

AGREEMENT FOR RECEIPT AND USE
OF MARKET DATA; ADDITIONAL PROVISIONS

21. PAYMENT OF SUBSCRIBER FEES

(a) SCOPE. The Agreement and Exhibit A require Customer to enter into contracts with its subscribers for the benefit of the Authorizing SROs (“Subscriber Agreements”), which contracts obligate those subscribers to pay applicable fees and charges to NYSE and to satisfy other payment obligations (collectively “Subscriber Fees”). This Paragraph 21 applies:

- (i) insofar as Customer agrees to assume full responsibility for payment of its subscribers’ Subscriber Fees;
- (ii) only to Market Data Services that Customer provides directly to its subscribers in accordance with the Agreement (and not to services that vendors or other third parties may provide to Customer’s subscribers); and
- (iii) only insofar as Customer satisfies its subscriber reporting obligations under the Agreement by means of either the NYSE website devoted to such reporting or the Vendor Reporting XML format.

(b) PAYMENT UNDERTAKING. Customer acknowledges that Customer is familiar with Subscriber Fees and understands that Subscriber Fees may change from time to time. In respect of such of its subscribers as Customer may specify to NYSE in writing, Customer hereby undertakes to pay all Subscriber Fees that Subscriber Agreements would otherwise require its subscribers to pay and to satisfy all other payment obligations of its subscribers under Subscriber Agreements. Customer shall pay on behalf of a subscriber in accordance with the applicable payment terms and conditions set forth in that subscriber’s Subscriber Agreement.

(c) PRIOR APPROVALS. Customer shall not assume any subscriber’s payment obligation under this Exhibit C unless:

- (i) NYSE has notified Customer in writing that it has approved the subscriber’s receipt and use of Market Data and the subscriber has first executed manually the applicable form of subscriber agreement for the receipt and use of Market Data; and
- (ii) the subscriber has first manifested its assent to the terms and conditions set forth in Attachment 1 to this Exhibit C (the “Third-Party Payment Terms”) by clicking his assent in the space designated for that purpose.
- (iii) Customer has notified NYSE in such manner as NYSE may prescribe that Customer wishes to undertake to pay Subscriber Fees on behalf of the subscriber in accordance with this Exhibit C.

(d) **RECORDS.** Customer shall maintain in accordance with the record-keeping requirements of the Agreement accurate records of its use of Third-Party Payment Terms, including the precise manner in which each subscriber manifested its assent and the effective date on which each subscriber manifested its assent.

(e) **PROVIDING RECORDS.** Upon request from NYSE, Customer must provide to NYSE a description of the scope of use of, and manner of entry into, each subscriber's Third-Party Payment Terms, and access to all Third-Party Payment Terms records.

(f) **SCROLL REQUIREMENT.** Customer must prevent the subscriber from having the ability to manifest its assent to the Third-Party Payment Terms unless all of its terms and conditions have first appeared on the computer screen.

(g) **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 the unenforceability of the Third-Party Payment Terms due to the manner in which the subscriber manifests its assent to the terms and conditions of the Third-Party Payment Terms. 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.

(h) **SECTION 28(e).** Customer acknowledges and understands that NYSE makes no representation or warranty concerning (i) paragraph (e) of section 28 of the 1934 Act and (ii) the operation of this Agreement in relation to that paragraph.

(i) **TERMINATION.**

- (i) **AS TO THIRD PARTY PAYMENTS.** Customer understands that NYSE's willingness to allow Customer to assume subscribers' payment obligations is at NYSE's discretion. NYSE may terminate this third-party payment arrangement at any time upon written notice to Customer. Customer may terminate this third-party payment arrangement as to any or all subscribers upon 60 days' written notice to NYSE, specifying those subscribers (if less than all) as to which it is effecting termination. Upon any such termination as to a subscriber, the subscriber will have seven days to elect to terminate its Subscriber Agreement or to assume the payment obligation. Customer's payment obligation under this Exhibit C shall survive any termination of this undertaking to the extent that such obligation relates to amounts payable in respect of Market Data that Customer's subscribers receive from Customer prior to the termination of Customer's assumption of the payment obligation or the termination of the Agreement.
- (ii) **AS TO THE USE OF 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 such as the Third-Party Payment Terms to be unenforceable, it may so notify Customer. Customer shall cease to allow subscribers to enter into the Third-Party Payment Terms by means of click-on technology within 24 hours of

Customer's receipt of that notice and this Paragraph 22 shall then terminate; provided, however, that, as to any subscriber that has manifested assent to the Third-Party Payment Terms 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.

(j) **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 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 Subscriber Agreements. In the event of a conflict between the Agreement and this Exhibit C, this Exhibit C shall govern.

ACCEPTED AND AGREED:

CUSTOMER

NEW YORK STOCK EXCHANGE LLC

acting in the capacities that
Paragraph 12 of the Agreement describes

(Name of Customer)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date