



**Mutual Fund Quotation ServiceSM (MFQSSM)
Agreement Checklist**

_____ Please carefully review the enclosed documents (Entitlement Overview, Nasdaq Web Access Agreement, MFQS Addendum for Fund Families [Attachment B], and Exhibit A).

_____ **Make two copies of the full Nasdaq[®] Web Access Agreement (including MFQS Addendum for Fund Families and Exhibit A).** You must complete both pages of each cover sheet. Please ensure that an authorized officer signs, and dates the cover sheets. Incomplete agreements will be returned and will delay you in receiving service.

_____ When you have completed the agreements, please return both copies of the entire agreement and appropriate addendum to the following address:

The Nasdaq Stock Market, LLC
Subscriber Services
Attention: Agreements Administrator
One Liberty Plaza, 165 Broadway
New York, NY 10006

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

If you have any questions concerning the terms of these agreements, please contact Subscriber Services at (212) 231-5180.

MFQS Entitlement Overview

The Mutual Fund Quotation Service (MFQSSM) is a completely secure website that will serve as a restricted-access gateway for fund families or their representatives to enter Net Asset Values (NAVs) and other fund data and receive appropriate feedback on the accuracy and completeness of their submission. Only authorized individuals have access to the features of the system.

What is entitlement?

The privilege to gain access to the secure website and the process by which that access is obtained is called entitlement. (The terms “entitlement” and “security” are often used interchangeably by Nasdaq[®] in MFQS and other materials.)

What is secure?

All of the data that is entered and updated through MFQS will be secure. This includes all of the daily and end-of-year price and related data for mutual funds and money market funds.

Why does the site need to be secure?

Due to the confidential nature of the data, Nasdaq has designed a multi-pronged approach to provide a secure path between you and the Nasdaq host computer. This path ensures that other individuals are not able to access or alter your funds’ information and prices. Only those who are entitled to use the MFQS service are able to update the prices. A fund family is only able to update and view its own funds; a pricing agent is only able to update and view its correspondent fund families’ funds.

How does entitlement to the site work?

Nasdaq assigns MFQS users IDs and passwords as well as “certificates,” which are files that reside on users’ PCs and allow them to transmit fund data securely via the MFQS site. Additionally, the data is encrypted when it is sent from firms to Nasdaq. This provides a triple layer of security. To further ensure security, Nasdaq has set forth a number of requirements:

- You must change your initial password immediately after the first successful login. The password—at least eight alphanumeric characters—may not constitute a recognizable word.
- After five consecutive failed logon attempts, your ID and user account will be rendered inoperable.
- Passwords expire every 60 days.
- Certificates expire every two years.
- You must exit out of your PC after ending a secure session and at the end of each day.
- It is recommended that you do not leave your PC unattended while you are logged onto the site.
- You should use password-enabled screen savers.
- Your user ID and certificate are unique to you and you should not share them.

Who will be responsible for handling security at my firm? Does each user handle his/her own entitlement?

Your firm will need to designate a specific individual (and an alternate) as the Security Administrator for the entire firm or each branch location. This individual(s) will be listed on the enclosed agreement as the “Subscriber’s Contact Person for administering the Security Devices.” Please note that there is a space for email address, which must be filled in because security contacts are required to have email accounts.

The Security Administrator at your firm will be your point person for questions, and he/she will give you the initial information you need to set up your entitlement. However, each user must follow the instructions, establish his/her entitlement to the system, and select his/her password on his/her own. The Nasdaq Security Administration team will be in touch with your firm’s security contact once you send in the signed agreement.

How do I get my certificate and user ID?

By having an officer of your firm sign the enclosed agreement, you will have taken the first step to receiving a certificate and password. Once Nasdaq receives your signed contract, in which you must provide all relevant user information, Nasdaq will enter your firm name and users’ names into a security database. Nasdaq will send the security contact that you have designated on the agreement a URL and PIN from which to download a certificate. Nasdaq also will send each user designated on the agreement a unique user ID and password, along with a guide containing detailed instructions on downloading and activating the certificate. The Security Administrator must then provide each user with his/her URL and PIN. Each user will then navigate to the URL to begin the process of downloading the certificate.

What should I do now?

If your firm has decided to use the browser-based MFQS product to transmit funds to Nasdaq, please review the Nasdaq Web Access Agreement and appropriate Attachment(s). Then, once you have received proper approval, have an officer initial the appropriate Attachment(s) and sign the first page of the Nasdaq Web Access Agreement cover sheet. On page 2 of the cover sheet:

- 1) provide the company type and place of incorporation;
- 2) provide the name and associated information of the individual(s) who should receive all written and email communication from Nasdaq;
- 3) provide the name and associated information of the individual who should receive any notices of dispute and/or who should receive copies of all communication from Nasdaq;
- 4) provide the name and associated information of the individual who will assume the role of “Security Administrator” (see Q&As above for more details) for the company’s site.

