

OPTIONS PRICE REPORTING AUTHORITY

VENDOR AGREEMENT

THIS AGREEMENT is made this 2 day of January, 2009 between Wall Street On Demand ("Vendor"), a corporation [specify form of organization], and the American Stock Exchange LLC, Boston Stock Exchange, Inc, Chicago Board Options Exchange, Incorporated, International Securities Exchange, Inc, NYSE Arca, Inc., Philadelphia Stock Exchange, Inc. and The Nasdaq Stock Market LLC (said exchanges are hereinafter sometimes collectively referred to as the Options Price Reporting Authority ("OPRA"), a registered securities information processor registered pursuant to Section 11A(b) of the Securities Exchange Act of 1934, as amended).

RECITALS

A. The aforesaid exchanges have been authorized by the Securities and Exchange Commission pursuant to Section 11A(a)(3)(B) of the Securities Exchange Act of 1934, as amended, to act jointly as parties to the Plan for Reporting of Consolidated Options Last Sale Reports and Quotation Information (said plan as amended from time to time in accordance with the provisions thereof is hereinafter referred to as the "Plan"), and the Plan provides that any other national securities exchange or association approved by the Securities and Exchange Commission for the trading of options may become a party to the Plan (all such parties are hereinafter sometimes collectively referred to as the "Participants" and individually as a "Participant");

B. The Plan provides that the consolidated options information reporting system described therein is administered by the Participants through a committee designated as OPRA, and all references in this Agreement to OPRA shall mean the Participants acting pursuant to the Plan;

C. The Plan further provides that all options last sale reports, quotation information and related information collected by the Participants shall be furnished to a central processor selected by OPRA (the "Processor") for consolidation and dissemination to vendors and other authorized persons in such formats as OPRA determines to provide;

D. Vendor is engaged in the business of publishing, disseminating or otherwise distributing securities market information, and is desirous of including in such information consolidated market information provided by OPRA.

AGREEMENTS

1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth after each:

(a) The term "Last Sale Reports" means any price, volume or related information reflecting completed transactions in Eligible Securities.

(b) The term "Quotation Information" means bids and offers or related information pertaining to quotations in Eligible Securities. The term includes the BBO (as defined below) in respect of any series of Eligible Securities whenever OPRA makes the BBO available in respect of such series.

(c) The term "OPRA Data" means Last Sale Reports and Quotation Information and/or any other information transmitted over the information reporting system administered by OPRA.

(d) The term "Service" has the meaning attributed to such term in Section 3 of this Agreement.

(e) As used in respect of OPRA Data, the term "current" means OPRA Data that has been transmitted by the Processor, by a Participant or by OPRA to Vendor within the immediately preceding 15 minutes, and the term "delayed" means OPRA Data that is no longer current. Last Sale Reports that reflect transactions completed during a given trading session on an options market, and Quotation Information entered during a given trading session on an options market, become "historical" at the opening of trading on the next succeeding trading session in that market. (For example, reports of transactions completed on a particular market in a trading session on Wednesday become historical reports from and after the opening of trading on that market on the following Thursday.)

(f) The term "Eligible Securities" means each series of option contracts listed and traded on one or more of the Participant exchanges, and any other securities determined by OPRA to be eligible for inclusion in the information reporting system administered by OPRA.

(g) The term "Subscriber" means a person that has entered into a Professional Subscriber Agreement with OPRA or a Subscriber Agreement with a vendor or with a Correspondent Subscriber, which authorizes the person to access OPRA Data for its own use and not for the purpose of retransmitting or redistributing OPRA Data to any other person.

(h) The term "Nonprofessional Subscriber" means a Subscriber who has entered into a Subscriber Agreement with a vendor or with a Correspondent Subscriber and who satisfies the requirements for a Nonprofessional Subscriber as set forth in Section 5 of this Agreement.

(i) The term "Professional Subscriber" means a Subscriber that is not a Nonprofessional Subscriber, and has entered into either a Professional Subscriber Agreement with OPRA or a Subscriber Agreement with a vendor or with a Correspondent Subscriber.

(j) The term "Professional Subscriber Agreement" means an agreement between OPRA and a Professional Subscriber setting forth the terms and conditions under which such person is permitted to receive OPRA Data in the capacity of a Subscriber. Pursuant to a Professional Subscriber Agreement, a Professional Subscriber is required to pay access fees directly to OPRA, in accordance with OPRA's Fee Schedule as in effect from time to time.

(k) The term "Correspondent Subscriber" means a person that has entered into a Professional Subscriber Agreement with OPRA and an agreement with Vendor that satisfies the requirements of Section 7 of this Agreement pursuant to which Vendor distributes OPRA Data to customers of the Correspondent Subscriber that have entered into Subscriber Agreements with the Correspondent Subscriber.

(l) The term "Subscriber Agreement" means an agreement between Vendor or a Correspondent Subscriber and a Subscriber (who may either be a Professional Subscriber or a Nonprofessional Subscriber) setting forth the terms and conditions under which such person is permitted to receive OPRA Data from Vendor in the capacity of a Subscriber. Access fees payable to OPRA in respect of a Subscriber who has entered into a Subscriber Agreement with Vendor shall be determined in accordance with OPRA's Fee Schedule as in effect from time to time, and shall be the obligation of Vendor, except that in respect of a Subscriber who has entered into a Subscriber Agreement with a Correspondent Subscriber, such fees shall be the obligation of the Correspondent Subscriber. Subscriber Agreements may be either in electronic form that permits the Subscriber to evidence its consent to the terms of the Agreement electronically (an "Electronic Subscriber Agreement"), or in paper form that provides for the Subscriber to evidence its consent to the terms of the Agreement by means of a manual signature (a "Hardcopy Subscriber Agreement"). Subscriber

Agreements shall be substantially in the standard forms approved by OPRA from time to time (OPRA's current standard forms of Electronic Subscriber Agreement and Hardcopy Subscriber Agreement are set forth as Attachment B-1 hereto and Attachment B-2 hereto, respectively) or in another form approved by OPRA that complies with the requirements of Section 6 of this Agreement.

(m) The term "Electronic Subscriber" means a Subscriber who has entered into an Electronic Subscriber Agreement.

(n) The term "person" means a firm, corporation, limited liability company, partnership, trust or other form of entity or association, as well as an individual natural person.

(o) The term "Affiliate," as used in reference to any person, means each governor, director, officer, employee, subsidiary or other affiliated entity of such person and each director, officer or employee of each such subsidiary or other affiliated entity.

(p) The term "Print News Publisher" means the publisher of a bona fide newspaper, newsmagazine or other news publication of general circulation published on a regular schedule solely in print form and not distributed electronically, by fax or by radio or television broadcast.

(q) The term "Vendor Agreement" means an agreement in the form of this Agreement between OPRA and a person who intends to disseminate OPRA Data to other persons.

(r) The term "Fee Schedule" has the meaning attributed to such term in Section 2 of this Agreement.

(s) The term "SEC" means the Securities and Exchange Commission or any successor thereto having primary regulatory oversight authority over the Participants.

(t) The term "BBO" means the consolidated best bid and offer in all Participants' markets for any series of Eligible Securities, as calculated by or on behalf of OPRA.

2. Furnishing OPRA Data to Vendor.

OPRA Data (in a format conforming to OPRA's technical specifications as in effect from time to time, subject to the provisions of Section 15 hereof) may be furnished to Vendor directly from the Processor or from another vendor for the purpose of enabling Vendor to distribute or publish OPRA Data in accordance with the terms hereof. If Vendor desires to access OPRA Data directly from the Processor, Vendor must provide telecommunications facilities to the Processor and the OPRA Data will be furnished to Vendor in the format established by OPRA from time to time (subject to the provisions of Section 15 hereof). Vendor shall pay to OPRA the applicable fees in

accordance with the Fee Schedule set forth in Attachment A hereto, as the same may be amended from time to time (the "Fee Schedule"). In the event Vendor intends to utilize OPRA Data other than in its capacity as a vendor as authorized under this Agreement, Vendor must complete the appropriate agreements governing such other use, and pay any additional applicable fees. Upon request of Vendor, OPRA will provide Vendor with the technical specifications for OPRA Data as they exist at the time of the request.

3. Authority of Vendor to Furnish OPRA Data.

(a) Subject to the terms of this Agreement and applicable rules and regulations of the SEC, Vendor is hereby authorized to furnish a market data redistribution and/or retrieval service or services with respect to OPRA Data only to persons that at the time of receipt thereof, either individually or as members of a category of persons, have been authorized by OPRA to receive access to OPRA Data. Such service or services are sometimes collectively referred to in this Agreement as the "Service." The Service is more fully described in Exhibit A hereto, which has been prepared by Vendor and includes the information required pursuant to Section 14 hereof. Vendor shall not furnish OPRA Data in any manner except as described in Exhibit A, as it may be amended by Vendor from time to time with the approval of OPRA.

