT User (Read / Cancel) Specify MPID(s) _____

CMT User

First/Last Name: _____
Email Address: _____
 CMT Read Only
 CMT User (Read / Cancel) Specify MPIDs : _____

CMT User*

First/Last Name: _____
Email Address: _____
 CMT Read Only
 CMT User (Read / Cancel) Specify : _____

*If additional users are required, please attach multiple copies of this form.

Authorization and Acceptance

By (Signature) _____
Name: _____
Title: _____
Phone: _____
Email Address: _____
Date: _____

Completed CMT User Agreement and Authorization forms (all pages) should be returned via email to crs@nyx.com.

Terms of Use

1. **Governing Agreements.** Company acknowledges and agrees that (i) its use of CMT is governed by the Terms of Use set forth herein and Company's TRF Subscriber Service Agreement with TRF.
2. **CMT Users.** Company acknowledges and agrees that only the individuals listed in this agreement may access and use CMT on its behalf (each a "CMT User"). Company shall immediately notify NYSE Arca if a CMT User has left the Company or is no longer authorized to use CMT ("Notification"). Notifications should be sent via email to crs@nyx.com. Company is responsible for any acts of a CMT User until Notification has been provided to NYSE Arca.
3. **General Legal Information.** Any information displayed or transmitted via CMT is for informational purposes only. None of the information contained on CMT constitutes a solicitation, offer, opinion or recommendation by NYSE Arca to buy or sell any securities or other financial instruments or to provide legal, tax, accounting or investment advice or services regarding the suitability or profitability of any security or investment. NYSE Arca (i) makes no recommendation regarding the merit of any trade or security referenced in CMT or the purchase or sale of any security (ii) does not endorse or sponsor any company set forth in the CMT.
4. **Proprietary rights.** Company acknowledges and agrees that, except as expressly provided in this agreement, as between NYSE Arca and Company, CMT and the content within CMT and any and all modifications, enhancements or derivatives thereof, are reserved to NYSE Arca and are, or may be, protected by copyrights, trademarks, service marks, or other proprietary rights.
5. **License.** As long as Company complies with the terms and conditions of this agreement, NYSE Arca grants to Company a non-exclusive, non-sublicensable and non-transferable right and license to use the CMT remotely via the Internet during the term solely for Company's internal use.
6. **Restrictions on use.** CMT may be used by Company solely for the individuals identified herein. No other use of CMT shall be made by Company. Company shall not itself or allow any other party to: copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, adapt, modify, sublicense, transfer, or grant any right in CMT or the information contained therein; except that Company may during the term download material from CMT and make print copies for Company's internal use.
7. **Company Obligations.** Company represents and warrants that: (i) Company is empowered with the full right and authority to enter into this agreement and to do all things that will be required by this agreement;(iii) Company will not use CMT or any information contained therein in any manner which is in violation of any law or governmental regulation applicable to it; and (iv) Company will comply with all laws, rules, regulations and contractual obligations in connection with its use of CMT.
8. **Indemnification.** Company shall indemnify, defend and hold harmless NYSE Arca and TRF from all costs, damages, expenses, including reasonable attorneys' fees, and liabilities arising out of or related to Company's breach of its obligations hereunder or use of CMT.
9. **Disclaimer of Warranty.** **CMT AND ANY INFORMATION PROVIDED IN CONNECTION THEREWITH IS PROVIDED ON AN "AS IS" BASIS, AND NYSE Arca AND TRF EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND A WARRANTY FOR NON-INFRINGEMENT. NYSE Arca AND TRF DO NOT WARRANT THAT CMT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT CMT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NEITHER NYSE Arca NOR TRF WARRANT OR REPRESENT THE CORRECTNESS, ACCURACY, RELIABILITY, OF CMT OR ANY DATA PROVIDED. UNDER NO CIRCUMSTANCES SHALL NYSE Arca OR TRF BE RESPONSIBLE OR LIABLE TO COMPANY OR ANY THIRD PARTY FOR (i) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF ANY DATA OR INFORMATION, (ii) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA OR INFORMATION, OR (iii) INTERRUPTION IN ANY SUCH DATA OR INFORMATION.**
10. **Limitation of liability.** IN NO EVENT SHALL NYSE Arca Or TRF SHALL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LIABILITIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF REVENUE, LOSS OF SECURITIES VALUE, LOSS OF USE, LOSS OF DATA, CLAIMS OF THIRD PARTIES OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR CMT, EVEN IF NYSE Arca OR TRF HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. NYSE Arca's AND TFR's MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES ASSOCIATED WITH THIS AGREEMENT IS FIVE HUNDRED DOLLARS.
11. **Confidentiality.** Company shall keep the terms of this agreement, information and access codes obtained in connection with its use of CMT, and CMT confidential; except that Company may disclose such confidential information to a regulator, counsel or its agents if required.

Initial: _____

12. **Suspension of Service.** Without waiving any other rights, NYSE Arca may at its sole discretion suspend access to CMT without notice to Company if any of the following events occurs: (i) Company has breached this agreement or its agreement with TRF, (ii) Company has violated a law, rule or regulation, or (iii) Company's use has, or may, in NYSE Arca's opinion, damage CMT or a related system.
13. **Term and Termination.** This agreement shall remain in effect until Company's TRF Subscriber Service Agreement with TRF is terminated. NYSE Arca may terminate this agreement upon thirty days notice to Company, or in the event that Company breaches a material obligation hereunder, immediately.
14. **Assignment.** Company may not assign this agreement or any of its rights or interests hereunder, nor delegate any obligation to be performed hereunder, without the prior written consent of NYSE Arca. This agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of Company.
15. **Notice.** Notice concerning this agreement shall be sent to NYSE Arca at 20 Broad Street, NY, NY 10005, General Counsel's Office, Attn: SVP responsible for Technology.
16. **Governing Law and Jurisdiction.** The substantive laws of the State of New York shall govern this agreement as though this agreement was entered into, and was to be entirely performed within, the State of New York. The parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act, the United Nations Convention on the Sale of Goods and the Convention on the Use of Electronic Communications in International Contracts. All claims or disputes arising out of or in connection with this agreement shall be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA.
17. **Waiver.** No provision of this agreement shall be deemed to have been waived by any act or knowledge of either party, but only by a written instrument signed by a duly authorized representative of the party to be bound thereby. Waiver by either party of any default shall not constitute a waiver of any other or subsequent default.
18. **Survival.** The provisions of this agreement that, by their nature and content, must survive the completion, rescission, termination or expiration of this agreement in order to achieve the fundamental purposes of this agreement shall so survive and continue to bind the parties.
19. **Agreement.** This agreement may be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each party. This agreement constitutes the complete understanding of the parties, and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations and understandings (whether written or oral) between the parties, with regard to the subject matter hereof.

Initial: _____