Also on page 2 of the cover sheet, provide the name and associated information of an alternative Security Administrator, if applicable. Finally, please attach a list of all employees who will be using the MFQS service, including the Security Administrator (if applicable). Please provide the name and email address of each user.

Please return two executed contracts to the address listed on page 2 of the cover sheet. A representative from Nasdaq will contact you once the contracts are received to get you started on the certificate downloading process.

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, LLC

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 is liable, under regulation, contract, tort or otherwise, for all actions taken or omitted and all information submitted by User or on User's behalf from or to the Service or submitted by authorized or unauthorized persons who obtain access to the Service through User. Including any actions performed, or information submitted or retrieved, using your designated Security Device.
- (d) 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 traderfeedback@nasdaq.com and obtaining an Nasdaq generated receipt for the e-mail. 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 B

MUTUAL FUND QUOTATION SERVICE ADDENDUM TO NASDAQ WEB ACCESS AGREEMENT FOR MUTUAL FUND FAMILIES

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 the Mutual Fund Quotation Service portion of the Service ("MFQS") only to eligible individuals or entities for the purposes set forth in the Nasdaq Requirements; and

WHEREAS, Subscriber, representing that it is eligible to do so, is desirous of gaining access to MFQS for the purposes 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 MFQS for the purpose of transmitting market quotations and certain other data of the Subscriber ("Data") for dissemination by Nasdaq to the press and certain quotation vendors. Such access and dissemination shall, for purposes of the Web Agreement, be included within the definition of "Service". If this Addendum is being made on behalf of one or more funds which are members of a funds complex, a list of such funds is attached hereto, and the execution of the Web Agreement shall be on behalf of all named funds individually and not as a joint venture (each a "Fund" and collectively "Funds"). Without prior written Nasdaq consent, only Funds quoted on systems operated by Nasdaq may be included in the list. Each portfolio of a series Fund shall be treated as a separate Fund under the Web Agreement.

2. Representations and Obligations of the Subscriber. Subscriber represents and agrees that:

- (a) It shall calculate and report Data to Nasdaq consistently in accordance with the provisions of the Web Agreement, the Nasdaq Requirements and this Addendum, including Exhibit A attached hereto. Nasdaq reserves the right to amend Exhibit A upon reasonable notice to the Subscriber. It shall only submit Data for Funds for which it is authorized by Nasdaq and the Funds to submit Data.
- (b) Unless other options are provided, it shall submit to Nasdaq, on behalf of each Fund, within thirty (30) days of the end of each calendar year, a statement in the form of Exhibit B to the Web Agreement certified by an officer of the Fund as of the end of the applicable calendar year. The certification form is attached hereto as Exhibit B. Nasdaq reserves the right to amend Exhibit B upon reasonable notice to Subscriber.
- (c) It shall maintain records of the Data submitted to Nasdaq pursuant to the Nasdaq Requirements and will make such records available to any authorized representative of Nasdaq upon request.
- (d) If the Subscriber is a money market fund, it shall withhold the submission of yield quotations if there has been any change in its net asset value per share (as in effect for sales or redemptions) during the period covered by the quotations.

- (e) It shall promptly notify Nasdaq, as specified in Exhibit A attached hereto, of change in the name of the Subscriber or a Fund, the address of either the Subscriber or a Fund or other relevant information. Material inaccuracies in any Data, including daily reports and Exhibit B, shall be subject to the same obligations to Nasdaq and the public as Nasdaq issuers are required with respect to the disclosure of material information.
- (f) It transfers to Nasdaq all right, title and interest, including, without limitation, all rights of copyright, in the Data provided to Nasdaq. The delivery of the Data to Nasdaq shall be conclusively deemed to effect transfer. Nothing herein, however, shall diminish the right of the Subscriber in its Data or in the Data's use outside of this Addendum.
- (g) The means by which Subscriber shall access MFQS shall be determined by Nasdaq. Nasdaq may, but shall not be obligated, to provide Subscriber with an opportunity to subscribe to a back-up system, in addition to Subscriber's primary means of access. Subscriber agrees that any back-up option shall be used by Subscriber only as a back-up in cases where the primary means of access is unavailable.