(b) In selecting OPRA Data pertaining to a series of Eligible Securities to be included in a Service furnished by Vendor, Vendor shall not exclude information or otherwise discriminate on the basis of the market in which a transaction took place or a quotation was entered. Accordingly, if Vendor includes in a Service Last Sale Reports or Quotation Information from any Participant's market in respect of a series of Eligible Securities, Vendor must also include in that same Service comparable information in respect of that same series from every other Participant's market whose information is carried over the OPRA System. At any time when OPRA makes available the BBO for a series of Eligible Securities as authorized by paragraph (c) of this Section 3, Vendor shall be deemed to have satisfied its obligation under the preceding two sentences in respect of a series of Eligible Securities if Vendor's Service as described in Exhibit A includes both the BBO and consolidated Last Sale Reports for that series, notwithstanding that the Service may also include additional unconsolidated information in respect of that series.

(c) Vendor may offer a Service that includes the BBO in respect of any series of Eligible Securities. If Vendor offers such a Service, it must include the best bid and ask price that constitutes the BBO as reported by OPRA for each series of Eligible Securities included in the Service, but it need not include the size or the market identifier associated with the BBO. If the size or the market identifier associated with the BBO is included in Vendor's BBO Service, such

information must be included on a current basis as reported by OPRA. If Vendor excludes from its BBO Service either the size or the market identifier associated with the BBO or both, it must do so in a manner that does not discriminate on the basis of the market in which quotations are entered. Additionally, if the market identifier associated with the BBO is not included in a dynamically updated Service offered by Vendor, that same information must be made available to recipients of the dynamically updated Service through an inquiry-only Service provided by Vendor without additional cost.

(d) Vendor may furnish OPRA Data only to: (1) other vendors as described in paragraph 3(e) hereof, (2) Print News Publishers as described in paragraph 3(f) hereof, (3) Professional Subscribers as described in Section 4 hereof, (4) Nonprofessional Subscribers as described in Section 5 hereof, and (5) other persons that, either individually or as members of a category of persons, have been authorized by OPRA to receive OPRA Data. Vendor may furnish OPRA Data via a bulk data feed transmission (a data feed that is not controlled by the Vendor) only to: (i) other vendors, (ii) Print News Publishers, (iii) Professional Subscribers that have entered into Indirect (Vendor Pass-Through) Circuit Connection Riders, and (iv) other persons that, either individually or as members of a category of persons, have been authorized by OPRA to receive such a data feed transmission.

(e) Vendor may furnish OPRA Data on a current or delayed basis to a person who intends to retransmit all or a portion of the information to other persons only if such person has entered into a Vendor Agreement with OPRA, except that Vendor may furnish OPRA Data to a Print News Publisher to the extent and subject to the conditions set forth in paragraph 3(f), and except that Vendor may furnish historical OPRA Data to any person. Vendor may furnish delayed OPRA Data to any person except a person that intends to retransmit or does retransmit all or a portion of the information to other persons and has not entered into a Vendor Agreement with OPRA.

(f) Vendor may furnish OPRA Data to a Print News Publisher in the form of formatted options tables or in any other format, provided that the redistribution of such information by the Print News Publisher is limited to options tables appearing in a bona fide newspaper, newsmagazine or other news publication of general circulation published on a regular schedule in hardcopy (paper) form, and provided further that Vendor shall have entered into a written agreement with the Print News Publisher, expressly for the benefit of OPRA, in which the Print News Publisher agrees that its redistribution of OPRA Data will be so limited and acknowledges that neither OPRA, the Processor nor any Participant guarantees the timeliness, sequence, accuracy or completeness of any OPRA Data, and that neither OPRA, the Processor nor any Participant shall be liable in any way

to the Print News Publisher for any claims or damages, consequential or otherwise, for any delays, inaccuracies, errors in, or omissions of, any OPRA Data, or in the transmission or delivery thereof or for any damage arising therefrom or occasioned thereby. Vendor shall provide to OPRA, in advance, a copy of every form of agreement it intends to use for this purpose.

(g) Vendor is authorized to provide a voice-synthesized element of its Service (a "Voice-Synthesized Service") in conformity with the description of such element in Exhibit A hereto, without requiring that persons who have access thereto be Subscribers in order to have such access. Any Voice-Synthesized Service shall be limited to OPRA Data transmitted in the form of synthesized speech over conventional telephones. The description of any Voice-Synthesized Service shall include information with respect to the number of telephone trunk lines to Vendor's voice-synthesized computer and the number of active ports in such computer (since such information is necessary to determine the fees for any Voice-Synthesized Service). Vendor shall report in writing to OPRA at least 30 days in advance of any changes proposed to be made to any Voice-Synthesized Service as described in Exhibit A, including any changes in the number of telephone trunk lines to Vendor's voice-synthesized computer or in the number of active ports of such computer. Vendor shall also provide to OPRA any other information that OPRA may reasonably request concerning any Voice-Synthesized Service, including the number of inquiries for market information received over specified periods of time, which information shall be held in confidence by OPRA. Vendor agrees to notify each person who receives OPRA Data through any Voice-Synthesized Service that the timeliness, sequence, accuracy and completeness of OPRA Data is not guaranteed.

4. Professional Subscribers.

To become entitled to receive OPRA Data from Vendor as a Professional Subscriber, a person must have either entered into a Professional Subscriber Agreement with OPRA or a Subscriber Agreement with Vendor or a Correspondent Subscriber of Vendor. To become entitled to receive OPRA Data from Vendor via a bulk data feed transmission as a Professional Subscriber, a person must have entered into a Professional Subscriber Agreement and an Indirect (Vendor Pass-Through) Circuit Connection Rider with OPRA. If OPRA notifies Vendor that a person previously approved as a Professional Subscriber does not meet the requirements for such approval, Vendor will promptly terminate such person's Subscriber Agreement or cause the Correspondent Subscriber to promptly terminate such person's Subscriber Agreement in accordance with the terms thereof and promptly discontinue furnishing OPRA Data to such person unless and until such person is again approved to receive such information in some authorized capacity, except that in accordance with Section 3(e) Vendor may continue to furnish delayed information to such

person, if such person is not retransmitting the information to other persons prior to the time the information becomes historical.

5. Nonprofessional Subscribers.

To become entitled to receive OPRA Data from Vendor as a Nonprofessional Subscriber, a person must have entered into a Subscriber Agreement with Vendor or a Correspondent Subscriber of Vendor either (i) in the form of Attachment B-1 or Attachment B-2 hereto in which the person has made the representations set forth in the Addendum for Nonprofessionals attached to such form, or (ii) in an alternative form that satisfies the requirements of paragraph 6(c) hereof in which the person has made representations equivalent to those in the Addendum for Nonprofessionals attached to Attachment B-1 or Attachment B-2 hereto. If Vendor, OPRA or (if applicable) a Correspondent Subscriber of Vendor determines that a person previously approved as a Nonprofessional Subscriber does not meet the requirements for such approval (in the case of such determination by OPRA, OPRA shall furnish Vendor notice thereof), Vendor will promptly terminate such person's Subscriber Agreement or cause the Correspondent Subscriber to promptly terminate such person's Subscriber Agreement in accordance with the terms thereof and promptly discontinue furnishing OPRA Data to such person, unless or until such person is again approved to receive such information in some authorized capacity, except that in accordance with Section 3(e) Vendor may continue to furnish delayed information to such person, if such person is not retransmitting the information to other persons prior to the time the information becomes historical.

6. Subscriber Agreements.

(a) Approval of Subscriber Agreements by Vendor. Vendor, on behalf of and as agent for OPRA, shall review each completed Subscriber Agreement submitted to it. Upon Vendor's determination that a Subscriber Agreement is complete in all material respects and, if the applicant is seeking to receive OPRA Data as a Nonprofessional Subscriber, that the applicant in fact qualifies to be a Nonprofessional Subscriber, Vendor may approve the applicant. In the case of a completed Hardcopy Subscriber Agreement Vendor shall be deemed to have approved the applicant when Vendor has endorsed the completed Hardcopy Subscriber Agreement or Vendor commences to provide OPRA Data to the applicant. In the case of a completed Electronic Subscriber Agreement Vendor shall be deemed to have approved the applicant when Vendor commences to provide OPRA Data to the applicant. A Subscriber whose Subscriber Agreement has been approved shall remain a duly approved Subscriber only so long as the Subscriber remains in compliance with the provisions of the Subscriber Agreement and neither Vendor nor OPRA has determined, as described in Section

4 or 5 as applicable, that the Subscriber no longer meets the requirements to be approved as a Professional Subscriber or a Nonprofessional Subscriber.

