

NASDAQ Trader® Secure Data Subscription Checklist

_____ Read the following documents:

- NASDAQ Web Access Agreement
- NASDAQ Trader Addendum
- Soft Dollar Amendment to NASDAQ Web Access Agreement (if applicable)
- Soft Dollar Letter to Paying Organization (if applicable)
- Monthly Fees
- Subscription Packages Order Form

_____ Sign both copies of the *NASDAQ Web Access Agreement* (10 pages). Complete all pages of the cover sheet. An authorized officer must sign and date the cover sheets. Incomplete agreements will be returned and will delay service. If your firm has already executed the NASDAQ Web Access Agreement, your firm must send a copy of the executed agreement.

_____ Read the *NASDAQ Trader Addendum* (two pages). If your firm has already executed the NASDAQ Trader Addendum for another Web service, please verify that the person specified to receive notices and that the Security Administrator (and alternate) in the NASDAQ Web Access Agreement are correct.

_____ **If applicable**, sign two copies of the *Soft Dollar Amendment* (one page).

_____ **If applicable**, send two copies of the *Soft Dollar Letter* (one page) to the Paying Organization (Payor). Request the Paying Organization to have an authorized officer sign and execute the letter as well as provide the information requested in the letter. Have the Paying Organization send back one original signed copy to you (the Subscribing Organization).

_____ Complete the *Subscription Packages Order Form* (two pages).

_____ Return both copies of the signed agreement (or copy of the executed agreement) with two copies of the addendums, two copies of the signed test agreement, and if applicable, two copies of the signed *Soft Dollar Amendment* and one copy of the original signed copy of the *Soft Dollar Letter* from the Paying Organization, to the NASDAQ Web Security Help Desk at the address below. Please note that all agreements must be signed and executed by an authorized officer at your firm. Signed agreements should be sent to the address below, or such other address as NASDAQ shall inform Subscriber:

The NASDAQ Stock Market, LLC
One Liberty Plaza
New York, NY 10006
Attn: Subscriber Services

NASDAQ will execute your agreements and return one copy to the address you deem the "Subscriber Principal of Business" on the agreement cover sheet. We will retain the second copy of your agreements for our records.

If you have any questions concerning the terms of these agreements, please contact the Subscriber Services at 212.231.5180

NASDAQ WEB ACCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between The Nasdaq Stock Market, LLC, a Delaware limited liability corporation whose principal offices are located at One Liberty Plaza, 165 Broadway, New York, NY 10006, or one of its subsidiaries or affiliates, and the Subscriber, as identified below. The Nasdaq Stock Market, LLC and its subsidiaries and affiliates are collectively referred to herein as "Nasdaq". The Agreement is dated as of the date executed by Nasdaq.

Subscriber's access to the Service as made available by Nasdaq is more fully defined in, and is governed by, the documents noted below, which are attached hereto and incorporated by reference as if set forth in full herein.

Nasdaq Web Access Agreement (Version 7/2006)

Attachment A User and Security Administrator Requirements (Version 7/2006)

The following documents are applicable if initialed by a duly authorized officer of Subscriber or if an Effective Date is noted by Nasdaq:

- _____ Attachment B MFQS SM Addendum for Mutual Fund Families
- _____ Attachment C MFQS Addendum for Pricing Agents
- _____ Attachment D Nasdaq Trader SM Addendum (Version 7/2006)
- _____ Attachment E MFQS Addendum for Mutual Fund Families Using Pricing Agents
- _____
- _____
- _____
- _____
- _____
- _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. Signature on this cover sheet is in lieu of, and has the same effect as, signature on each document initialed or noted with an Effective Date. This cover sheet supersedes all prior cover sheets.

Subscriber Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Subscriber NASDAQ
Broker/Dealer
Number, if applicable: _____

Subscriber's Principal Place of
Business: _____

Identification of Subscriber: a) type of entity, i.e., corporation, limited partnership, general partnership, sole proprietorship, etc.: _____

b) State of incorporation or registration, if applicable: _____

All notices, invoices, and other communications ("Notices") (except Notices of changes related to payments, fees or charges under the Agreement) required to be given in writing under the Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (a) and (b) below and shall be deemed to have been duly given upon actual receipt by the parties, or upon constructive receipt if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt to the following addresses or such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below. In addition, if an e-mail address is provided, Nasdaq may give Notices to Subscriber by e-mail addressed to the person(s) identified in subsection (a) or to Subscriber's Security Administrator. By providing an e-mail address, Subscriber agrees that any receipt received by Nasdaq from Subscriber's service provider or internet computer server indicating that the e-mail was received shall be deemed proof that Subscriber received the message. If you cannot see or printout all or any portion of the message, you must contact Nasdaq at 212.231.5180.

(a) if to Subscriber:

With, in the event of Notices of dispute or default a copy to:

Name:	_____	_____
Title:	_____	_____
Address:	_____	_____
	_____	_____
	_____	_____
Telephone#:	_____	
Fax #:	_____	
E-mail:	_____	

Note: Subscriber should only provide an e-mail address if you are requesting Nasdaq to send legal Notices by e-mail.

(b) If to Nasdaq:

With, in the event of notices of or dispute, a required copy to:

The Nasdaq Stock Market, LLC.
One Liberty Plaza
New York, NY 10006
Attn: Subscriber Services
Telephone #: 212.231.5180

The Nasdaq Stock Market, Inc.
Office of General Counsel
9600 Blackwell Road
Rockville, MD 20850
Attn: Edward Knight
Executive Vice-President and General Counsel.

In addition, Subscriber is responsible for providing Nasdaq's Agreement Administrator with a name, telephone number, fax number and e-mail address for its Security Administrator(s) per authorized Subscriber location. Subscriber has an affirmative obligation to keep this information contained herein accurate and update by providing Nasdaq with prompt Notice of any changes.