3. Representations, Rights and Obligations of Nasdaq.

- (a) For those Funds whose Data Nasdaq chooses to disseminate, Nasdaq shall use reasonable efforts to disseminate Data directly or through vendors so long as it appears in Nasdaq's discretion to be in the public interest to do so, but Nasdaq is under no obligation to continue such service and may terminate it at any time, with notice to the affected Fund or Subscriber. Nasdaq does not warrant that it will maintain the current method or format for dissemination of Data.
- (b) NASDAQ DOES NOT CONTROL THE USES OF THE DATA BY PERSONS RECEIVING SUCH DATA. NASDAQ DOES NOT WARRANT THAT IT WILL NOTIFY THE SUBSCRIBER OR OTHERWISE INVESTIGATE REPORTS THAT THE DATA IS IN ERROR. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE DISCLAIMERS OF WARRANTIES AND THE LIMITATIONS OF LIABILITIES SET FORTH IN THE WEB AGREEMENT ARE APPLICABLE TO ALL ASPECTS OF MFQS, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND LOSSES OF SUBSCRIBER RELATING TO OR ARISING FROM THE DISSEMINATION OF THE DATA TO THE PRESS, QUOTATION VENDORS AND OTHER PARTIES.
- (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 not calculated in accordance with the methods specified in the Nasdaq Requirements or is otherwise in error, if sales and/or redemptions of the Subscriber's securities have been suspended, or if for any other reason it appears that continued dissemination of the Data would not be appropriate in the public interest and the protection of investors.
- (d) Nasdaq may, upon notice to Subscriber or the Fund, suspend or discontinue the collection or dissemination of Data and terminate this Addendum if: (i) the Subscriber or the Fund ceases to be eligible for participation in MFQS under the Nasdaq Requirements, or (2) the Subscriber or the Fund fails to comply with the terms of the Web Agreement or this Addendum, or (3) it is determined by Nasdaq that the Subscriber has misrepresented its qualifications for inclusion in MFQS.

4. Addendum Applicability. This Addendum shall apply to Subscriber's use of MFQS 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.

**EXHIBIT A TO MUTUAL FUND QUOTATION SERVICE
ADDENDA TO NASDAQ WEB ACCESS AGREEMENT**

Collection/Transmission Procedure

Subscriber may enter Data for a Fund, in accordance with Nasdaq's Requirements, once properly authorized by the Fund and by Nasdaq and, if Subscriber is acting as an agent, once properly authorized by the Fund. Only one Subscriber may be authorized for each Fund. Quotations can be entered between 9:00 a.m. and 8:00 p.m. Eastern Time. Nasdaq's transmission to newswires and quotation vendors is done automatically at 6:00 p.m. When disseminating Data for a Fund, Nasdaq shall only use the Fund's name as filed with the Securities and Exchange Commission or some other successor entity.

Changes to Mutual Funds or Money Market Funds or their Agents

Any changes to the name, address, and telephone number of a Fund (or Fund complex) or its agent should be provided in a letter signed by an officer of the fund to The Nasdaq Stock Market, LLC, Attn: MDI – Mutual Funds, Two Corporate Drive, Suite 300, Shelton, CT 06484, or such other address as Nasdaq shall notify Subscriber.

PLEASE NOTE: Facsimiles will not be accepted for any of the above changes.

Information Included in Daily Quotation Service

Mutual Funds:

Mutual Funds should provide the following data each day:

Net Asset Value per Share – Rounded to two decimal places and not adjusted for redemption fees or charges;

Offer Price – Price at which open-ended fund shares are sold to the public, calculated using the maximum sales charge;

Market Price – Price at which closed-end fund shares trade on the exchange on which they are listed;

Footnotes – Any footnotes applicable to the fund that day (see explanations below);

Income Dividends – Cash dividends per share, computed to four decimal places on the ex-date.

Dividend Payment Date - Denotes the date on which dividends will be distributed to the fund shareholders of record.

Dividend Record Date - Denotes the date on which shareholders must hold fund shares to receive dividend payments or distributions.

Capital Gains – Short-term, medium-term, long-term, other, or unallocated capital gains distribution on the day the net asset value is reduced by the distribution computed to four decimal places; and

Stock Dividends or Splits – The terms of a stock dividend, on the ex-date. In this case only, you should call the Mutual Fund Department at (203) 385-6340 as early as possible in the day with the information. The price for the corresponding fund declaring a stock dividend or split will be entered by Nasdaq that evening.

Money Market Funds:

Money Market Funds should provide the following data each day:

7 Day Yield – Yield for seven day period including the day reported, calculated in accordance with any method set forth in the Nasdaq Requirements. The standard (i.e. Not compounded) figure should be provided. No quote should be submitted if the net asset value per share changed by one cent or more on any of the days included in this calculation;

Average Maturity – The average, in whole days, of the dollar – Weighted portfolio maturities for the same seven-day period used for the yield calculation;

Footnotes – Any footnote applicable to the fund during the period covered by the yield calculation (see explanation below);

7 Day Effective Yield – Yield for 7 day period including the day reported, calculated by adding 1 to the base period return used in calculating the standard 7 day yield, raising the total to the power of 365 divided by 7 and subtracting 1 (NOTE: To be reported on Wednesday only.); and

Fund Size – Net assets of the fund on the day reported, in millions of dollars and rounded to one decimal (NOTE: To be reported on Wednesday only.)

Unit Investment Trusts (UITs):

Equity-based UIT's should provide the following data each day:

Redemption Net Asset Value – The price that an investor would receive if he were to redeem units.

Offer Price – The price at which a unit investment trusts' shares can be purchased.

Footnotes – Any footnotes applicable to the fund that day (see explanations below);

Wrap Price - The price that an investor would pay to purchase units if the trust is held in an account that is managed by a financial representative for a fee.

Capital Distribution - The profits distributed to shareholders resulting from the sale of securities in the unit investment trust.

Income Distribution - The payment of dividend, interest, capital gains, or other income to shareholders of the unit investment trust.

Dividend Payment Date - Denotes the date on which dividends will be distributed to the fund shareholders of record.

Dividend Record Date - Denotes the date on which shareholders must hold fund shares to receive dividend payments or distributions.

Debt-based UIT's should provide the following data each day:

Redemption Net Asset Value – The price that an investor would receive if he were to redeem units.

Offer Price – The price at which a unit investment trusts' shares can be purchased.

Current Yield - The current yield for a debt unit investment trust.

Accrued Interest - The interest accrued for the debt unit investment trust since the last interest payment was made to investors.

Par Value/Unit - The nominal or face value of the unit investment trust.

Estimated Long Term Return - The estimated long-term return (ELTR) for a debt unit investment trust.

Footnotes – Any footnotes applicable to the fund that day (see explanations below);

Wrap Price - The price that an investor would pay to purchase units if the trust is held in an account that is managed by a financial representative for a fee.

Capital Distribution - The profits distributed to shareholders resulting from the sale of securities in the unit investment trust.

Income Distribution - The payment of dividend, interest, capital gains, or other income to shareholders of the unit investment trust.

Dividend Payment Date - Denotes the date on which dividends will be distributed to the fund shareholders of record.

Dividend Record Date - Denotes the date on which shareholders must hold fund shares to receive dividend payments or distributions.

Footnotes

The following are permanent footnotes which remain with the fund until otherwise instructed. Subscribers can add or delete a permanent footnote directly on the MFQS service. However, in conjunction with making the change through the service, an officer of the fund must provide a signed letter to Mutual Fund Operations confirming that the change has been made to the footnote.

PLEASE NOTE : Facsimiles will not be accepted for footnote additions, deletions or changes

Footnote F - To be used by any type of fund that reports quotations as of the day prior to the day of reporting the prior day's field should be change two days back.

Footnote P - To be used by mutual funds if the fund has adopted a rule 12(b)1 distribution plan under which a specific charge is made against the net assets of the fund. Do not enter code "P" if the 12(b)1 plan is "defensive" and no payments will be disclosed in the fee table.

Footnote R - To be used by mutual funds with redemption fees, contingent deferred sales charges, or other charges deducted from net asset value upon redemption (other than charges for special services such as wire transfer).

Footnote N - To be used by mutual funds when the fund does not have a sales load, i.e., there is no front-end and no contingent deferred sales load. This footnote causes the appearance of "NL" in the offer piece column in the newspapers.

The following footnotes should be reported by the fund via MFQS service when applicable:

Footnote A - To be used if the fund's return to shareholders may differ due to capital gains or losses. This footnote applies to money market funds only.

Footnote B - To be used if there are any sales charges or account charges which impact yield. This footnote applies to money market funds only.

Footnote D - To be used on any day that a mutual fund's net asset value is reduced by a capital gains distribution.

Footnote X - To be used by mutual funds on any day a fund goes ex-dividend.

Footnote S - To be used on the ex-date for stock splits dividends.

Footnote H – UIT deferred sales charge.

Footnote O – UIT primary offering.

Footnote W – Trust will not re-open.

Footnote Y – UIT secondary offering.

Money Market Categories

Money market funds are categorized as follows:

Tax-Exempt - Funds investing primarily in securities exempt from federal income tax.

Government Securities - Funds investing exclusively or primarily in securities issued by the U.S. government, or repurchase agreements collateralized by such securities.

General Purpose - Funds not falling into the other two categories.

Nasdaq Operations should be advised of the category, or change therein, of each money market fund. Newspapers may not publish separate categories, or they may only add footnotes to identify one or more categories.

* * * * *

Nasdaq Mutual Fund Operations can be contacted by calling (203) 385-6340 or by writing to The Nasdaq Stock Market, LLC, Attn: MDI - Mutual Funds, Two Corporate Drive, Suite 300, Shelton, CT 06484.