(b) Approval of Subscriber Agreements by a Correspondent Subscriber.

Notwithstanding paragraph (a), Vendor may delegate to a Correspondent Subscriber its obligation to review completed Subscriber Agreements submitted to the Correspondent Subscriber. A Correspondent Subscriber's determinations that a Subscriber Agreement is complete in all material respects and, if the applicant is seeking to receive OPRA Data as a Nonprofessional Subscriber, that the applicant in fact qualifies to be a Nonprofessional Subscriber, shall be binding on Vendor. In the case of a completed Hardcopy Subscriber Agreement submitted to a Correspondent Subscriber, Vendor shall be deemed to have approved the applicant when the Correspondent Subscriber has endorsed the completed Hardcopy Subscriber Agreement or Vendor commences to provide OPRA Data to the applicant. In the case of a completed Electronic Subscriber Agreement submitted to a Correspondent Subscriber, Vendor shall be deemed to have approved the applicant when Vendor commences to provide OPRA Data to the applicant. A Subscriber whose Subscriber Agreement has been approved in accordance with this paragraph shall remain a duly approved Subscriber only so long as the Subscriber remains in compliance with the provisions of the Subscriber Agreement and neither Vendor, OPRA nor the Correspondent Subscriber has determined, as described in Section 4 or 5 as applicable that the Subscriber no longer meets the requirements to be approved as a Professional Subscriber or a Nonprofessional Subscriber.

(c) Forms of Subscriber Agreement. Vendor may enter into electronic or hardcopy Subscriber Agreements with its customers in the standard forms approved by OPRA from time to time (OPRA's current standard forms of Electronic Subscriber Agreement and Hardcopy Subscriber Agreement are set forth as Attachment B-1 hereto and Attachment B-2 hereto, respectively), or Vendor may enter into electronic or hardcopy Subscriber Agreements with its customers in one or more alternative forms approved by OPRA. Any such alternative forms of Subscriber Agreements shall reflect the agreement of the Subscriber that it:

(i) shall receive OPRA Data solely for such person's own use (including, in the case of a Professional Subscriber, the use of such person's employees on behalf of such person),

(ii) shall not retransmit or otherwise furnish OPRA Data to any other person

(iii) (other than, in the case of a Professional Subscriber, such Professional Subscriber's employees),

(iv) acknowledges that OPRA Data is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered,

(v) acknowledges the absence of any guarantee and the disclaimer of liability on the part of OPRA, the Processor and each Participant as stated in Section 12 of this Agreement,

(vi) acknowledges that the terms and conditions of the Subscriber Agreement may be modified by OPRA at any time upon notice to the Subscriber, and

(vii) acknowledges that the Subscriber Agreement may be terminated by the Subscriber or Vendor upon 30 days notice from the terminating party to the other party, and may be terminated immediately by Vendor upon a determination by Vendor or OPRA that the Subscriber is not in compliance with the Subscriber Agreement.

In addition, any such alternative form shall include provisions, in form satisfactory to OPRA, permitting the Subscriber to represent that he or she qualifies as a Nonprofessional Subscriber where necessary to satisfy the requirements of Section 5 hereof. Any such alternative form shall also state that it is for the express benefit of OPRA, the Processor and each Participant.

(d) *Use of Electronic Subscriber Agreements.* Notwithstanding any other provision of this Agreement, Vendor may use Electronic Subscriber Agreements only if those Subscribers entering into such Agreements with Vendor may also enter into any other contracts with Vendor (or a Correspondent Subscriber acting on Vendor's behalf) electronically. In addition, Vendor may use Electronic Subscriber Agreements only if the conditions set forth in Attachment C hereto are satisfied.

Vendor agrees to indemnify, hold harmless and defend OPRA, each Participant, the Processor and each Affiliate of the foregoing from and against any and all claims, suits, proceedings at law or in equity, and any and all liability, loss, damages, costs or expenses (other than fees and expenses of attorneys separately retained by any of the indemnified parties) arising out of or in connection with any allegation that an Electronic Subscriber Agreement is unenforceable or invalid, if any of the reasons for the alleged unenforceability or invalidity of the contract is based upon or related to the fact that the contract was entered into or administered electronically; provided, however, that Vendor shall be notified promptly in writing of any such claims and Vendor shall have

sole control of the defense of any such claim, suit or proceeding and all negotiations for settlement or compromise thereof, but only insofar as such settlement or compromise does not impose any liability on OPRA, any Participant, any Affiliate thereof, or the Processor.

7. Correspondent Subscriber Agreements.

Vendor shall obtain a written agreement, in a form approved by OPRA, from each of its Correspondent Subscribers in which the Correspondent Subscriber agrees:

(i) to obtain from each of its customers to whom Vendor furnishes OPRA Data an Electronic Subscriber Agreement or Hardcopy Subscriber Agreement agreed to by the customer;

(ii) to maintain the same customer records that are required to be maintained by Vendor in respect of its customers pursuant to Section 14 of this Agreement and upon Vendor request to provide Vendor with information as necessary to enable Vendor to comply with paragraph 14(b) of this Agreement;

(iii) upon request to certify that each of its customers who is receiving OPRA Data from Vendor or who is named on any list of Subscribers provided to Vendor by Correspondent Subscriber has entered into an agreement as described in clause (i) of this paragraph; and

(iv) that it acknowledges the absence of any guarantee and the disclaimer of liability on the part of OPRA, the Processor and each Participant as stated in Section 12 of this Agreement.

8. Subscriber Fees.

(a) For each Subscriber with which it has entered into a Subscriber Agreement and to which it furnishes current OPRA Data, Vendor shall pay to OPRA the applicable fees as set forth in the Fee Schedule. Except as may otherwise be stated in the Fee Schedule, such fees shall commence to accrue on the day on which Vendor initially furnishes OPRA Data to a new Subscriber, and thereafter the fee shall be due and payable on a calendar month basis. If Vendor initiates service to a new Nonprofessional Subscriber following the 15th day of any month, or if Vendor discontinues service to a Nonprofessional Subscriber on or before the 15th day of any month, that month's fee for the service so initiated or discontinued shall be 50% of the regular applicable monthly fee. If any amount due from Vendor to OPRA under this paragraph 8(a) has not been paid by the 30th day after such amount is due, OPRA may impose a late payment charge for each day from and after the due

date that the amount remains unpaid. The late payment charge shall be at an annual rate that does not exceed the lesser of (i) the commercial prime rate of interest as last published in The Wall Street Journal prior to the date such charge is computed plus three percent, or (ii) the maximum rate of interest permitted by applicable law.

(b) In the event OPRA, in its sole discretion, determines that a person has been improperly approved by Vendor as a Nonprofessional Subscriber, upon written notice of such determination to Vendor, within 20 days of receipt of such notice, Vendor shall pay to OPRA the difference between (i) the amount that would have been billed to that person at the rates applicable to Professional Subscribers since the date of his or her approval as a Nonprofessional Subscriber and (ii) the Nonprofessional Subscriber fees actually paid by Vendor with respect to that person; provided, however, that if Vendor demonstrates to OPRA's reasonable satisfaction that the improper approval of the Subscriber in question was the result of a good faith error of Vendor, the maximum amount that Vendor shall be required to pay to OPRA under this subsection with respect to any single Subscriber shall be the applicable Professional Subscriber fees for a period of twelve months.

9. Transactions Effected on Other Exchanges.

To the extent that rules and regulations of the SEC require the reporting of transactions or quotations involving option contracts having the same terms as Eligible Securities effected in markets other than the Participants', and to the extent that information pertaining to such transactions is furnished to Vendor by OPRA, Vendor agrees that it will include such information as a part of its Service, unless the SEC, either individually or as a member of a category of persons, shall have granted Vendor an exemption from this requirement.

10. Defense of Suits -- Indemnification -- Vendor Cooperation.

(a) If Vendor shall refuse to furnish OPRA Data to any person who is not a Subscriber or shall refuse to continue furnishing OPRA Data to any person who has been terminated as a Subscriber, solely by reason of having received written notice from OPRA that the approval of such person as a Subscriber has been denied or revoked, the Participants shall indemnify, hold harmless and defend Vendor from and against any and all suits or proceedings at law or in equity based on such refusal and any and all liability, loss, damages and expenses (other than fees and expenses of attorneys separately retained by Vendor) that Vendor incurs as a result of such suit or proceeding, provided, however, that Vendor shall promptly notify OPRA in writing of any such suit or proceeding and the Participants shall have the sole control of the defense of any such suit or

proceeding and all negotiations for the settlement or compromise thereof, but only insofar as such settlement or compromise does not impose any liability on Vendor.

