

## ATTACHMENT A

### TERMS AND CONDITIONS

**PROPRIETARY NATURE OF DATA** - Subscriber understands and acknowledges that each “Authorizing SRO” (i.e., the New York Stock Exchange, Inc. (“NYSE”), each CTA Plan Participant and each CQ Plan Participant), and each other entity whose information is made available over the facilities of the Authorizing SROs (an “Other Data Disseminator”) has a proprietary interest in the Market Data that originates on or derives from it or its markets. For the purposes of this Addendum, “Market Data” means (a) CTA Network A last sale information, (b) CQ Network A quotation information, (c) such bond and other equity last sale and quotation information, and such index and other market information, as the Authorizing SROs or any Other Data Disseminator may make available and as NYSE may from time to time designate as “Market Data”, and (d) all information that derives from any such information.

**THIRD-PARTY BENEFICIARIES; ENFORCEMENT** - Subscriber understands and acknowledges that this Addendum confers third-party beneficiary status on the Authorizing SROs. In authorizing Vendor to take any action, or to receive any communication, this Addendum authorizes Vendor to act on its own behalf and on behalf the Authorizing SRO(s). NYSE may enforce this Addendum as to all Market Data, and any Authorizing SRO may enforce this Addendum as to Market Data that originates on or derives from its markets, by legal proceeding or otherwise, against Subscriber and may likewise proceed against any person that obtains such Market Data other than as this Addendum contemplates. No act or omission on the part of Vendor and no other defense that might defeat recovery by Vendor against Subscriber shall affect the rights of the Authorizing SROs as third-party beneficiaries under this Addendum. Subscriber shall pay the reasonable attorney’s fees that any Authorizing SRO incurs in enforcing this Addendum against Subscriber.

**DATA NOT GUARANTEED** - Subscriber understands that neither NYSE, any other Authorizing SRO, any Other Data Disseminator nor the Processor under the CTA Plan or the CQ Plan (the “Disseminating Parties”) guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any “force majeure” (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

**REDISSEMINATION PROHIBITED** - Subscriber shall use Market Data only for its individual use. Subscriber shall not furnish Market Data to any person or entity other than an officer, partner or employee of Subscriber.

**DISSEMINATION DISCONTINUANCE OR MODIFICATION** - Subscriber understands that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. Subscriber shall not hold the authorizing SROs liable for any resulting liability, loss or damages that may arise therefrom.

**DURATION; SURVIVAL** - This Addendum remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Addendum. In addition, either Subscriber or Vendor may terminate this Addendum on 30 days' written notice to the other. Subscriber understands that Vendor is obligated to terminate this Addendum pursuant to this Paragraph upon notice to that effect from NYSE. Paragraphs [PROPRIETARY NATURE OF DATA], [THIRD-PARTY BENEFICIARIES; ENFORCEMENT] AND [DATA NOT GUARANTEED] survive termination of this Addendum. This Addendum supersedes each previous agreement between the Subscriber and NYSE insofar as the superseded agreement pertains to the Market Data services that Vendor provides to Subscriber pursuant to the Vendor-Subscriber Agreement.