Subscriber's Security Administrator:
Primary Location

Name: _____

Title: _____

Address: _____

Telephone#: _____

Fax #: _____

E-mail: _____

Subscriber's Alternate Security Administrator:
Primary Location

Name: _____

Title: _____

Address: _____

Telephone#: _____

Fax #: _____

E-mail: _____

Subscriber's Security Administrator:
Branch Location

Name: _____

Title: _____

Address: _____

Telephone#: _____

Fax #: _____

E-mail: _____

Subscriber's Alternate Security Administrator:
Branch Location

Name: _____

Title: _____

Address: _____

Telephone#: _____

Fax #: _____

E-mail: _____

The Nasdaq Stock Market, Inc. Use only:

Executed this _____ day of _____, _____, for and on behalf of:

The Nasdaq Stock Market, Inc.

By: _____

Name: _____

Title: _____

NASDAQ WEB ACCESS AGREEMENT

WHEREAS, Nasdaq has developed certain Nasdaq services which enable eligible individuals or entities to receive information and data from a Nasdaq Web site relating to a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) Persons regulated by, or to activities of, Nasdaq; c) Nasdaq Issuers; d) services offered by Nasdaq from other sources; or e) other information and data from Nasdaq ("Service").

WHEREAS, Subscriber, representing that it is eligible to do so, is desirous of receiving access to the Service;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The word "*Nasdaq*" means The Nasdaq Stock Market, Inc. and its subsidiaries and affiliates. The word "*or*" includes the word "*and*". The phrase "*Claims and Losses*" means any and all liabilities, obligations, losses, damages, penalties, claims, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' fees and disbursements (including in-house counsel). The word "*Person*" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever. The phrase "*Nasdaq Requirements*" means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC; (b) the rules and regulations of Nasdaq; (c) Nasdaq' decisions, interpretations, operating procedures, specifications, requirements, and other documentation (including, but not limited to, user and subscriber guides); and (d) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States or any other applicable jurisdiction (including in the area of intellectual property); and (e) the successors, as they may exist at the time, of the components of the Nasdaq Requirements. The term "*Security Device*" means any passwords, User identification numbers, certificates, or other form(s) of authentication or security used to access the Service. The word "*User*" means a Subscriber or a Subscriber's employees or associated person under the United States Exchange Act of 1934 who is eligible to use any portion of the Service that requires a Security Device.

Section 2. Agreement to Provide Service; Compliance with Nasdaq Requirements; Subscriber Warranty. Until the Agreement is terminated or canceled, Nasdaq agrees to provide to Subscriber, on the terms and conditions set forth herein, the Service, which Subscriber requests and for which Subscriber is eligible under the Nasdaq Requirements. Subscriber warrants that it is, will continue to be during the term of this Agreement, and will only use the Service, in compliance with the Agreement and the Nasdaq Requirements. Subscriber further warrants that it shall provide Nasdaq with prompt Notice of any change in the name of the Subscriber, the address of the Subscriber, Subscriber's Security Administrator or any other relevant information. Subscriber agrees that (a) the Service is provided when Nasdaq provides a server or other provider that Subscriber may access, whether or not Subscriber actually accesses it; and (b) there are no standards of performance for the Service except any that are expressly set forth in this Agreement.

Section 3. Payment Taxes. Subscriber agrees to pay to Nasdaq or Nasdaq's designee the then effective charges as set forth in the Nasdaq Requirements and as amended by Nasdaq in its sole discretion from time to time, including all applicable deposits, interest, late fees and/ or penalties (including, but not limited to, charges incurred after termination, cancellation, or rescission of this Agreement), which payments shall be made without recoupment or setoff by Subscriber. In addition, Subscriber shall pay any taxes, charges or assessments (other than taxes imposed on the net income of Nasdaq) by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof, and any penalties of interest relating to the provision of the Service to Subscriber. Subscriber shall not be responsible for the penalty or interest that is imposed on Nasdaq as a result of Nasdaq's failure to pay any taxes, charges, or assessments in a timely manner, unless Nasdaq's failure was a result of a good faith disagreement with the taxing authority as to any tax, charge, or assessment. In addition, if Subscriber is required by applicable law to deduct or withhold any such tax, charge, or assessment from the amounts due Nasdaq, then such amounts due shall be increased so that the amount actually received by Nasdaq after the deduction or withholding of any such tax, charge, or assessment, will equal one hundred percent (100%) of the charges that are owed. Payment for the Service is due within thirty (30) days of the receipt of an invoice. Payment shall be made in immediately available United States funds by a check drawn against a chartered United States financial institution or any other institution acceptable to Nasdaq or by electronic funds transfer to an institution of Nasdaq's choosing.

Section 4. Changes to Service. Subscriber acknowledges and agrees that nothing in this Agreement constitutes an undertaking by Nasdaq to continue providing the Service, or any aspect of the Service, in its present form or under the current Nasdaq Requirements. Nasdaq, in its sole discretion, may from time to time make additions to, deletions from, or modifications to the Service, the Nasdaq Requirements and the terms of the Agreement. Except for changes in content, Nasdaq shall undertake reasonable efforts to notify Subscriber of any material change to the Service and the Nasdaq Requirements. Nasdaq may so notify Subscriber by posting the change on the Services' Web site(s). Receipt or use of the Service after any change shall constitute acceptance of the Service, the Nasdaq Requirements and the Agreement as changed.

Section 5. License to Use. Nasdaq grants Subscriber a non-exclusive, non-transferable, non-assignable license during the term of this Agreement to receive and use the Service as made accessible by Nasdaq and thereafter to use the information and data transmitted from the Service for any purpose not inconsistent with the terms of this Agreement or with the Nasdaq Requirements.

(a) Subscriber acknowledges and agrees that Nasdaq has certain proprietary rights in the Service. Subscriber further agrees that Nasdaq' third party information providers have proprietary rights in their respective information and data. In the event of any misappropriation or misuse, Nasdaq or its third party information providers shall have the right to obtain injunctive relief for its respective information. Subscriber will attribute source as appropriate under all circumstances.