(b) In the event any suit or legal proceeding is brought to enjoin Vendor from refusing to furnish Last Sale Reports or Quotation Information to any person because the approval of such person as a Subscriber has been denied or revoked by OPRA, Vendor shall at once inform OPRA of such suit or proceeding. Upon the receipt of any such notice by OPRA, the Participants shall have the right to intervene in such suit in the name of Vendor, and/or through counsel of their choice to assume the defense of such suit on behalf of Vendor, and the Participants shall indemnify and hold Vendor harmless from and against any and all liability, loss, damages and expenses (other than attorneys' fees incurred by Vendor after the Participants have assumed the defense of the suit) resulting from such suit.

(c) The obligation of a Participant to indemnify Vendor pursuant to paragraph (a) or (b) shall survive the termination of this Agreement as to such Participant, but only to the extent of any liability arising out of action by OPRA terminating, revoking or denying the approval of any person as a Subscriber occurring prior to the effective date of termination of this Agreement as to such Participant.

(d) In case any one or more of the Participants institutes any suit or proceeding to enjoin any person not entitled to receive OPRA Data from obtaining or using the same, Vendor will, in all reasonable respects, cooperate with and assist such Participants in such suit or proceeding, provided Vendor is reimbursed for its actual expenses in connection therewith.

11. Protection of OPRA Data.

Vendor agrees to use its best efforts to prevent any persons from obtaining OPRA Data through its equipment or facilities, except as authorized hereunder or under Vendor's other agreements with OPRA. In the event OPRA or Vendor has reason to believe any OPRA Data is being obtained by unauthorized persons, Vendor agrees to use its best efforts to ascertain the source from which, and the manner in which, the same is being obtained and to promptly inform OPRA fully with respect thereto. Upon reasonable notice to Vendor, an authorized representative of OPRA shall be permitted to inspect Vendor's equipment and facilities used in connection with the dissemination or retransmission of OPRA Data; provided, however, that this right of inspection shall extend only so far as may be necessary to insure compliance by Vendor with the provisions of this Agreement and Vendor's other agreements with OPRA, and that, at the request of Vendor, OPRA

and its authorized representative shall maintain the confidentiality of any information that is confidential information of Vendor concerning its equipment and facilities.

12. No Warranty as to OPRA Data.

Neither OPRA, the Processor nor any Participant guarantees the timeliness, sequence, accuracy or completeness of any OPRA Data, and neither OPRA, the Processor nor any Participant shall be liable in any way to Vendor or to any Subscriber or to any other person whatsoever for any loss, damages, cost or expense which may arise out of any failure of performance by OPRA, the Processor or any Participant, or from any delays, inaccuracies, errors in, or omissions of, any OPRA Data, or in the transmission or delivery thereof, whether or not due to any negligent act or omission on the part of OPRA, the Processor or any Participant. In no event shall OPRA, the Processor or any Participant be liable for any incidental, special, indirect or consequential damages, including but not limited to lost profits, trading losses, or damages resulting from inconvenience, or loss of use of any OPRA Data.

13. Proprietary Rights of Participants.

Last Sale Reports and Quotation Information are the property of the Participant on which the respective transactions took place or the quotations were entered, and no Participant shall be deemed to have waived any of its proprietary interests therein as a result of furnishing the same to Vendor.

14. Vendor Records and Reporting.

(a) Vendor agrees to maintain at all times a full, complete and current list of all Subscribers to whom Vendor is furnishing any OPRA Data. The list shall identify the capacity in which each Subscriber is being furnished OPRA Data. For each Subscriber included on the list, the list shall include the name and billing address of the Subscriber and, for each Professional Subscriber that has entered into a Professional Subscriber Agreement with OPRA and that receives OPRA Data on terminals or other devices and/or at User IDs under the control of Vendor, the list shall also include the number of devices and/or User IDs on which such Professional Subscriber currently receives OPRA Data. The list shall include such additional information concerning its furnishing of OPRA Data to Subscribers as OPRA may from time to time reasonably request. Not less frequently than monthly, Vendor shall provide to OPRA (i) the information on the current version of such list with respect to Professional Subscribers that have entered into Professional Subscriber Agreements with OPRA (or changes from the previous version of such information provided to OPRA) and (ii) summary information with respect to Vendor's furnishing of OPRA Data to the other Subscribers on

the current version of such list supporting Vendor's calculation of the fees owed by Vendor to OPRA with respect to such Subscribers. Vendor shall provide such information to OPRA in an electronic form that is reasonably satisfactory to OPRA.

(b) At such time or times as OPRA may request (but not more frequently than quarterly), Vendor shall deliver to OPRA a full, complete and current copy of the list described in the first sentence of paragraph (a) as of the last day of the most recently completed calendar quarter and also including Vendor's calculation of the fees due from Vendor to OPRA with respect to the Subscribers on the list since the period covered by the most recent prior report furnished to OPRA pursuant to this paragraph. At the request of Vendor, such information shall be kept confidential by OPRA. If OPRA so requests, any such report furnished with respect to the end of Vendor's fiscal year shall be audited, at Vendor's expense, by Vendor's regular independent public accountant. Vendor shall provide any such report to OPRA within 30 days of OPRA's request, or within 90 days of OPRA's request if OPRA has requested that the report be audited.

(c) Vendor shall maintain detailed records of and with respect to all Subscriber Agreements, including without limitation:

(1) hard copies of each form of Electronic Subscriber Agreement (and any amendments and modifications thereto) entered into between Vendor and any of its Electronic Subscribers;

(2) for each Electronic Subscriber, records identifying the terms and conditions of the Electronic Subscriber Agreement (and any amendments or modifications thereto) agreed to by such Electronic Subscriber, and information concerning the Electronic Subscriber's assent to such Electronic Subscriber Agreement (and any amendments or modifications thereto), including records that:

(A) identify the exact form of Subscriber Agreement (and any amendments or modifications thereto) that the Electronic Subscriber assented to;

(B) set forth all of the information requested of and entered by the Electronic Subscriber in the Electronic Subscriber Agreement (and any amendments or modifications thereto);

(C) describe the manner in which the Electronic Subscriber manifested assent to the Subscriber Agreement (and any amendments or modifications thereto);

(D) provide the date and time of each assent by the Electronic Subscriber; and

- (E) identify the effective date of the Subscriber Agreement (and any amendment or modification thereto) and, if the Subscriber Agreement or any amendment or modification thereto specifies a termination date, such termination date;
- (3) an original or a copy of each completed and signed Hardcopy Subscriber Agreement (and any amendments or modifications thereto), provided, that any such copy maintained electronically shall be maintained in a non-rewriteable, non-eraseable format; and
- (4) information with respect to the computation of the fees due from Vendor to OPRA with respect to the use of OPRA Data by Vendor's Subscribers.

(d) All of Vendor's records pertaining to Subscribers and to the computation of Subscriber fees due from Vendor to OPRA, including the required copies of and with respect to Subscriber Agreements, shall be maintained in a reasonably accessible place and in a manner that is reasonably secure in accordance with standard industry practice. Vendor shall maintain records with respect to any Subscriber described in clauses 14(c)(1), (2) and (3) during the time that Vendor furnishes OPRA Data to such person and for at least three years after the date Vendor discontinues furnishing OPRA Data to such person, and Vendor shall maintain records described in paragraph 14(a) and clause 14(c)(4) for not less than three years from the time such records are created.

(e) Vendor represents that Exhibit A attached hereto sets forth a description in reasonable detail of Vendor's Service, including a description of: the various components of the Service, the form and nature of the information made or to be made available through the Service, the classes of persons to whom Vendor provides or intends to provide the Service, the equipment used or to be used in providing the Service and the manner in which such equipment serves or will serve to furnish the Service (but without disclosing any of Vendor's trade secrets or adversely affecting its proprietary interests in its equipment), the procedures and system that Vendor proposes to use in connection with the administration of Electronic Subscriber Agreements including the information described in paragraph (d)(1) of Attachment C to this Agreement (if Vendor is using or intends to use Electronic Subscriber Agreements) and the nature of any sales literature used or to be used by Vendor in marketing the Service. Vendor shall update Exhibit A from time to time as may be necessary so that it continues to set forth an accurate description in reasonable detail of the Service. At such reasonable times as OPRA shall request, Vendor shall review Exhibit A, update it as may be necessary to cause it to comply with the requirements of this paragraph, and confirm to OPRA that it continues to set forth an accurate description in reasonable detail of the Service. At the request of Vendor (and provided that Exhibit A or any updated version thereof has been identified by Vendor as "Confidential" to Vendor), such information shall be kept confidential by OPRA.

