

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

21. NYSE DATA PRODUCTS

(a) SCOPE - This Exhibit C applies insofar as Customer receives, uses and redistributes "NYSE Data Products" as described in Exhibit A.

(b) DEFINITIONS

(i) "Access Charge" means NYSE's monthly charge for Customer to gain access to a NYSE Data Product. The NYSE Data Product price chart indicates the amount of the Access Charge for each NYSE Data Product.

(ii) "Controlled Display" means a display of all or part of a NYSE Data Product that the Customer delivers to an External User or Internal User in a manner that prevents the External User or Internal User from readily manipulating the data contained in the products or from readily redistributing the products to others. NYSE in its sole discretion shall determine whether a display qualifies as a "Controlled Display." If a person can apply software to a display and thereby export data from the display (such as with API or DDE software), the display will not qualify as a Controlled Display.

(iii) "Derivative Summary" means a summary piece of a single type of information that NYSE makes available as part of its NYSE Data Products. Examples of "Derivative Summaries" include total daily trading volume and the average trade price of a share for a particular period.

(iv) "External Display License" means a license that entitles Customer to provide Controlled Displays to External Users. The NYSE Data Product price chart indicates the number of Data Recipients to whom Customer may provide Controlled Displays under a single External Display License.

(v) "External Use License" means a license that entitles Customer to redistribute a NYSE Data Product to a prescribed number of External Users. Whereas an External Display License only allows Customer to provide Controlled Displays to External Users, an External Use License permits Customer to provide a NYSE Data Product to External Users in a

manner that allows the External Users to manipulate the data that the NYSE Data Product contains. The NYSE Data Product price chart indicates the number of External Users to whom Customer may provide a NYSE Data Product under a single External Use License.

(vi) "External User" means a Data Recipient that is not an Internal User and that receives one or more NYSE Data Products from Customer.

(vii) "Internal Display License" means a license that entitles Customer to provide Controlled Displays to Internal Users. The NYSE Data Product price chart indicates the number of Internal Users to whom Customer may provide Controlled Displays under a single Internal Display License.

(viii) "Internal Use License" means a license that entitles Customer to allow a prescribed number of Internal Users to receive a NYSE Data Product and to use and manipulate the data contained in that product. The NYSE Data Product price chart indicates the number of persons authorized to so receive, use and manipulate a NYSE Data Product under a single Internal Use License.

(ix) "Internal User" means any of Customer's directors, officers, partners or employees.

(x) "License" means an External Use License, an External Display License, an Internal Use License, or Internal Display License.

(ix) "Limited Extracts" means such limited portions of NYSE Data Products as NYSE, acting in its sole discretion, may determine to allow Customer to furnish to Customer's clients and customers. Examples of Limited Extracts may include a Derivative Summary or information regarding a single stock.

(xii) "NYSE Data Products" means such notices, lists, circulars, memoranda, data, messages, releases, files, and other types of securities industry-related information as NYSE may from time to time determine to make available for the purposes of its NYSE Data Products services and all information contained in those materials. Exhibit A sets forth the NYSE Data Products that Customer receives pursuant to this Exhibit C.

(xiii) "NYSE Disseminating Party" means NYSE, any facilities manager or other person or entity that assists NYSE

in making NYSE Data Products available, each person or entity that serves as a source of any information included in NYSE Data Products, each of their respective directors, governors, officers, employees and affiliates, and each director, officer and employee of each such affiliate.

(xiv) "Open" with respect to a License means a license that entitles Customer to distribute NYSE Data Products to any number of External Users or Internal Users, or to provide Controlled Displays to any number of Data Recipients, as the case may be. For instance, an Open External Display License entitles Customer to provide Controlled Displays to any number of Data Recipients, and an Open Internal Use License allows Customer to distribute NYSE Data Products to any number of Customer's officers, partners and employees in a manner that enables them to use and manipulate the data.

(xv) "Package" means a combination of two or more NYSE Data Products that NYSE makes available for internal use within Customer's organization in a single package of products for a single charge. The NYSE Data Product price chart indicates the combinations of NYSE Data Products that comprise a Package.

