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POLICIES WITH RESPECT TO DEVICE-BASED FEES

Professional Subscribers that enter into Professional Subscriber Agreements directly with OPRA pay fees for the use of OPRA information directly to OPRA. These fees may be calculated using either "device-based" rates or "enterprise" rates. (A Professional Subscriber that enters into a Subscriber Agreement with a Vendor does not pay fees directly to OPRA. Instead, the Vendor pays usage-based fees to OPRA for the Professional Subscriber's use of OPRA information, and the Professional Subscriber pays fees to the Vendor under the financial arrangements that they establish.) The OPRA policies described in this document relate to device-based fees.

As the term "device-based" suggests, the basic method for calculating a Professional Subscriber's device-based fees is to determine the number of devices that the Professional Subscriber has that are capable of receiving OPRA information. However, if a Professional Subscriber complies with the requirements described in the section of this document entitled "System Requirements for Using User IDs to Calculate Device-based Fees," OPRA will permit the Professional Subscriber to count "User IDs" that are capable of receiving OPRA information as a surrogate for counting devices, and to pay fees based on the number of User IDs using the same Fee Schedule for Professional Subscribers that is used for device-based counts.

A Professional Subscriber cannot mix device-based counting and User ID-based counting at the same location, but a Professional Subscriber may use one type of counting at one location and the other at another location. If a Professional Subscriber uses both types of counting, OPRA will simply add the totals together for purposes of determining the Subscriber's monthly fee in accordance with the Fee Schedule.

Billing for Affiliates

OPRA's policy is to permit a parent entity to conduct business with OPRA on behalf of its wholly-owned subsidiaries as well as on its own behalf. In all other situations OPRA adheres to a general policy in its contract relationships with Professional Subscribers and other persons of conducting business on an "entity-by-entity" basis, and not on a "family of affiliates" basis. Thus, for example, OPRA would permit a wholly-owned subsidiary of a company that is a Professional Subscriber to receive OPRA information on the subsidiary's devices under the terms of the parent's Professional Subscriber Agreement, i.e., without having a second Professional Subscriber Agreement in effect. But OPRA would require two entities that are "sister" affiliates of each other and that each wants to become a Professional Subscriber and to pay device-based fees to each sign a Professional Subscriber Agreement with OPRA.

This general policy is relevant to determinations of device-based fees in at least two respects:

- OPRA permits a parent entity to aggregate the devices and/or User IDs of its wholly-owned subsidiaries that are under the parent's Professional Subscriber Agreement with its own devices and/or User IDs for purposes of determining the applicable device-based rate, but does not permit any other aggregation of devices or User IDs – even by entities that are in other affiliate relationships with each other – for purposes of determining the applicable device-based rate.

- If a parent entity that has entered into a Professional Subscriber Agreement is entitled to use the "Member" rate schedule for OPRA's Basic Service (because it is a member or associate member in good standing of one of the OPRA Participant Exchanges), then the "Member" rate schedule will also be available to the parent's wholly-owned subsidiaries that are under the parent's Professional Subscriber Agreement. If a parent entity that has entered into a Professional Subscriber Agreement is not entitled to use the "Member" rate schedule, then the "Member" rate schedule would not be available to a wholly-owned subsidiary that is under the parent's Professional Subscriber Agreement even if the subsidiary is a member or associate member in good standing of one of the OPRA Participant Exchanges. (This might be a situation in which the subsidiary should enter into its own Professional Subscriber Agreement, since it would then be entitled to use the "Member" rate schedule.) Except in the case in which a parent entity is entitled to use the "Member" rate schedule for itself and its wholly-owned subsidiaries, the availability of the "Member" rate schedule to any entity may not be extended to any other entity, including any affiliate of the entity that is entitled to use the "Member" rate schedule.

System Requirements for Using User IDs to Calculate Device-based Fees

If a Professional Subscriber wants to use User ID counts rather than device counts for purposes of determining device-based fees at a particular location, the system(s) that control User ID entitlement at the location must satisfy the following requirements:

- The system(s) must assign a unique User ID to each person who will have access to OPRA information and must be capable of maintaining, for audit purposes, a record of the names of all users with access to the network together with their associated user IDs and their respective entitlements.
- The system(s) must be configured to preclude simultaneous access by the same user ID from more than one terminal on the network.
- The system(s) must have the ability to generate reports for the location detailing those persons entitled to access OPRA information, and to retain these reports for a period of three years for audit purposes.

In addition, the Professional Subscriber must have a policy in place prohibiting the sharing of User IDs, and must have procedures in place to assure reasonable compliance with the policy.

If any of these requirements is not satisfied (e.g., if the entitlement control system does not prohibit simultaneous access by the same User ID), device-based fees must be based on counting the devices that are capable of receiving OPRA information rather than on counting User IDs.

Counting Devices and User IDs

OPRA does not require that more than one fee be paid with respect to any device, or any User ID, that is capable of receiving OPRA information, even if the device or User ID is capable of receiving OPRA information from more than one source or "service." Thus, for example, if a particular device is receiving data from both a Vendor A service and a Vendor B service, OPRA does not require that the Professional Subscriber pay two device-based fees for that device. Similarly, if a particular device is receiving data from both a Vendor A service and a datafeed controlled by the Professional Subscriber itself, OPRA does not require that the Professional Subscriber pay two device-based fees for that device.

Professional Subscriber's Responsibility to Verify Invoices

Each Professional Subscriber is responsible for verifying that the invoices it receives from OPRA are accurate. In particular, each Professional Subscriber is responsible for verifying that it is not being billed twice for the same device or User ID. OPRA invoices each Professional Subscriber that has elected to pay device-based fees based on information that OPRA receives from Vendors (with respect to devices and User IDs that are under Vendor control) and from the Professional Subscriber itself (with respect to devices and User IDs that are under the control of the Professional Subscriber). It can be difficult for OPRA to recognize that a device or User ID reported as receiving OPRA information by two different Vendors, or by a Vendor and the Professional Subscriber, is in fact the same device or User ID.

If a Professional Subscriber informs OPRA that a current OPRA invoice double bills for a particular device or User ID or is otherwise inaccurate, OPRA will correct the current invoice and its records so that the double billing or other inaccuracy does not continue. However, OPRA's policy is to not provide refunds or credits for a double billing or other inaccuracy for any period of time prior to the period covered by the Professional Subscriber's current invoice.