(f) Vendor shall promptly send such notices to its customers who are Subscribers and shall obtain such additional information from such persons as OPRA may from time to time request.

(g) Vendor shall make all of its records with respect to its activities as a vendor of OPRA Data available for inspection by duly authorized representatives of OPRA upon reasonable notice during ordinary business hours.

15. Alteration or Cessation of Transmission of OPRA Data.

Nothing herein shall be deemed to prevent, or restrict in any manner whatsoever, the exercise by the Participants of their rights, without any notice and without any liability to Vendor or to any other person, to furnish, or to contract with any other person to furnish, any element of OPRA Data by any means whatever, or to attach devices or equipment of any design or manufacture to circuits carrying OPRA Data, whether or not competitive with the service or equipment furnished by Vendor, on such terms and conditions as OPRA may determine. OPRA may, upon compliance with any applicable requirements of the Securities Exchange Act of 1934 (including any affirmative action by the SEC, if required): (a) make such changes in the speed of transmission, the specifications governing the format of OPRA Data, or other characteristics of the electrical signals representing OPRA Data as OPRA may from time to time determine (whether or not such changes would require changes to be made by Vendor in its service or equipment), or (b) discontinue furnishing elements of OPRA Data to Vendor, or (c) discontinue circuits carrying OPRA Data; provided, however, that OPRA agrees to give Vendor as much prior notice as is practicable under the circumstances (but in any event not less than sixty days unless Vendor agrees to a shorter period of notice) of any such action.

16. No Endorsement by OPRA.

Vendor shall not represent, and shall not cause or permit any other person to represent, either directly or indirectly, that all or any part of its Service is sponsored, endorsed or approved by any Participant or by OPRA.

17. Patent Indemnity.

Vendor hereby agrees to indemnify, hold harmless and defend each Participant and each Affiliate of a Participant from and against any and all suits, proceedings at law or in equity, and any and all liability, loss, damages and expenses (other than fees and expenses of attorneys separately retained by any of the indemnified parties), arising out of, or in connection with any claim by any person that the use of Vendor's Service infringes any United States patent or violates any

property right; provided, however, that Vendor shall be notified promptly in writing of any such suit; and Vendor shall have the sole control of the defense of any such suit or proceeding and all negotiations for the settlement or compromise thereof, but only insofar as such settlement or compromise does not impose any liability on any Participant or any Affiliate thereof.

18. Effectiveness of Agreement; Integration.

(a) This Agreement shall become effective as of the date set forth on the first page hereof, and shall thereupon supersede and cancel any and all previous agreements between Vendor and any or all of the Participants providing for the furnishing of OPRA Data to Vendor and be and constitute the entire agreement between the parties relating to such subject matter. Without limiting the generality of the foregoing, this Agreement supersedes any previous agreement between Vendor and any or all of the Participants named "Vendor Agreement" providing for the furnishing of OPRA Data to Vendor and any previous agreement between Vendor and any or all of the Participants named "Dial-Up Market Data Service Rider to Vendor Agreement," "Electronic Contract Rider to Vendor Agreement" or "Voice-Synthesized Market Data Service Rider to Vendor and Subscriber Agreement." This Agreement does not supersede any previous agreement between Vendor and any or all of the Participants named "Radio Paging Market Data Service Rider to Vendor Agreement," and references in any such agreement to the "Vendor Agreement" shall from and after the effective date of this Agreement be deemed to be references to this Agreement.

(b) Notwithstanding paragraph (a) or any other provision of this Agreement, Professional Subscriber Agreements between OPRA and any Professional Subscriber, Nonprofessional Subscriber Applications and Agreements between Vendor and any Nonprofessional Subscriber and other agreements between Vendor and any customer of Vendor pertaining to OPRA Data in a form approved by OPRA, which in each case became effective prior to the effective date of this Agreement shall remain in effect in accordance with their respective terms until such time as terminated in accordance with their respective terms. Any Nonprofessional Subscriber Application and Agreement between Vendor and any Nonprofessional Subscriber and any other agreement between Vendor and any Subscriber of Vendor pertaining to OPRA Data, which in each case became effective prior to the effective date of this Agreement shall be deemed to be "Subscriber Agreements" for purposes of this Agreement and as such shall be subject to the terms of this Agreement.

(c) Following its effectiveness, this Agreement shall continue in effect until terminated as herein provided.

19. Modification and Termination of Agreement.

(a) Upon compliance with any applicable requirements of the Securities Exchange Act of 1934 (including any affirmative action by the SEC, if required), OPRA may modify the terms of this Agreement, including the Fee Schedule, by giving written notice to Vendor not less than 30 days prior to the effective date of the modification. Vendor may terminate this Agreement upon thirty days written notice given to OPRA on or before the date specified in OPRA's notice as the effective date of the modification. Unless Vendor gives such a written notice to OPRA of the termination of this Agreement on or before the date specified in OPRA's notice, Vendor shall be deemed to have consented to the modification. If Vendor gives such a written notice to OPRA of the termination of this Agreement on or before the date specified in OPRA's notice, the modification shall not become effective with respect to Vendor prior to the date of the termination of this Agreement.

(b) Subject to compliance with any applicable requirements of the Securities Exchange Act of 1934 (including any affirmative action by the SEC, if required), either the Vendor or OPRA may terminate this Agreement: (1) without cause on not less than thirty days prior written notice to the other; or (2) following the failure of the other to cure any breach of this Agreement within twenty days following its receipt of notice of the breach, on not less than ten days prior written notice to the other.

(c) In the event a Participant, upon compliance with any applicable requirements of the Securities Exchange Act of 1934 (including any affirmative action by the SEC, if required), shall withdraw from or otherwise cease to be a Participant in the Plan, this Agreement shall be deemed to have terminated with respect to such Participant effective as of the date of such withdrawal or cessation. Notwithstanding the withdrawal by any one or more of the Participants from the Plan, this Agreement shall remain in effect as between the remaining Participants in the Plan and the Vendor, unless and until terminated as herein provided, and on or following any such withdrawal the term "Participant" and "Participants" as used herein shall refer only to the remaining Participants in the Plan.

(d) The provisions of this Section and Sections 10, 11, 12, 13, 14, 15, 17 and 20 hereof shall survive any termination of this Agreement.

20. Arbitration.

Any dispute or controversy between the parties hereto relating to the breach or alleged breach of this Agreement shall be promptly submitted to arbitration in New York, New York

in accordance with the rules of the American Arbitration Association then obtaining and judgment upon any award rendered may be entered in any court having jurisdiction. Solely for the purposes hereof, each of the parties hereto hereby submits to the jurisdiction of the courts of the State of New York.

21. Assignment of Agreement.

Vendor shall not assign this Agreement in whole or in part without the prior written consent of the OPRA, except to a successor upon merger or consolidation of Vendor, or to an acquiror acquiring all or substantially all of the property, assets and business of Vendor. Subject to the foregoing restriction, this Agreement shall bind and inure to the benefit of the assignees and successors of the parties hereto.

22. Most Favored Provision.

If OPRA shall enter into any agreement with any other person providing for such other person acting as a vendor to have access to Last Sale Reports or Quotation Information and such agreement contains terms and/or conditions more favorable to such other person than the terms and conditions of this Agreement applicable to Vendor, OPRA shall promptly notify Vendor thereof and, at Vendor's request, shall amend this Agreement to include substantially the same terms and conditions as are included in such other agreement.

23. New Participants.

Each new Participant, as a condition to its becoming a party to the Plan, shall be required to subscribe in writing to the terms and conditions of this Agreement and to authorize OPRA to take action on its behalf in respect to this Agreement.

24. Notices.

All notices, bills, consents or requests required or authorized to be given hereunder shall be deemed sufficiently given if in writing and sent by registered mail to OPRA at the following address, or at such other address as may be specified in written notice from OPRA to Vendor:

Options Price Reporting Authority
400 South LaSalle Street, 6th Floor
Chicago, Illinois 60605

and in the case of Vendor:

Attention:
Data Solutions

Wall Street On Demand
5718 Central Avenue
Boulder, CO 80301

25. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The respective rights and obligations of the parties to this Agreement shall be subject to any applicable provisions of the Securities Exchange Act of 1934 (as amended) and any rules and regulations promulgated thereunder.

26. Headings.

Section headings used in this Agreement are for convenience in reference only and shall not affect the meaning or construction hereof.

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or duly authorized agents on the day and year first above written.

Wall Street OnDemand OPTIONS PRICE REPORTING AUTHORITY

[Name of Vendor]

AMERICAN STOCK EXCHANGE LLC

By [Signature]

BOSTON STOCK EXCHANGE, INC.

Name Heather McCreery

CHICAGO BOARD OPTIONS
EXCHANGE, INC.

Title Chief Financial Officer

INTERNATIONAL SECURITIES
EXCHANGE, INC.

NYSE ARCA, INC.

PHILADELPHIA STOCK EXCHANGE,
INC.

THE NASDAQ STOCK MARKET LLC

By [Signature]

Name James Roche

Title UP MARKET DATA

0808

Attachments and Exhibits

Attachment A – Fee Schedule

Attachment B-1 – Form of Electronic Subscriber Agreement

Attachment B-2 – Form of Hardcopy Subscriber Agreement

Attachment C – Conditions for Use of Electronic Subscriber Agreement

Exhibit A – Description of Vendor's Service *(to be provided by Vendor)*

OPTIONS PRICE REPORTING AUTHORITY
FEE SCHEDULE
(Effective February 1, 2008, and thereafter as set forth below)

Description	Basic Service ¹	FCO Service
<u>Professional Subscriber Device-Based Fees</u> (<i>Monthly fee applicable to persons that enter into Professional Subscriber Agreements directly with OPRA</i>): These fees are subject to written policies, which are available at www.opradata.com . ^{2, 3, 4}	\$21.00 per device commencing January 1, 2008 \$22.00 per device commencing January 1, 2009 \$23.00 per device commencing January 1, 2010	\$5.00 per device
<u>Nonprofessional Subscriber Fee</u> : Flat monthly fee payable by every vendor that furnishes OPRA Data to any nonprofessional subscriber, unless vendor elects to pay usage-based fee in respect of subscriber.	\$1.00 per nonprofessional subscriber	N/A
<u>Usage-based Vendor Fee</u> (<i>Applicable in respect of professional subscribers who enter into Subscriber Agreements with Vendors in place of Professional Subscriber Agreements with OPRA, and in respect of nonprofessional subscribers to Basic Service in place of flat monthly Nonprofessional Subscriber Fee</i>): Monthly fee payable in arrears by a vendor with respect to the use of OPRA Data by persons that enter into Subscriber Agreements with vendors. Usage-based vendor fees apply to each "quote packet" or, if elected in writing by the vendor with respect to the Basic Service, to each "options chain." ⁵ All inquiries are counted for purposes of calculating usage-based fees, except that requests for "delayed" and "historical" OPRA Data are not counted. ⁶	\$0.005 per "quote packet" or \$0.02 per "options chain", subject to a stated maximum amount per month ⁷	\$10 per port, or \$0.005 per "quote packet"; no separate fee for nonprofessional subscribers.
<u>Redistribution Fee</u> : Monthly fee payable by every vendor that redistributes OPRA Data to any person, whether on a current or delayed basis, except that this fee does not apply to a Vendor whose redistribution of OPRA Data is limited solely to "historical" OPRA Data.	\$1,500; \$650 (Internet service only)	\$300
<u>Subscriber Indirect Access Fee</u> : A monthly fee payable by every professional subscriber that receives indirect access to OPRA Data via a data feed transmission from an OPRA vendor. This fee shall not apply to a subscriber that receives a data feed transmission on a single, stand-alone computer for the sole purpose of providing a single-screen display of OPRA Data for the subscriber's internal use, or to a subscriber whose access and entitlement to OPRA Data received via a data feed transmission is controlled by an authorized control service provider or by the vendor furnishing the data feed transmission.	\$600	\$100

Description	Basic Service ¹	FCO Service
<u>Direct Access Fee:</u> Monthly fee payable by every vendor and professional subscriber that has been authorized by OPRA to receive OPRA Data directly from OPRA's processor. This charge includes one primary and one back-up circuit connection at the processor. Additional circuit connections are available at a monthly charge of \$100 per connection.	\$1,000	\$150
<u>Voice-Synthesized Market Data Service Fee:</u> Monthly fee payable in arrears by every vendor or professional subscriber that offers a voice-synthesized market data service. (To offer such a service, a professional subscriber must enter into a Voice-Synthesized Market Data Service Rider to its Professional Subscriber Agreement.) The fee is based on the number of active simultaneously accessible ports of the voice-synthesized computer facility of the vendor or professional subscriber through which the service is furnished. Alternatively, a vendor (but not a professional subscriber) may elect in writing to pay a usage-based fee for OPRA Data accessed over vendor's voice-synthesized market data service as an alternative to the port-based fee. All inquiries are counted for purposes of calculating usage-based fees, except that requests for "delayed" and "historical" OPRA Data are not counted.	Port-based fee, same as device-based Professional Subscriber Fee treating each port as one device; or usage-based fee at a rate of \$0.005 per "quote packet" or \$0.02 per "options chain".	Port-based fee at a rate of \$1 per port, or usage-based fee at a rate of \$0.005 per "quote packet".
<u>Control Service Fee:</u> A monthly fee payable by every authorized control service provider that offers a market information electronic data control service to OPRA subscribers and in connection therewith has entered into a Data Control Service Agreement with OPRA.	\$2,800	N/A
<u>Television Display Fee:</u> A monthly fee payable by every Vendor that has entered into a Television Dissemination Rider with OPRA.	\$0.50 per 1,000 households reached ⁸	N/A

¹ OPRA's Basic Service includes all last sale and quotation information pertaining to equity options, index options and foreign currency options, except for a single "legacy" class of foreign currency options traded on PHLX that will continue to be included in OPRA's FCO Service until that class expires in March 2008, after which the FCO Service will be discontinued.

² Copies of these Policies will be mailed to any Subscriber upon request. Among other things, these Policies describe the circumstances in which a Professional Subscriber may count "User IDs" that are capable of receiving OPRA information as a surrogate for counting "devices," and pay OPRA's Professional Subscriber Fees based on the number of its User IDs rather than on the number of its devices.

³ OPRA offers new Professional Subscribers the opportunity to receive OPRA's Basic Service on a "free trial" basis for the first 30 days. In order to qualify for the 30-day free trial, a new Subscriber must sign a Professional Subscriber Agreement and indicate on the Agreement that it wishes to subscribe for a 30-day free trial period. Unless the Subscriber notifies OPRA in writing before the end of the 30-day trial period that it wishes to cancel its subscription to OPRA's Basic Service, the Subscriber will be obligated to pay access fees to OPRA at the device-based rate (or

the alternative Enterprise Rate) commencing on the 31st day following the day its subscription to the Basic Service was initiated.

⁴ As an alternative to the Device-Based Professional Subscriber Fee, OPRA's Enterprise Rate Professional Subscriber Fee is available to those Subscribers that (i) are members or associate members in good standing of one or more of the exchanges that are parties to the OPRA Plan, and (ii) elect to pay Subscriber Fees at the Enterprise Rate by signing the Enterprise Rate Amendment to the Subscriber Agreement. The Enterprise Rate Subscriber Fee in effect commencing January 1, 2008 is a monthly fee of \$21.00 times the number of a Subscriber's registered representatives based in the United States, its territories and possessions as reported by FINRA, subject to a minimum monthly fee of \$4,200 per subscriber; commencing January 1, 2009, the monthly fee becomes \$22.00 times the number of a Subscriber's registered representatives based in the United States, its territories and possessions as reported by FINRA, subject to a minimum monthly fee of \$4,400 per subscriber; and commencing January 1, 2010, the monthly fee becomes \$23.00 times the number of a Subscriber's registered representatives based in the United States, its territories and possessions as reported by FINRA, subject to a minimum monthly fee of \$4,600 per subscriber; in each case, subject to adjustment in accordance with the Enterprise Rate Amendment to the Subscriber Agreement. (In reporting the number of its registered representatives, Subscriber need not include persons previously registered as representatives who are at the time of the report legally prohibited from acting as registered representatives (because, for example, their registrations have lapsed, been suspended, or terminated) and who are not so acting.) Payment of the Enterprise Rate Professional Subscriber Fee entitles Subscriber to access OPRA's Basic Service at any of its locations in the United States, its territories and possessions, except that Subscribers who pay the Enterprise Rate Professional Subscriber Fee on the basis of more than 7,000 registered representatives (i.e., a monthly fee in excess of \$147,000 in 2008, \$154,000 in 2009, and \$161,000 in 2010) are entitled to access OPRA's Basic Service at any of their locations worldwide. In addition, payment of the Enterprise Rate Professional Subscriber Fee by a Subscriber allows OPRA's Basic Service to be made available to independent investment advisers who are under contract with the Subscriber to provide investment advisory services to the Subscriber's customers. All such investment advisers will be deemed to be registered representatives of the Subscriber for purposes of calculating the Subscriber's Enterprise Rate Professional Subscriber Fee.