(c) AUTHORIZATION - Exhibit A describes Customer's receipt, use and distribution of NYSE Data Products. NYSE Data Products shall constitute "NYSE Market Information" for all purposes of the Agreement and its exhibits. Customer may use NYSE Data Products, and may redistribute NYSE Data Products to Data Recipients, as the Agreement may permit, 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 displays of NYSE Data Products to External Users shall constitute "Subscriber Services" under the Agreement.

(d) BRANDING - Except as the Agreement or this Exhibit C may otherwise provide, this Exhibit C grants to Customer neither any right to use the NYSE name or any NYSE trademark or logo nor any other proprietary right of NYSE. Except as NYSE may otherwise specify in writing, Customer shall cause each and every transmission of NYSE Data Products (including displays containing information derived from NYSE Data Products) to

display in a reasonably prominent manner and as NYSE may from time to time specify:

- (i) NYSE copyright notices ("© [year of publication] New York Stock Exchange"); or
- (ii) other NYSE marks, logos or source notices (e.g., "nyse.com").

Customer shall comply with such other branding, mark, logo or copyright requirements as NYSE may prescribe in order to indicate that NYSE is the source of a NYSE Data Product or the data contained in any such product. Customer shall not in any way denigrate the NYSE name or NYSE marks or logos. Customer shall not manipulate a NYSE Data Product in a manner that erases or obfuscates the NYSE brand.

(e) CUSTOMER ACCESS TO PRODUCTS - Customer may gain access to one or more NYSE Data Products pursuant to the Agreement by means of internet access to an NYSE website or network or other electronic means, subject to such security measures as NYSE may establish.

(f) PASSWORD AND SECURITY.

(i) Password. NYSE shall provide Customer with a password or identification number to enable Customer to gain access to the NYSE website or network. Customer shall, and shall assure that its officers, partners and employees, have sole control or physical possession of, and sole access to, that password or identification number and shall not reveal that password or number to another person. Except with respect to an enterprise license, Customer shall assure that no single access control or entitlement is used more than once.

(ii) Security. Customer shall assure that its passwords and identification numbers are protected so that, so far as reasonably possible, no person can have unauthorized access to NYSE Data Products and the NYSE website or network. Customer shall also assure that the security safeguards are enforced. If, in its sole discretion, NYSE determines that one or more persons have unauthorized access to NYSE Data Products or the NYSE website or network, Customer shall take all necessary steps to alter the security safeguards. Customer shall immediately notify NYSE of any known or suspected unauthorized use of any password, or any known or suspected breach of security,

including loss, theft or unauthorized disclosure of any password.

(iii) Inspection. Customer shall assure that any person authorized in writing by NYSE has access, at any reasonable time, to any premises of Customer. In the presence of officials in charge of the premises, the authorized person may observe the use of NYSE Data Products and the NYSE website or network and all operations located or conducted at the premises, but solely to monitor compliance with this Agreement. This Paragraph 21(f) does not require Customer to disclose any proprietary information other than as this Agreement requires.

(iv) Prevention and Discovery. Customer shall use best efforts to assure that no unauthorized person obtains NYSE Data Products or access to the NYSE website or network from Customer. If an unauthorized person does so obtain NYSE Data Products or access to the NYSE website or network, Customer shall use its best efforts to ascertain the source and manner of acquisition and shall fully and promptly pay the applicable amounts described in Paragraph 21(q). Customer shall otherwise cooperate and assist in any investigation relating to any unauthorized access to NYSE Data Products and the NYSE website or network.

(g) SYSTEM MODIFICATION AND INFORMATION CHANGES - The notice requirement set forth in Paragraph 4 of the Agreement shall be no less than 30 days' notice in respect of NYSE Data Products. In addition to the provisions of Paragraph 4 of the Agreement, NYSE, in its sole discretion and without liability to Customer or to any other person may modify its method of making any or all NYSE Data Products available.

(h) NYSE REVIEW OF PRODUCTS' USE - NYSE may review Customer's use of NYSE Data Products and determine in its sole discretion whether the manner in which Customer is using one or more NYSE Data Products is prohibited. Upon any determination that a particular use is prohibited, Customer shall promptly terminate that use.