(b) The Service is licensed only for use by Subscriber and Subscriber's Users for internal business purposes only. Subscriber will promptly give written Notice to Nasdaq of any change in the name or place of business at which the Service is accessed. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Service to any third parties. Subscriber will not engage in the operation of any illegal business; use or permit anyone else to use the Service, or any part thereof, for any illegal purpose; or violate any Nasdaq Requirement. Except for any Nasdaq confidential information, Subscriber may on a non-continuous basis, furnish limited amounts of the information and data to customers; in written advertisements, correspondence, or other literature; or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Subscriber may not present the information and data in an unfair, misleading or discriminatory manner.

Section 6. Subscriber Obligations.

(a) The Subscriber shall designate to Nasdaq in writing, a security contact person ("Security Administrator"), or multiple or alternative Security Administrator(s), along with a clear explanation of such person's scope of authority related to the Service. Nasdaq may request clarification of the information about the Security Administrator(s), or object to the Security Administrator(s) for any reason, including administrative burden on Nasdaq, or lack of clarity of the information provided about each Security Administrator's authority.

(b) The responsibilities of a Security Administrator are set forth in the Nasdaq Requirements and Security Administrator Responsibility section of Attachment A, hereto. The Subscriber shall cause each Security Administrator to comply with the Nasdaq Requirements and the Security Administrator Responsibility section of Attachment A. The Subscriber shall be responsible, under regulation, contract, tort or otherwise, for all actions or omissions of a Security Administrator (including those that were to have been performed by a Security Administrator, had one been named or available at the time).

(c) The responsibilities of a User are set forth in the Nasdaq Requirements and the User Responsibility section of Attachment A, hereto. The Subscriber shall cause each User to comply with the Nasdaq Requirements and the User Responsibility section of Attachment A. The Subscriber shall be responsible, under regulation, contract, and/or tort or otherwise, for all actions or omissions of a User or any other person, authorized or not, who gains access to the Service or a portion of the Service that uses a Security Device assigned to such User (including those that were to have been performed by the User, had he or she been named or available at the time).

(d) Subscriber shall not reverse engineer, decode, decompile, attempt to tamper with or evade, or discover the method of operations or defeat any Security Device. If applicable law authorizes Subscriber to perform certain types of reverse engineering or the like and declares unenforceable contractual restrictions that conflict with that law, then Subscriber may perform only such reverse engineering or the like as is expressly allowed by, and in strict compliance with, such law.

(e) Subscriber shall comply, at Subscriber's expense, with all reasonable security specifications or instructions of Nasdaq in order to prevent the Service from being improperly used or accessed or the information and data from being improperly taken from any of Subscriber or its places of business/residence.

(f) If Subscriber actually knows or discovers a weakness in or about any particular breach of any Security Device to the extent such information is not generally known to the public, Subscriber shall immediately notify Nasdaq of the information Subscriber has about the weakness or breach.

(g) Nasdaq shall have the right, without Notice or liability, to suspend Subscriber's access to the Service if the failure on the part of the Subscriber to comply with the Agreement has, or Subscriber's use of the Service may have, an adverse impact on the operation or performance of the Service.

(h) Subscriber will maintain such accurate and verifiable records regarding the use of the Service and including the names and locations of all Users that receive the Service, and will make these records available for a period of three (3) years in a form acceptable to Nasdaq for inspection by Nasdaq's auditors upon reasonable Notice. Subscriber shall make its premises and personnel available to Nasdaq for review of said records and for physical inspection of Subscriber's use of the Service, all at reasonable times, upon reasonable Notice, to ensure compliance with this Agreement.

Section 7. Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations.

(a) Subscriber acknowledges: (i) that the NASD is registered with the SEC as a national securities association pursuant to Section 15A of the Act; (ii) that the NASD and Nasdaq have a statutory obligation to protect investors and the public interest, and to ensure that quotation information supplied to investors and the public is fair and informative, and not discriminatory, fictitious or misleading; (iii) that Nasdaq may in the future be registered with the SEC as a national securities exchange pursuant to Section 6 of the Act ("Exchange Registration"); (iv) that Section 19(g)(1) of the Act mandates that NASD and Nasdaq comply with the Nasdaq Requirements and that in the event of Exchange Registration, Nasdaq will have jurisdiction over members of the exchange operated by Nasdaq to enforce compliance with the Nasdaq Requirements; (v) that NASD has jurisdiction over its members to enforce compliance with the Nasdaq Requirements; and (vi) that Nasdaq is registered with the SEC as a registered securities information processor pursuant to Section 11A of the Act and is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable Nasdaq Requirements.

(b) Subscriber agrees that Nasdaq, when required to do so in fulfillment of its statutory obligations, may -- temporarily or permanently -- unilaterally condition, modify or terminate the right of any or all individuals or entities to receive or use the Service. Nasdaq shall undertake reasonable efforts to notify Subscriber of any such condition, modification or termination, and Subscriber shall promptly comply with any such notice within such period of time as may be determined in good faith by Nasdaq to be necessary, consistent with its statutory obligations. Any individual or entity that receives such a notice shall have available to it such procedural protections as are provided to it by the Act and the applicable rules thereunder.

Section 8. Term and Termination. The original term of this Agreement shall commence on the earlier of the date of the Agreement or the date access to the Service is provided and, unless the Agreement is otherwise terminated, the term shall continue until this Agreement is terminated by at least thirty (30) days prior written Notice by a party hereto given to the other. Notwithstanding the foregoing, this Agreement may be terminated by:

(a) either party, upon breach and not less than fifteen (15) days prior written Notice to the breaching party, unless, if the breach is capable of being cured, the breach is cured within the Notice period;

(b) Nasdaq, immediately, in the event Subscriber becomes insolvent; or Subscriber makes an assignment for the benefit of creditors; or Subscriber does not pay its debts as they become due or admits, in a record, its inability to pay its debts when due; or Subscriber files or has filed against it any petition under any provision of the Bankruptcy Act or an application for a receiver, trustee, or custodian is made by anyone or Subscriber becomes the subject of any proceeding or bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition with creditors;