⁵ A "quote packet" consists of any one or more of the following values: last sale, bid/ask, and related market data for a single series of options or a related index; an "options chain" consists of last sale, bid/ask, and related market data for up to all series of put and call options on the same underlying security or index.

⁶ OPRA Data becomes "delayed" after at least 15 minutes have passed since the information was first transmitted by OPRA, OPRA's processor or an OPRA Participant to vendors. OPRA Data derived from a given trading day of an options market becomes "historical" upon the opening of trading on the next succeeding trading day of that market.

⁷ Usage-based Vendor Fees for Basic Service may not exceed the following maximum monthly amounts: For a professional subscriber, the monthly fee is capped at the highest per-device fee applicable to a professional subscriber times the number of the professional subscriber's authorized user IDs; for a nonprofessional subscriber, the monthly fee is capped at \$1.00.

⁸ The term "households reached" is defined in the Television Dissemination Rider. Prorating of the "per 1,000 households reached" fee (but not the monthly maximum) is permitted if Vendor displays OPRA Data for less than its entire business day, based upon the number of minutes

current OPRA Data is displayed by Vendor divided by 390 (or such other number as OPRA reasonably designates from time to time to represent the number of minutes that the U.S. markets are open for trading). Vendor may simulcast over multiple television channels and not be charged more than once for households reached that have access to multiple simulcast channels.

michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New_York

ATTACHMENT B-1

OPTIONS PRICE REPORTING AUTHORITY

ELECTRONIC FORM OF
SUBSCRIBER AGREEMENT

IMPORTANT NOTICE: THIS SUBSCRIBER AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND *[INSERT VENDOR NAME]* FOR YOU TO RECEIVE INFORMATION PUBLISHED BY THE OPTIONS PRICE REPORTING AUTHORITY ("OPRA"). PLEASE READ THIS AGREEMENT CAREFULLY. AFTER YOU HAVE READ THIS AGREEMENT, PLEASE INDICATE YOUR AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS BY CLICKING ON THE "I AGREE" BUTTON AT THE END. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL BE UNABLE TO RECEIVE THE INFORMATION.

By completing and submitting this Agreement, you are applying to receive from *[insert Vendor name, street address and email address]* ("Vendor") a market data service (the "Service") providing access to current options last sale and quotation information and related information ("OPRA Data") published by OPRA pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Agreement, Vendor is authorized to act on behalf of the "OPRA Participants," which are those national securities exchanges who, from time to time, are parties to this Plan. The person who acts from time to time as data processor on behalf of OPRA is referred to herein as "OPRA's Processor."

By completing and submitting this Agreement and clicking on the "I agree" button at the end of this Agreement, you are consenting to enter into this Agreement in electronic form. You have the right to withdraw your consent by terminating this Agreement and your receipt of the OPRA Data. Your right to terminate this Agreement and your receipt of the OPRA Data, and the procedure you must follow to do so, are described in paragraph 6 below. If any information needed to contact you electronically changes, the procedure for notifying Vendor is described in paragraph 11 below. If you wish to have a copy of this Agreement in paper form and you are unable to print a copy on your own computer system, Vendor will provide you with a paper copy at no charge upon its receipt of your request transmitted as described in paragraph 11. You may access a copy of this Agreement electronically at no charge, if your access to OPRA Data is from a device capable of receiving text, by *[insert description of procedure for accessing the Agreement]*.

This Agreement includes an "Addendum for Nonprofessionals." The term "Nonprofessional" is defined in the Addendum. The purpose of the Addendum is to determine whether you are a Nonprofessional under this definition. If you are a Nonprofessional under this definition, OPRA's charges to Vendor for your use of the OPRA Data are subject to a cap, and you may be entitled to pay lower fees to Vendor. You do not need to complete the Addendum, but if you do not do so, or if you cannot agree with all of the statements in the Addendum, OPRA will not consider you to be a Nonprofessional.

You hereby represent and agree as follows:

1. Your full name and address are: *[Vendor must provide a means for Subscriber to furnish this information]*
2. You shall receive the Service and the OPRA Data included therein solely for your own business or personal use, and you shall not retransmit or otherwise furnish the OPRA Data to any person, other than your own employees on devices that are subject to the control of Vendor. If you are a Nonprofessional and have completed the Addendum for Nonprofessionals, you are only permitted under this Agreement to use the OPRA Data for the investment activities described in the Addendum for Nonprofessionals.
3. You acknowledge that OPRA Data is and shall remain the property of the OPRA Participant on which a reported transaction took place or a reported quotation was entered.
4. **DISCLAIMER OF LIABILITY -- NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE OPRA DATA SUPPLIED TO YOU HEREUNDER AND NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY, TO YOU OR TO ANY OTHER PERSON, FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE OPRA DATA OR IN THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL VENDOR, OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.**
5. The terms of this Agreement may be modified at any time upon notice to you. If you do not assent to this Agreement as modified at or prior to the time you next attempt to access the Service, this Agreement shall automatically be terminated. This Agreement as modified shall apply to your use of the Service from and after the date of the modification.
6. Your receipt of the OPRA Data hereunder may be terminated at any time by you or by Vendor upon 30 days notice from the terminating party to the other party, and may be terminated immediately upon a determination by Vendor or OPRA that you are not in compliance with this Agreement.

7. Nothing herein shall be deemed to prevent or restrict OPRA, OPRA's Processor or any OPRA Participant from discontinuing to furnish OPRA Data for dissemination or from making such changes in the speed of transmission, the characteristics of the electrical signals representing the OPRA Data or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate, with or without notice to you. You shall not hold OPRA, OPRA's Processor, or any OPRA Participant liable for any resulting liability, loss or damage that may arise therefrom.
8. You agree to notify Vendor promptly of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with your receipt of the OPRA Data.
9. The parties acknowledge and agree that this Agreement is for the express benefit of OPRA, OPRA's Processor and each OPRA Participant.
10. The provisions of Sections 3, 4 and 9 will survive any termination of this Agreement and will remain in full force and effect.
11. All notices under this Agreement may be provided either in writing or electronically. All written notices to Vendor shall be sent to the Vendor's street address set forth above and all such notices to you shall be sent to the street address that you provide in paragraph 1. All electronic notices to Vendor shall be sent to Vendor's email address set forth above and all such notices to you shall be provided to you where you access the OPRA Data electronically.

IF YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE, PLEASE TYPE IN YOUR NAME AND ADDRESS IN THE SPACES PROVIDED ABOVE AND CLICK ON THE "I AGREE" BUTTON BELOW. By clicking on the "I AGREE" button below and typing in your name as indicated above, you agree that:

- i) you have read and you understand all of the terms and conditions set forth above; and
- ii) you intend to form a legally binding and valid contract under which you will be bound by all of the terms and conditions set forth above.

"I AGREE"

ADDENDUM FOR NONPROFESSIONALS

(To be completed by Nonprofessional Subscribers only)

The purpose of this Addendum is to determine whether you are a "Nonprofessional" for OPRA's purposes. OPRA defines a "Nonprofessional" as a legal person for whom the four statements set out in paragraphs 1(a) through (d) of this Addendum are true.

1. You represent and agree that the following statements are and will continue to be true for so long as you receive OPRA Data as a Nonprofessional:

(a) You are either a "natural person" (an individual human being) or a "qualifying trust."* You are not a corporation, partnership, limited liability company, or other form of entity (including any form of trust that does not qualify as a qualifying trust). If you agree, click on "I AGREE":

"I AGREE"

(b) If you are a natural person, you shall use the OPRA Data solely in connection with your personal investment activities and the personal investment activities of your immediate family members** and qualifying trusts of which you are the trustee or custodian. If you are a qualifying trust, you shall use the OPRA Data solely in connection with your personal investment activities. In any case, you shall not use the OPRA Data in connection with any trade, business, professional or other commercial activities. If you agree, click on "I AGREE":

"I AGREE"

(c) You are not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing. If you agree, click on "I AGREE":

"I AGREE"

(d) You are not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity. If you agree, click on "I AGREE":

"I AGREE"

2. You agree to notify Vendor promptly if your circumstances change such that any of the statements in Section 1 of this Addendum would no longer be true for you.

"I AGREE"

*The term "qualifying trust" means (a) any irrevocable or revocable trust (1) which has only one trustee, who is a natural person and is not receiving any compensation for acting as trustee and (2) of which the only current beneficiaries are any one or more of the trustee and the immediate family members of the trustee, and (b) any custodial account established under a Uniform Transfers to Minors Act or similar state statute (1) which has only one custodian, who is a natural person and is not receiving any compensation for acting as custodian, and (2) of which the beneficiary is a lineal descendant (a child, grandchild, etc.) of the custodian. A "current beneficiary" is a beneficiary to whom the current income or principal of the trust may or must then be distributed, ignoring the possible exercise of any then unexercised power of appointment. The term "immediate family members" is defined in the footnote to paragraph 1(b) of this Addendum.

**The term "immediate family members" means, with reference to a particular natural person, the spouse of that person, that person's lineal ancestors (that is, parents, grandparents, etc.) and lineal descendants (that is, children, grandchildren, etc.), and the spouses (including surviving spouses) of that person's lineal ancestors and lineal descendants. The term includes step and adoptive relationships.

ATTACHMENT B-2
OPTIONS PRICE REPORTING AUTHORITY
HARDCOPY FORM OF
SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement") is an agreement between the undersigned ("Subscriber" or "you") and _____ [insert Vendor name and address] ("Vendor").

The purpose of this Agreement is to establish the terms and conditions upon which you may receive from Vendor a market data service (the "Service") providing access to information published by the Options Price Reporting Authority ("OPRA"). The information published by OPRA consists of current options last sale and quotation information and related information ("OPRA Data"). The OPRA Data is published by OPRA pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Agreement, Vendor is authorized to act on behalf of the "OPRA Participants," which are those national securities exchanges who, from time to time, are parties to this Plan. The person who acts from time to time as data processor on behalf of OPRA is referred to in this Agreement as "OPRA's Processor."

This Agreement includes an "Addendum for Nonprofessionals." The term "Nonprofessional" is defined in the Addendum. The purpose of the Addendum is to determine whether you are a Nonprofessional under this definition. If you are a Nonprofessional under this definition, OPRA's charges to Vendor for your use of the OPRA Data are subject to a cap, and you may be entitled to pay lower fees to Vendor. You do not need to complete the Addendum, but if you do not do so, or if you cannot agree with all of the statements in the Addendum, OPRA will not consider you to be a Nonprofessional.

You hereby represent and agree as follows:

1. Your full name and address: (please type)
2. You shall receive the Service and the OPRA Data included therein solely for your own business or personal use, and you shall not retransmit or otherwise furnish the OPRA Data to any person other than your own employees on devices that are subject to the control of Vendor. If you are a Nonprofessional in accordance with the Addendum for Nonprofessionals, you are only permitted under this Agreement to use the OPRA Data for the investment activities described in the Addendum for Nonprofessionals.
3. You acknowledge that OPRA Data is and shall remain the property of the OPRA Participant on which a reported transaction took place or a reported quotation was entered.
4. **DISCLAIMER OF LIABILITY -- NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE OPRA DATA SUPPLIED TO**

YOU HEREUNDER AND NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY, TO YOU OR TO ANY OTHER PERSON, FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE OPRA DATA OR IN THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL VENDOR, OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.

5. Your receipt of the OPRA Data hereunder may be terminated at any time by you or by Vendor upon 30 days notice from the terminating party to the other party, and may be terminated immediately upon a determination by Vendor or OPRA that you are not in compliance with this Agreement.
6. Nothing herein shall be deemed to prevent or restrict OPRA, OPRA's Processor or any OPRA Participant from discontinuing to furnish OPRA Data for dissemination or from making such changes in the speed of transmission, the characteristics of the electrical signals representing the OPRA Data or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate, with or without notice to you. You shall not hold OPRA, OPRA's Processor, or any OPRA Participant liable for any resulting liability, loss or damage that may arise therefrom.
7. You agree to notify Vendor promptly of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with your receipt of the OPRA Data.
8. The parties acknowledge and agree that this Agreement is for the express benefit of OPRA, OPRA's Processor and each OPRA Participant.
9. The provisions of Sections 3, 4 and 8 survive any termination of this Agreement and remain in full force and effect.
10. All notices to Vendor under this Agreement shall be sent to the Vendor's street address set forth above and all notices to you under this Agreement shall be sent to the street address that you provide in paragraph 1.

Dated: _____, _____

(Subscriber's Name)

By:

(Signature of or on behalf of Subscriber)

ADDENDUM FOR NONPROFESSIONALS

(To be completed by Nonprofessional Subscribers only)

The purpose of this Addendum is to determine whether you are a "Nonprofessional" for OPRA's purposes. OPRA defines a "Nonprofessional" as a legal person for whom the four statements set out in paragraphs 1(a) through (d) of this Addendum are true.

1. You represent and agree that the following statements are and will continue to be true for so long as you receive OPRA Data as a Nonprofessional:

(a) You are either a "natural person" (an individual human being) or a "qualifying trust."* You are not a corporation, partnership, limited liability company, or other form of entity (including any form of trust that does not qualify as a qualifying trust).

(b) If you are a natural person, you shall use the OPRA Data solely in connection with your personal investment activities and the personal investment activities of your immediate family members** and qualifying trusts of which you are the trustee or custodian. If you are a qualifying trust, you shall use the OPRA Data solely in connection with your personal investment activities. In any case, you shall not use the OPRA Data in connection with any trade, business, professional or other commercial activities.

(c) You are not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing.

(d) You are not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

2. You agree to notify Vendor promptly if your circumstances change such that any of the statements in Section 1 of this Addendum would no longer be true for you.

(Subscriber's Signature)

(Type or print Subscriber's Name)

*The term "qualifying trust" means (a) any irrevocable or revocable trust (1) which has only one trustee, who is a natural person and is not receiving any compensation for acting as trustee and (2) of which the only current beneficiaries are any one or more of the trustee and the immediate family members of the trustee, and (b) any custodial account established under a Uniform Transfers to Minors Act or similar state statute (1) which has only one custodian, who is a natural person and is not receiving any compensation for acting as custodian, and (2) of which the beneficiary is a lineal descendant (a child, grandchild, etc.) of the custodian. A "current beneficiary" is a beneficiary to whom the current income or principal of the trust may or must then be distributed, ignoring the possible exercise of any then unexercised power of appointment. The term "immediate family members" is defined in the footnote to paragraph 1(b) of this Addendum.

**The term "immediate family members" means, with reference to a particular natural person, the spouse of that person, that person's lineal ancestors (that is, parents, grandparents, etc.) and lineal descendants (that is, children, grandchildren, etc.), and the spouses (including surviving spouses) of that person's lineal ancestors and lineal descendants. The term includes step and adoptive relationships.

CONDITIONS FOR USE OF ELECTRONIC SUBSCRIBER AGREEMENTS

(1) Vendor's Exhibit A attached to this Agreement shall describe the procedures and system that Vendor proposes to use in connection with the administration of Electronic Subscriber Agreements. This description shall include at least the following information:

- i. how Vendor's customers electronically register for Vendor's own services;
- ii. how Vendor will capture, record and document each Subscriber's assent to an Electronic Subscriber Agreement; and
- iii. the attribution procedure that Vendor will use in connection with its administration of Electronic Subscriber Agreements, including the procedure used to verify the identity of each Subscriber and to confirm the terms of the Electronic Subscriber Agreement assented to by that Subscriber.

(2) Vendor must present the complete text of the Electronic Subscriber Agreement (or any amendment or modification thereto) to the Electronic Subscriber on the computer screen before the Electronic Subscriber is requested to manifest the Electronic Subscriber's assent to its terms and conditions.

(3) Vendor must require each Electronic Subscriber to manifest its assent to any Electronic Subscriber Agreement (or any amendment or modification thereto) by "clicking" at the appropriate spaces on the computer screen or in another manner that is described on Exhibit A and is acceptable to OPRA.

(4) Vendor must adopt a commercially reasonable attribution procedure for all Electronic Subscriber Agreements and all amendments and modifications thereto, and each Electronic Subscriber must agree to an Electronic Subscriber Agreement pursuant to that procedure.

(5) The text of the Electronic Subscriber Agreement (and any modifications or amendments thereto) entered into by a particular Electronic Subscriber must be available

for review at the request of the Subscriber every time the Subscriber accesses OPRA Data.

(6) Each time an Electronic Subscriber accesses the Service, the following notice (or similar notice in a form approved in writing by OPRA) must prominently appear on the first screen viewed by the Subscriber:

YOUR RECEIPT AND USE OF THIS SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF YOUR ELECTRONIC AGREEMENT WITH [VENDOR]. TO VIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE [CLICK HERE](#).