(i) EXHIBIT B DOES NOT APPLY - Paragraph 5(b)(ii) of the Agreement, which permits a person to receive Market Data if the person is a party to an agreement that includes the terms and conditions found in Exhibit B to the Agreement, shall not apply.

(j) INTERNAL USE LICENSE - Customer may provide NYSE Data Products and the data included in NYSE Data Products to Internal

Users pursuant to an Internal Use License. An Internal Use License entitles Customer to allow a prescribed number of Internal Users to receive a NYSE Data Product and to use and manipulate the data contained in that product. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of NYSE Data Products to Internal Users.

(k) INTERNAL DISPLAY LICENSE - Customer may make Controlled Displays available to Data Recipients pursuant to an appropriate Internal Display License. An Internal Display License entitles Customer to provide Controlled Displays to a prescribed number of Internal Users. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of Controlled Displays.

(l) EXTERNAL USE LICENSE - Customer may provide NYSE Data Products and the data included in NYSE Data Products to External Users pursuant to an appropriate External Use License. An External Use License entitles Customer to allow a prescribed number of External Users to receive a NYSE Data Product and to use and manipulate the data contained in that product. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of NYSE Data Products to External Users.

(m) EXTERNAL DISPLAY LICENSE - Customer may make Controlled Displays available to Data Recipients pursuant to an appropriate External Display License. An External Display License entitles Customer to provide a prescribed number of Controlled Displays to External Users. The NYSE Data Product price chart specifies the applicable charges for Customer's provision of Controlled Displays.

(n) TERMINATION OF LICENSE - Customer understands and acknowledges that upon the termination of a License for a NYSE Data Product, Customer may no longer distribute the NYSE Data Product, or information contained in or derived from the NYSE Data Product. This means that, after termination of the License, Customer may not distribute NYSE Data Products and information that NYSE provided to Customer during the period in which the License was in effect.

(o) REDISTRIBUTION BY DATA RECIPIENTS - Customer shall use its best efforts to assure that Data Recipients do not redistribute any NYSE Data Product, or otherwise make NYSE Data Products available, to any person other than as this Exhibit C permits or NYSE may otherwise permit. Those efforts shall

include the insertion of appropriate terms in Customer's agreements with Data Recipients.

(p) LIMITED EXTRACTS - Insofar as NYSE determines that Customer is using a "Limited Extract," Customer, solely in the regular course of its securities business, may occasionally furnish Limited Extracts to its customers and clients. Customer may do so notwithstanding anything to the contrary in the Agreement or in this Exhibit C and subject to such additional limitations as NYSE may specify in writing. Customer may so furnish Limited Extracts solely:

- (i) in written advertisements, educational material, sales literature or similar written communications;
- (ii) during telephone conversations not entailing the use of computerized voice synthesization, other electronic communication or similar technology; or
- (iii) in such other manner as NYSE may approve in writing.

This provision shall replace Paragraph 5(e) of the Agreement in respect of NYSE Data Products.

(q) GENERAL CHARGES - Customer shall pay NYSE in United States dollars the applicable charge(s) from time to time in effect, including any fees attributable to its Data Recipients pursuant to NYSE's fee structure. Customer shall pay the fees that are attributable to the receipt and use of NYSE Data Products by its Data Recipients unless Customer exercises the following election. Customer may elect to have NYSE assess those Data Recipient charges directly on Data Recipients rather than on Customer. To make that election, Customer must provide NYSE with advance written notice of the election.

Customer understands and acknowledges that the monthly fee for a NYSE Data Product applies for an entire calendar month, beginning as of the first day of the month in which Customer commences to receive the NYSE Data Product and ending as of the last day of the calendar month in which Customer ceases to receive the NYSE Data Product.

NYSE will provide Customer with 30 days' notice of any increases in the NYSE Data Products charge(s) payable by Customer, but may effect a decrease in those fees without notice.

(r) FEES FOR EARLIER MONTHS' DATA - Payment of the applicable monthly fee for any NYSE Data Product that NYSE makes available entitles Customer to have access to that NYSE Data Product's information for that month. Customer shall not have access to NYSE Data Product information for any earlier month except insofar as Customer pays for that earlier month's information.