(c) Nasdaq immediately, in the event that Subscriber is not permitted to receive or Nasdaq is prevented from disseminating the Service, or any part thereof; or any consent, representation, warranty or certification made by Subscriber in the Agreement or in any other document furnished by Subscriber is, as of the time made or furnished, false or misleading; or that Nasdaq, in its sole discretion, determines that any failure on the part of the Subscriber to comply with the Agreement has or is likely to have an adverse impact on the operation or performance of the Service or any of Nasdaq;

(d) Nasdaq, upon not less than fifteen (15) days prior written Notice, in the event that any consent, representation, warranty or certification made by Subscriber in the agreement or in any other document furnished by Subscriber becomes untrue or inaccurate and is not made true or accurate within the Notice period;

Upon termination of this Agreement for any reason, Subscriber shall cease any and all use of the Service and shall return or destroy all Security Devices and provide certification to Nasdaq that it has done so. Subscriber acknowledges and agrees that the exercise by Nasdaq of the remedies set forth herein for failure of Subscriber to pay any or all charges, taxes, or assessments related to its receipt of the Service shall not be deemed or considered to be, and, to the extent permitted by applicable law, Subscriber waives any right to represent or assert that any such exercise constitutes, an act or omission or any improper denial or limitation of access to any service or facility operated by Nasdaq as contemplated in Section 11A of the Act or any other provision of such Act, or any rule or regulation adopted thereunder. The right of termination set forth therein is in addition to any other remedy at law or in equity that is available to one party (including Nasdaq) with respect to a breach by the other party.

Section 9. Integrity of Service. Subscriber agrees not to format, display, or alter the Agreement, the Service or the information received through and from the Service in violation of the Nasdaq Requirements, as they may be modified from time to time; not to affect materially the integrity of the Service or information received through and from the Service; and not to render the Service or information received through and from the Service to be inaccurate, unfair, misleading or discriminatory.

Section 10. Nasdaq Warranty and Exclusive Remedy; Disclaimers of All Other Warranties.

(a) PROVISION OF SERVICES. Nasdaq shall use commercially reasonable efforts to offer access to the Service during reasonable business hours. In the event that the Service is not available as a result of a failure by Nasdaq to perform its obligations under this Agreement, Nasdaq will endeavor, giving due regard for the cost, time, and effect on other subscribers, to correct any such failure.

(b) EXCLUSIVE REMEDY. **IN THE EVENT THAT THE SERVICE IS NOT REASONABLY AVAILABLE, IS DELAYED, IS INTERRUPTED, IS INCOMPLETE, OR IS OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME NASDAQ REGULARLY TRANSMITS THE SERVICE DUE TO THE FAULT OF NASDAQ (EXCEPT FOR A REASON PERMITTED IN THIS AGREEMENT), SUBSCRIBER'S OR ANY OTHER PERSON'S EXCLUSIVE REMEDY AGAINST NASDAQ SHALL BE (A) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE SERVICE OR ANY DATA AND/OR SERVICE OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE FOR THE AFFECTED SERVICE TO NASDAQ FROM THE SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE OR, (B) IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE SERVICE OR ANY OTHER DATA AND/OR SERVICE OFFERED BY NASDAQ, A PRORATED MONTH'S REFUND OF ANY MONIES DUE FOR THE AFFECTED SERVICE TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM SAID OTHER PERSON, FOR THE PERIOD AT ISSUE. SUCH CREDIT OR REFUND SHALL BE REQUESTED BY WRITTEN NOTICE TO NASDAQ WITH ALL PERTINENT DETAILS.**

(c) DISCLAIMER OF ALL OTHER WARRANTIES. **BEYOND THE WARRANTIES STATED IN THIS SECTION, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE).**

(d) ADDITIONAL SERVICE TERMS. **SUBSCRIBER ACKNOWLEDGES THAT NASDAQ MAY PROVIDE SUBSCRIBER ACCESS TO CERTAIN THIRD PARTY SOFTWARE TO ASSIST SUBSCRIBER IN RECEIVING THE SERVICE OR ANY DATA. SUCH THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SUBSCRIBER AGREES THAT NASDAQ SHALL NOT BE LIABLE FOR ANY ERRORS OR DEFECTS IN ANY THIRD PARTY SOFTWARE (INCLUDING INFRINGEMENT BY THE SOFTWARE OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS). SUBSCRIBER'S SOLE REMEDY AGAINST NASDAQ FOR ANY ERRORS OR DEFECTS IN ANY THIRD PARTY SOFTWARE (INCLUDING ANY INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS) SHALL BE TO CEASE USING SUCH SOFTWARE AND/OR RETURN THE SOFTWARE TO NASDAQ.**

SECTION 11. NASDAQ'S LIMITATION OF LIABILITY.

(a) **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER, OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO,**

TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) NASDAQ SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE SERVICE THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE SERVICE OR IF THE SERVICE IS MATERIALLY AFFECTED FOR LESS THAN FOUR (4) CONTINUOUS HOURS DURING THE TIME THAT NASDAQ REGULARLY TRANSMITS THE SERVICE.

(c) IF ANY (OR ALL) OF THE CORPORATIONS, SUBSIDIARIES AND AFFILIATES THAT COMPRISE NASDAQ IS FOR ANY REASON HELD LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF ALL OR ANY OF THE CORPORATIONS, SUBSIDIARIES AND AFFILIATES THAT COMPRISE NASDAQ IN ANY GIVEN YEAR OF SERVICES (FROM THE EFFECTIVE DATE OF THE AGREEMENT, OR ANNIVERSARY THEREOF) OF THE AGREEMENT, AND ANY OTHER PERSON CLAIMING THROUGH, ON BEHALF OF, OR AS HARMED BY SUBSCRIBER, IS LIMITED TO THE GREATER OF: (I) IF SUBSCRIBER OR ANY OTHER PERSON CONTINUES TO RECEIVE THE SERVICE OR ANY OTHER INFORMATION AND/OR SERVICE OFFERED BY NASDAQ, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE PERIOD AT ISSUE OR, IF SUBSCRIBER OR ANY OTHER PERSON NO LONGER RECEIVES EITHER THE SERVICE OR ANY OTHER INFORMATION AND/OR SERVICE OFFERED BY NASDAQ, A REFUND OF ANY MONIES DUE TO NASDAQ FROM SUBSCRIBER, OR, IF APPLICABLE, FROM ANY OTHER PERSON, FOR THE PERIOD AT ISSUE; OR (II) \$500.00.

(d) THIS SECTION SHALL NOT RELIEVE NASDAQ, SUBSCRIBER OR ANY OTHER PERSON FROM LIABILITY FOR DAMAGES THAT RESULT FROM THEIR OWN GROSS NEGLIGENCE OR WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS.

(e) SUBSCRIBER AND NASDAQ UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY. BOTH PARTIES ALSO AGREE THAT THE EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES, AND THE LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Section 12. Virus Notification/Assumption of the Risk. Subscriber acknowledges that it is possible to contract a virus or similar "disease" by using the Internet or material downloaded from it. In addition, Web sites are inherently not as secure or reliable an environment as computers connected by dedicated lines and have been in the past vulnerable to attack by hackers and other third parties. Subscriber should obtain, use and update virus-checking software routinely when Subscriber is using information or data obtained from the Internet. Nasdaq cannot assure Subscriber that the Service and the information or data downloaded from it will be virus or problem free. By using the Service, Subscriber agrees to assume the risk of any unavailability, interruption, delay, incompleteness, or inaccuracy of the Service.

Section 13. Force Majeure. Notwithstanding any other term or condition of the Agreement, none of Nasdaq, its third party information providers or Subscriber shall be obligated to perform or observe its obligations undertaken in the Agreement (except for obligations to make payments hereunder and regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond its control.

Section 14. Indemnification.

(a) Subscriber shall be liable to, indemnify against, and hold Nasdaq, its information providers, their employees, directors, and other agents harmless from, any and all Claims or Losses imposed on, incurred by or asserted against any of Nasdaq, their employees, directors, and other agents to the extent that the Claims and Losses result from acts or omissions of the Subscriber, its employees, directors, and other agents or from the receipt or use of the Service (including representations about the Service) by Subscriber, its employees, directors, and other agents or by any other Person who directly or indirectly, with or without proper authorization, obtains access to or information from the Service via Subscriber. Subscriber's obligation to defend and indemnify under this subsection shall be conditioned on the following: (i) Nasdaq shall promptly notify Subscriber in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of Subscriber or Nasdaq); and (ii) Nasdaq

shall cooperate fully with Subscriber in the defense thereof and Subscriber shall be liable to Nasdaq for Nasdaq' reasonable expenses (excluding reimbursement for the time value of Nasdaq' employees, directors, and other agents in providing such cooperation).

(b) Nasdaq shall defend Subscriber, its employees, directors, other agents, and affiliates from any and all Claims and Losses imposed on, incurred by or asserted against Subscriber, its employees, directors, and other agents as a result of any allegation that the Service infringes or misappropriates any third parties' U.S. or European Community intellectual property rights. Nasdaq shall indemnify and hold Subscriber, its employees, directors, other agents, and affiliates harmless from any and all such Claims and Losses imposed on, incurred by or asserted against Subscriber, its employees, directors, and other agents up to the amount paid by Subscriber for the Service. Nasdaq's obligation to defend and indemnify under this subsection shall be conditioned on the following: (i) Subscriber shall promptly notify Nasdaq in writing of the claim, action or allegation (but, in any event, in a time frame that does not prejudice the rights of Subscriber or Nasdaq); (ii) Subscriber shall cooperate fully with Nasdaq in the defense thereof and Nasdaq shall be liable to Subscriber for Subscriber's reasonable expenses (excluding reimbursement for the time value of Subscriber's employees, directors, other agents and affiliates in providing such cooperation); and (iii) Nasdaq shall have sole control of the defense and all related settlement negotiations, but upon Subscriber's request, shall apprise Subscriber of the status of any proceedings or negotiations.

(c) For any and all Claims and Losses imposed on, incurred by or asserted against Subscriber, its employees, directors, other agents, and affiliates as a result of any alleged infringement or misappropriation by the Service of any third parties' intellectual property rights other than U.S. or European Community intellectual property rights, Subscriber shall notify Nasdaq in writing of the claim, action or allegation at least five (5) days before a responsive action is needed, so as not to prejudice the rights of Subscriber or Nasdaq, but, in any event, said notification to Nasdaq shall not be given later than 15 days after Subscriber receives notification of any alleged non-U.S. or non-European Community infringement or misappropriation.

(d) Nasdaq shall not have the obligation to defend, indemnify and hold Subscriber, its employees, directors, other agents and affiliates harmless for any and all Claims and Losses imposed on, incurred by or asserted against Subscriber, its employees, directors, other agents and affiliates as a result of any allegation of infringement or misappropriation if the Service has not been used in accordance with this Agreement or to the extent it is based on use of a superseded version of the Service if such infringement or misappropriation would have been avoided by use of the current version of the Service.

(e) In the event of a claim, action or allegation of infringement or misappropriation or if, in Nasdaq's opinion, such a claim, action or allegation is likely to occur or if the use of the Service is enjoined because of infringement or misappropriation, Nasdaq may, at its sole option and expense, procure for Subscriber the right to continue using the Service, replace or modify the Service to be non-infringing, or terminate the Service.

(f) This subsection sets forth the entire liability and the exclusive remedy of Nasdaq and Subscriber, its employees, directors, other agents, and affiliates for the infringement or misappropriation of intellectual property.

Section 15. Corporate Names; Proprietary Rights. Subscriber acknowledges and agrees that Nasdaq have proprietary rights in certain names, including, but not limited to, "The Nasdaq Stock Market, Inc.", "The NASDAQ Stock Market" and "NASDAQ", and that Subscriber shall not use these names in any way that would infringe upon such names. Subscriber acknowledges and agrees that Nasdaq or their information providers have proprietary rights in certain trademarks, service marks, copyrights or patents, registered or unregistered, and Subscriber shall not use these trademarks, service marks, copyrights or patents, registered or unregistered, in any way that would infringe upon such marks, copyrights or patents.

Section 16. Subsequent Parties; Limited Relationship. The Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors or assigns. Neither party shall assign this Agreement (including by operation of law) without the prior written consent of the other party, such consent not to be unreasonably withheld. Nasdaq may, however, assign this Agreement to any subsidiary or affiliate without the consent of the Subscriber. Nothing in this Agreement, express or implied, is intended to or shall (a) confer on any individual or entity other than the parties hereto, or their respective permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (b) constitute the parties hereto partners or participants in a joint venture; or (c) appoint one party the agent of the other. There are no third party beneficiaries of this Agreement except for Nasdaq, Nasdaq's third party information providers and the persons indemnified under Section 14.

Section 17. Entire Agreement. The "Agreement" consists of this Web Access Agreement ("Web Agreement"), any attachments, addenda, cover sheets, amendments, and materials referenced herein (collectively "Attachments"), including, but not limited to, the Nasdaq Requirements, as any of these items may be added to, deleted from, or amended from time to time. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, communications, writings, and understandings. In the event of any conflict between the provisions of this Agreement, the Attachments, or the Nasdaq Requirements, the order of preference shall be the Nasdaq Requirements, the Attachments, and this Agreement. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable. The use of the singular in the Agreement shall include the plural, and vice versa. Section headings are included for convenience only and are not to be used to construe or interpret this agreement. All references contained herein to sections or subsections shall refer to the sections or subsections of the Web Agreement, unless specific reference is made to the sections or subsections of another document.

Section 18. Governing Law. The Agreement shall be deemed to have been made in the United States, State of New York, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the State of New York in connection with any action or proceeding instituted relating to the Agreement.

Section 19. Authorization. The Agreement shall not be binding upon Nasdaq unless executed by an officer of Nasdaq. Subscriber, Nasdaq, and the individuals executing the Agreement for the respective parties represent that such individuals are duly authorized by all necessary and appropriate corporate or other action to execute the Agreement on behalf of Nasdaq or Subscriber.

Section 20. Waiver; Severability. No failure on the part of Nasdaq or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any right, power, or privilege under the Agreement. If any of the provisions of the Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid, or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

ATTACHMENT A

1. **User Requirements.** When using a Security Device User agrees to the Nasdaq Requirements and the requirements set forth below:

(a) Security Devices are personal to User. They may not be shared, lent, sold, transferred, or used by others.

(b) To change passwords and perform other actions that are necessary to prevent compromise of and to keep the Security Device operating correctly. The actions, such as criteria for choosing and changing passwords, will be specified in the Nasdaq Requirements. User agrees to abide by such requirements.

(c) User will not access any portion of the Service or any portion of the Service that utilizes Security Devices after User is no longer eligible for access because of a change in your role or responsibility, your employer, or otherwise do not meet the then current requirements of the Service, or any portion of the Service.

2. **Security Administrator Responsibility.**

A Security Administrator agrees to the Nasdaq Requirements and the requirements as set forth below:

(a) I will give all Notices to Nasdaq by telephoning Subscriber Services at 212.231.5180; by sending e-mail to subscriber@nasdaq.com and obtaining an Nasdaq generated receipt for the email. I will retain all e-mail receipts for a period of six (6) months.

(b) I will notify Nasdaq with one business day when a User is assigned a Security Device, has their Security Device revoked, or is no longer eligible to receive the Service.

(c) I will assign only one unique Security Device per eligible User.

(d) I will receive and secure all pin numbers needed for each certificate download.

ATTACHMENT D

NASDAQ TRADER® ADDENDUM TO NASDAQ WEB ACCESS AGREEMENT

THIS ADDENDUM ("Addendum") is made by and between The Nasdaq Stock Market, LLC, a Delaware limited liability corporation whose principal offices are located at One Liberty Plaza, 165 Broadway, New York, NY 10006, or one of its subsidiaries or affiliates, and the Subscriber, as identified in the Nasdaq Web Access Agreement ("Web Agreement") previously executed by Subscriber and is an addendum to the Web Agreement. The Nasdaq Stock Market, LLC and its subsidiaries and affiliates are collectively referred to herein as "Nasdaq". This Addendum is dated as of the date executed by Nasdaq. Capitalized terms not defined here shall have the meaning given to them in the Web Agreement.

WHEREAS, Nasdaq is offering access to certain password protected, subscriber-only areas of Nasdaq Trader ("Subscriber Service") only to eligible individuals or entities for the purposes set forth in the Nasdaq Requirements; and

WHEREAS, Subscriber, representing that is eligible to do so, is desirous of gaining access to the Subscriber Service for the purpose set forth in the Nasdaq Requirements.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties, intending to be legally bound, agree as follows:

1. Purpose. Upon Subscriber's request and pursuant to the Nasdaq Requirements, Subscriber shall have access to the Subscriber Service for the purpose of Subscriber compliance information, historical data and certain other data ("Data"). For purposes of the Web Agreement, the Subscriber Service shall be included within the definition of "Service". Further, such access and dissemination shall, for purposes of the Web Agreement, also be included within the definition of "Service".

2. Additional Service Terms.

(a) **ALL DATA, INCLUDING NASDAQ TEST DATA THAT MAY BE DISSEMINATED BY NASDAQ FROM TIME TO TIME, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERRORS AS WELL AS OTHER FACTORS, NASDAQ IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE SUBSCRIBER SERVICE, THE DATA OR THE DISSEMINATION OF THE DATA. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE OTHER DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITIES SET FORTH IN THE WEB AGREEMENT ARE APPLICABLE TO ALL ASPECTS OF THE SERVICE, INCLUDING BUT NOT LIMITED TO, CLAIMS AND LOSSES OF SUBSCRIBER RELATING TO OR ARISING FROM THE DISSEMINATION OF THE DATA TO EACH OTHER AND TO ANY THIRD PARTIES.**

b) In providing Subscriber with certain compliance information, Nasdaq is providing such information solely as an aid to assist Subscriber in adequately discharging its compliance obligations and in no way should Subscriber use such information as a final expression of approval or disapproval of a Subscriber's compliance with applicable trade reporting, firm-quote, best execution or other Nasdaq or NASD rules, as applicable. **Subscriber should make no inference that in providing compliance information the Market Regulation staff of NASD, Inc. has or has not determined that such information does or does not constitute a rule violation.**

(c) Nasdaq reserves the right to withhold Data from dissemination if, in its discretion, there is a reasonable basis for believing that the Data is incorrect.

(d) Nasdaq may, upon notice to Subscriber, suspend or discontinue the collection or dissemination of Data and terminate this Addendum if: (i) Subscriber ceases to be eligible for

participation in the Subscriber Service under the Nasdaq Requirements; (2) Subscriber fails to comply with the terms of the Web Agreement or this Addendum; or (3) it is determined by Nasdaq that Subscriber has misrepresented its qualifications for inclusion in the Subscriber Service.

- (e) Nasdaq is offering the Subscriber Service through certain subscription packages. Subscriber may only change subscription packages by providing Nasdaq with at least thirty (30) days prior written notice.
- (f) Subscriber is responsible for providing Nasdaq with the name, telephone number, fax number and e-mail address for its Security Administrator(s) per authorized Subscriber location. Subscriber has an affirmative obligation to provide Nasdaq with immediate Notice of such information, and any other information that may have changed since it completed the Web Agreement cover sheet, before access to the Service will be authorized.

3. Subscriber Obligations. This Addendum shall apply to Subscriber's use of the Subscriber Service as set forth in this Addendum. Except to the extent specifically overridden herein, the terms and the conditions of this Addendum shall supplement the Web Agreement, which shall remain applicable. This Addendum shall not otherwise limit or reduce Subscriber's duties, obligations, or responsibilities under the Web Agreement.

Soft Dollar Amendment to the NASDAQ Web Access Agreement

This Amendment ("Amendment") amends the NASDAQ Web Access Agreement (the "Agreement") entered into by and between _____ ("Subscriber") and The NASDAQ Stock Market, Inc., ("NASDAQ"), a Delaware corporation (NASDAQ and its affiliated corporations are collectively referred to as the "Corporations") whose principal place of business is located at One Liberty Plaza, 165 Broadway, New York, New York, 10006.

1. Payment/Applicability of Agreement. Payments for the following service _____ ("Service"), provided to Subscriber under the Agreement shall be paid by _____ ("Payor") with principal offices at _____ and a billing address of _____. Subscriber shall be liable for payment of those amounts owed NASDAQ for Service provided to Subscriber only to the extent permitted at any time by law, statute, rule, regulation or interpretation and said obligation, if permitted, shall survive the completion of performance or termination of the Agreement. Should the Service to Subscriber under the Agreement be terminated and Subscriber desires subsequently to receive the Service or other service or product under another agreement, Subscriber shall be liable to NASDAQ, to the extent permitted by any time by law, statute, rule, regulation or interpretation, for any and all payments owed to NASDAQ under the Agreement prior to the commencement of any subsequent agreement. Except for the payment obligations, Subscriber acknowledges and agrees that all of the terms and conditions of the Agreement are applicable to it and that it shall comply with all the other terms and conditions of the Agreement.

2. Section 28(e). NASDAQ does not make any warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on this Amendment, or the arrangement set forth herein, or the legality of this Amendment, or the arrangement set forth herein, vis-a-vis said Section.

3. Termination. In addition to the grounds for termination provided for in the Agreement, the Service to Subscriber shall be terminated (a) immediately, if Payor fails to pay all fees and other amounts due NASDAQ as a result of delivery of the Service to Subscriber; (b) as of the date the termination notice is received by NASDAQ, if sent by fax or mail on Payor's letterhead, indicating that Payor no longer desires to pay for Subscriber's receipt of Service; or (c) for no cause, at NASDAQ's sole discretion, upon ten (10) days written notice to Subscriber. Nothing herein shall obligate NASDAQ to send notices of termination to Subscriber should Payor fail to make the requisite payments.

4. Applicability of Agreement. Except as otherwise set forth herein, the provisions of the Agreement are hereby confirmed and ratified. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail. Unless otherwise set forth herein, defined terms shall have the meanings forth in the Agreement. Section headings are included for convenience and are not to be used to construe or interpret this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective authorized officers.

Subscriber: _____

The NASDAQ Stock Market, Inc. ("NASDAQ")

Signature: _____

Signature: _____

Name of Signatory: _____

Name of Signatory: _____

Title: _____

Title: _____

Date: _____, 200__

Date: _____, 200__

Date: _____

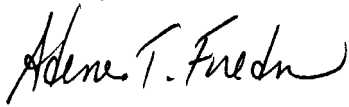
Dear Sir/Madam:

This letter shall serve as the agreement ("Letter Agreement") between The NASDAQ Stock Market, Inc. ("NASDAQ") and _____ ("Payor") whereby Payor shall be liable for payments due NASDAQ for the following service _____ ("Service"), as further identified in NASDAQ Web Access Agreement (the "Agreement"), as amended, as a result of the receipt of the Service by _____ ("Subscriber").

NASDAQ MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE IMPACT OF SECTION 28(E) OF THE SECURITIES EXCHANGE ACT OF 1934 ("ACT") ON THE EXECUTION BY SUBSCRIBER OF THE AGREEMENT AND THE ACCOMPANYING SOFT DOLLAR AMENDMENT, ON THE ARRANGEMENT SET FORTH THEREIN, ON THIS LETTER AGREEMENT OR THE ARRANGEMENT SET FORTH HEREIN OR ON THE LEGALITY OF ANY OF THE ABOVE ITEMS OR CONCERNING THE IMPACT OF THE ACT, INCLUDING, BUT NOT LIMITED TO, ON THE SERVICE, ON THE AGREEMENT OR THE ARRANGEMENT SET FORTH THEREIN.

In addition to the grounds for termination of the Service to Subscriber provided for in the Agreement, the Service shall be terminated (a) immediately, if Payor fails to pay all fees and other amounts due NASDAQ either as a result of the delivery of the Service to Subscriber; (b) as of the date the termination notice is received by NASDAQ, if sent by fax or mail on Payor's letterhead, indicating that Payor no longer desires to pay for Subscriber's receipt of Service; or (c) for no cause, at NASDAQ's sole discretion, upon ten (10) days written notice to Payor. Nothing herein shall obligate NASDAQ to send notices of termination to Subscriber should Payor fail to make the requisite payments. Payor's payment obligations shall survive the completion of performance or termination of this arrangement.

Your signature below shall constitute your agreement with the terms of this Letter Agreement. Please sign below and return one duplicate original to NASDAQ address listed below.

<p>Sincerely,</p>  <p>Adena T. Friedman Executive Vice President, NASDAQ Data Products</p> <p>Acknowledged and agreed to:</p> <p>Payor : _____</p> <p>By Authorized Representative of Payor:</p> <p>_____</p> <p>Title: _____</p>	<p>NASDAQ's Address for Notice Purposes:</p> <p>The NASDAQ Stock Market, Inc. 80 Merritt Boulevard Trumbull, CT 06611 Fax Number: (203) 385-5879 Attention: Subscriber Services/Web Help Desk</p> <p>NASDAQ's Address for Legal Notices:</p> <p>The NASDAQ Stock Market, Inc. 1801 K Street, NW, 8th Floor Washington, D.C. 20006 Attention: Contracts Group</p> <p>Payor's Address for Billing Purposes:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Payor's Address for Notice Purposes:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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NASDAQ Trader - Monthly Fees

I. Broker/Dealer DataSM

Available to NASDAQ members only by direct access to the NASDAQ Trader[®] Website

Basic:

\$130.00 per month, per user

Unlimited access
Monthly Volume Summaries
Compliance Report Cards

Limited access
25 Historical Research Reports

Premium:

\$160.00 per month, per user

Unlimited access
Monthly Volume Summaries
Compliance Report Cards

Limited access
100 Historical Research Reports

II. Net Order Imbalance Indicator (NOII) Website

View NOII data via a website:

\$70.00 per month, per user

Please note that subscribers to this system are assessed an SEC-approved fee of \$70 per month for the TotalView[®] Data Entitlement, which includes the individual NASDAQ Market Center[®] participant orders and quotes and the aggregate size of such orders and quotes at each price level in NASDAQ Market Center as well as the NOII. Subscribers that voluntarily access this system will receive only the NOII portion of the TotalView Data Entitlement. Subscribers wishing to access the entire TotalView entitlement may do so by taking the NASDAQ TotalView data feed or by contacting another market data distributor.

III. Regulatory Transaction Fee Report (formerly known as "SEC 31a Report")

Available to self-clearing organizations only by direct access to the NASDAQ Trader Website.

Regulatory Transaction Fee Reports

\$25.00 per month, per user

IV. Automated Confirmation Transaction ServiceSM (ACTSM) Recap Messages

Available to NASDAQ members only by direct access to the NASDAQ Trader Website.

Daily Download of ACT Recap Messages

\$315.00 per month, per user

V. Daily Market Participant Position Report Plus

Available to NASDAQ members only by direct access to the NASDAQ Trader Website.

Daily MP Position Report Plus

\$150.00 per month, per user

NASDAQ Trader – Secure Data Subscription Packages Order Form

I. Net Order Imbalance Indicator Website

In support of NASDAQ's opening and closing cross, NASDAQ sends the Net Order Imbalance Indicator (NOII) message for eligible securities in the minutes leading up to the cross process. NOII data disseminated via NASDAQ TotalView®, and made available from the NOII Website, is designed to provide the best indication of the price at which the NASDAQ market is likely to open or close for the given security and reveal additional trading opportunities.

II. Regulatory Transaction Fees Report (formerly known as “SEC 31a Report”)

Users at self-clearing organizations can subscribe to the Regulatory Transaction Fee Report for trade reporting to the NASD/NASDAQ TRF. Report (25 reports per month)

III. Automated Confirmation Transaction ServiceSM (ACTSM) Recap Messages

Users at NASDAQ member firms can subscribe to a daily download of the ACT Recap Messages or ACT Recap Messages via Secure FTP for a monthly fee.

IV. Daily MP Position Report Plus

Users at NASDAQ member firms can subscribe to the Daily Market Participant Position Report Plus for a monthly fee, per user.

Please complete the information below including user names, addresses (if different from your firm's address), telephone numbers, fax numbers, e-mail addresses (if available), and desired subscription packages and entitlement levels (for the Broker/Dealer Data package only). The completed form should be faxed to NASDAQ Subscriber Services at 212.231.5426.

MPID: _____ **Firm Type (circle one):** NASDAQ Member Firm Non-Member Firm

<p>User Name: _____</p> <p>Title: _____</p> <p>Department Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>Add Service to Existing Logon:</p> <p>_____</p> <p>Authorized Signature of Primary/Alternate Security Administrator:</p> <p>_____</p>	<p><input type="checkbox"/> Net Order Imbalance Indicator Website</p> <p><input type="checkbox"/> Regulatory Transaction Fee Report (please include clearing number) Clearing Number: _____</p> <p><input type="checkbox"/> ACT Recap Messages</p> <p><input type="checkbox"/> ACT Recap Messages via Secure FTP</p> <p><input type="checkbox"/> Daily MP Position Report Plus</p> <p><input type="checkbox"/> Daily MP Position Report Plus via Secure FTP</p>
<p>User Name: _____</p> <p>Title: _____</p> <p>Department Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p> <p>Add Service to Existing Logon:</p> <p>_____</p> <p>Authorized Signature of Primary/Alternate Security Administrator:</p> <p>_____</p>	<p><input type="checkbox"/> Net Order Imbalance Indicator Website</p> <p><input type="checkbox"/> Regulatory Transaction Fee Report (please include clearing number) Clearing Number: _____</p> <p><input type="checkbox"/> ACT Recap Messages</p> <p><input type="checkbox"/> ACT Recap Messages via Secure FTP</p> <p><input type="checkbox"/> Daily MP Position Report Plus</p> <p><input type="checkbox"/> Daily MP Position Report Plus via Secure FTP</p>