(s) FEE DETERMINATIONS - NYSE shall determine the applicability of NYSE Data Product fees to any use or redistribution of a NYSE Data Product. This includes, among other things, determinations as to whether:

- (i) Customer's manipulation of data included within a NYSE Data Product creates a product other than a NYSE Data Product;
- (ii) Customer's displays qualify as "Controlled Displays;"
- (iii) Data Recipients are using, manipulating or redistributing data included in NYSE Data Products in a fee-liable manner; and
- (iv) Customer's use of data included within a NYSE Data Product qualifies as a "Limited Extract."

(t) ONE MONTH MINIMUM COMMITMENT - Customer agrees to pay NYSE the applicable charges for use of one or more NYSE Data Products for a minimum of one month.

(u) RECORD-KEEPING OBLIGATION - Customer understands and acknowledges that the record-keeping obligation set forth in Paragraph 11 of the Agreement may include, among other things, reports (including effective dates) for each NYSE Data Product or Package of:

- (i) the number of External Users;
- (ii) the number of recipients of Controlled Displays;
- (iii) the number of Internal Users; and
- (iv) any changes in the methodology and safeguards for Controlled Displays.

(v) CERTIFICATION - Periodically, NYSE may request Customer to update the information contained in Exhibit A and to

certify on-line through NYSE's website ("nysedata.com") that the information regarding its License(s) and the number and type(s) of Data Recipients is timely, complete and accurate. Customer shall comply with those requests in a timely manner, not to exceed 30 days. Customer understands and acknowledges that, initially, NYSE contemplates that it will make those requests once every six months.

(w) ACCESS TO DATA RECIPIENT INFORMATION - Customer shall assure that it has access to all required Data Recipient-related information (such as (i) the number of each Data Recipient's officers, partners and employees that have access to NYSE Data Products, (ii) the types of Services and NYSE Data Products each such person receives and (iii) the entitlement control procedures that each Data Recipient uses to prevent unauthorized receipt).

(x) TERMINATION - This Exhibit C continues in effect until terminated as this Paragraph 21(x) provides. Subject to Paragraph 21(g):

- (i) NYSE may terminate this Exhibit C as to one or more NYSE Data Products on 30 days' written notice to Customer; and
- (ii) Customer may terminate this Exhibit C as to one or more NYSE Data Products online by following the termination procedures set forth on NYSE's website ("nysedata.com").

In the case of Customer's termination of this Exhibit C as to any one or more NYSE Data Products, the termination shall become effective as of the first day of the month following the month in which the Customer completed the steps necessary for Customer to effect the termination.

(y) MODIFICATIONS - NYSE may modify this Exhibit C at any time by providing written notice to Customer describing the modification no less than 30 days prior to the effective date of the modification. If any such modification is unacceptable to Customer, Customer may, within 30 days of the date of NYSE's notice, cancel this Exhibit C online as set forth in Paragraph 21(x). Customer's continued receipt of one or more NYSE Data Products after the effective date of any such modification shall constitute its acknowledgement and agreement to the modification. Subject to Paragraphs 6 and 21(q), Customer may

not otherwise modify this Exhibit C except pursuant to a writing signed by or on behalf of NYSE.

(z) INDEPENDENT CONTRACTOR - The parties understand and acknowledge (i) that nothing in this Exhibit C constitutes either of the parties as members of any partnership, joint venture, association or similar arrangement, and (ii) that this Exhibit C does not establish a franchise arrangement between the parties. The parties shall at all times be considered independent contractors.

(aa) APPLICABILITY OF AGREEMENT - Except as this Exhibit C may otherwise specify, all provisions of the Agreement shall apply to Customer's receipt, use and redistribution of NYSE Data Products. In the event of any conflict between this Exhibit C and the Agreement in respect of the receipt, use or redistribution of one or more NYSE Data Product, this Exhibit C shall govern.

ACCEPTED AND AGREED:

By: _____
 Name:
 Title:
 Date:

NEW YORK STOCK EXCHANGE LLC
 acting solely on its own behalf
 as Paragraph 12 of the Agreement
 describes

By: _____
 Name:
 Title:
 Date: