



**AGREEMENT FOR FUNDS USING PRICING AGENTS THAT ACCESS THE
MUTUAL FUND QUOTATION SERVICE COVER SHEET**

THIS AGREEMENT ("Agreement"), dated as of the date executed by The Nasdaq Stock Market, Inc. ("Nasdaq"), is made by and between Nasdaq, a Delaware corporation that is an affiliate of the National Association of Securities Dealers, Inc. ("NASD") (a registered national securities association subject to regulation by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 ("Act")) (NASD with its affiliates is collectively referred to herein as the "Corporations") whose principal place of business is located at 1735 K Street, N.W., Washington, D.C. 20006 and the Subscriber, as identified below.

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:

- 1) Agreement For Funds Using Pricing Agents That Access The Mutual Fund Quotation Service (Version 0199);
- 2) Exhibit A;
- 3) Exhibit B

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 listed above. This cover sheet supersedes all prior cover sheets.

Subscriber Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

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 email address is provided, Nasdaq may give Notices to Subscriber by email addressed to the person(s) identified in subsection (a). By

providing an email address, Subscriber agrees that any receipt received by Nasdaq from Subscriber's service provider or internet computer server indicating that the email 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 (203) 385-6340.

(a) if to Subscriber:

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

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

Email: _____

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

(b) If to Nasdaq:

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

The Nasdaq Stock Market, Inc.
80 Merritt Blvd. 1st Floor
Trumbull, CT 06611
Attn: Mutual Fund Operations
Telephone #: (203) 385-6340

The Nasdaq Stock Market, Inc.
Office of General Counsel
1801 K Street, N.W.
Washington, D.C. 20006
Attn: Robert E. Aber - Senior Vice-President and
General Counsel
Telephone #: (202) 728-8290

The Nasdaq Stock Market, Inc. Use only:

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

The Nasdaq Stock Market, Inc.

By: _____

Name: _____

Title: _____

AGREEMENT FOR FUNDS USING PRICING AGENTS THAT ACCESS THE MUTUAL FUND QUOTATION SERVICE

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

WHEREAS, Subscriber, being a mutual fund, desires to have a third party have access to the Service on behalf of Subscriber for the purpose of entering and receiving information related to Subscriber;

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 "*Corporations*" means The Nasdaq Stock Market, Inc. and its 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 and regulations, interpretations, decisions, opinions, orders and other requirements of the SEC; (b) the rules and regulations of the Corporations; (c) the Corporations' decisions, interpretations, operating procedures, specifications, requirements, and other documentation (including, but not limited to, subscriber guides); and (d) all other applicable laws, statues, 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 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.

Section 2. *Agreement to Provide Service; Compliance with Nasdaq Requirements; Subscriber Warranty.* Upon Subscriber's request and pursuant to the Nasdaq Requirements, Subscriber shall designate, in writing, an agent ("Pricing Agent") which shall have access to a Nasdaq system on behalf of Subscriber for purposes including, but not limited to, 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 Agreement, be included within the definition of "Service". If this Agreement 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 Agreement shall be on behalf of all named funds individually and not as a joint venture. 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 Agreement.

Until the Agreement is terminated or canceled, Nasdaq agrees to provide to Subscriber, through its Pricing Agent, 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 and will continue to be during the term of this Agreement in compliance with the Agreement and the Nasdaq Requirements. Subscriber agrees that (a) the Service is provided when Nasdaq provides a server or other provider to Subscriber's Pricing Agent that said Pricing Agent may access, whether or not the Pricing Agent

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 (or have paid by Subscriber's Pricing Agent) 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 or 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's Pricing Agent of any material change to the Service. Nasdaq may so notify Subscriber's Pricing Agent by posting the change on the Services' web site(s). Nasdaq shall undertake reasonable efforts to notify Subscriber of any changes to the terms of the Agreement. Receipt or use of the Service by Subscriber or its Pricing Agent after any change shall constitute acceptance of the Service, the Nasdaq Requirements, or the Agreement as changed.

Section 5. *License to Use.* (a) Subscriber acknowledges and agrees that the Corporation have certain proprietary rights in the Service. Subscriber further agrees that the Corporations' 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 for internal business purposes only. Subscriber will promptly give written Notice to Nasdaq of any change in the name or place of business of Subscriber and its Pricing Agent and of any change in the place of business at which the web-based access part of the Service is accessed, if Subscriber knows such access is provided to its Pricing Agent. 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 a unfair, misleading or discriminatory manner.

Section 6. *Subscriber Obligations.*

(a) If Subscriber actually knows or discovers a weakness in or about any particular breach of any Security Device assigned to Subscriber's Pricing Agent 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.

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

(c) Subscriber will maintain such accurate and verifiable records regarding the Data and including the names and locations of its Pricing Agent, 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, all at reasonable times, upon reasonable Notice, to ensure compliance with this Agreement.

(d) Subscriber represents and agrees that it shall make reasonable efforts to ensure that its Data is calculated and reported to Nasdaq consistently in accordance with the provisions of this Agreement and the Nasdaq Requirements, including Exhibit A. Nasdaq reserves the right to amend Exhibit A upon reasonable notice to either to the Subscriber or to the Pricing Agent. Only a mutual fund or money market fund of Subscriber ("Fund") which is authorized by Nasdaq for inclusion in the Service shall have its Data submitted.

(e) Unless other options are provided, Subscriber shall submit to Nasdaq, on behalf of each Fund, within 30 days of the end of each calendar year, a statement in the form of Exhibit B certified by an officer of the Fund as of the end of said calendar year. The certification form is attached hereto as Exhibit B. Nasdaq reserves the right to amend Exhibit B upon reasonable notice to the Subscriber.

(f) Subscriber shall maintain records of the Data submitted to Nasdaq through the Pricing Agent pursuant to the Nasdaq Requirements and will make such records available to any authorized representative of Nasdaq upon request.

(g) If the Subscriber is a money market fund, it understands that the submission of yield quotations shall be withheld 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.

(h) Subscriber shall promptly notify Nasdaq, as specified in Exhibit A, of a change in the name of the Subscriber and/or the Pricing Agent, the address of the Subscriber and/or the Pricing Agent 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 disclosure of material information.

(i) Subscriber transfers to Nasdaq all right, title and interest, including, without limitation, all rights of copyright, in the Data provided to Nasdaq by the Pricing Agent. The delivery of the Data to Nasdaq shall be conclusively deemed to effect the transfer. Nothing herein, however, shall diminish the rights of the Subscriber in its Data or in the Data's use outside of this Agreement.

(j) The means by which the Pricing Agent shall access the Service shall be as determined by Nasdaq.

Section 7. Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations. Subscriber acknowledges that Nasdaq, as a subsidiary of NASD, when required to do so by NASD in fulfillment of NASD's statutory obligations, may by Notice to Subscriber or its Pricing

Agent unilaterally limit or terminate the right of any and all persons to receive or use the Service. Any affected Person will have available to it such procedural protections as are provided by the Exchange Act and applicable rules thereunder. The Corporations shall have no liability when complying with such NASD Notice.

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 to Subscriber's Pricing Agent 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 (or, in the case of Subscriber, to the Pricing Agent). 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 (or, in the case of Subscriber, to the Pricing Agent), 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 (including, but not limited to, the Subscriber ceasing to be eligible for participation in the Mutual Fund Quotation Service under the Nasdaq Requirements or it is determined by Nasdaq that the Subscriber has misrepresented its qualifications for inclusion in the Mutual Fund Quotation Service.); 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 the Corporations;

(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;

(e) Nasdaq, immediately, if Subscriber's Pricing Agent fails to comply with its agreement.

Upon termination of this Agreement, Subscriber shall notify its Pricing Agent to cease any and all use of the Service on behalf of Subscriber. 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 herein is in addition to any other remedy at law or in equity that is available to one party (including the Corporations) 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 entered into or received through and from the Service in violation of the Nasdaq Requirements, as they may be modified from time to time (or have such things done on its behalf); not to

affect (or to have affected) materially the integrity of the Service or information received through and from the Service; and not to render (or to have rendered) the Service or information entered into or 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. For those subscribers 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 subscribers. **NASDAQ DOES NOT WARRANT THAT IT WILL MAINTAIN THE CURRENT METHOD OR FORMAT FOR DISSEMINATION OF DATA.**

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.

(b) **EXCLUSIVE REMEDY.** **IN THE EVENT THAT THE SERVICE IS NOT REASONABLE 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, IF APPLICABLE, 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. SUCH RIGHTS TO A REFUND OR CREDIT SHALL NOT INCLUDE THE ANNUAL LISTING FEE.**

(c) **DISCLAIMER OF ALL OTHER WARRANTIES.** **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 THE PRICING AGENT, 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 ACCESS 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 THE PRESS AND TO QUOTATION VENDORS AND TO OTHER THIRD PARTIES.**

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).

SECTION 11. CORPORATIONS' LIMITATION OF LIABILITY. (A) **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE CORPORATIONS 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 THE CORPORATIONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) THE CORPORATIONS 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 ARE 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 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 ANY OR ALL OF THE CORPORATIONS, 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 THE CORPORATIONS 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. Nasdaq can't 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 that its Pricing Agent assumes 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 the Corporations, 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 the Corporations, 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 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 the Corporations' reasonable expenses (excluding reimbursement for the time value of the Corporations' 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.

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 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.

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.

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 noninfringing, or terminate the Service.

This subsection sets forth the entire liability and the exclusive remedy of the Corporations 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 the Corporations have proprietary rights in certain names, including, but not limited to, National Association of Securities Dealers, Inc., "NASD", "The Nasdaq Stock Market, Inc.", "Nasdaq", "Nasdaq International", "Nasdaq International, Ltd", "NASDR", and "NASD Regulation, Inc.". Subscriber shall not use these names in any way that would infringe upon such names. Subscriber acknowledges and agrees that the Corporations or their information providers have proprietary rights in certain trademarks, servicemarks, copyrights or patents, registered or unregistered, and Subscriber shall not use these trademarks, servicemarks, 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 Corporation 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 (and any of the Corporations), 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 the Corporations, Nasdaq's third party information providers and the persons indemnified under Section 14.

Section 17. *Entire Agreement.* The “Agreement” consists of this Agreement For Funds Using Pricing Agents That Access The Mutual Fund Quotation Service, 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 the Access Agreement, the Attachments, or the Nasdaq Requirements, the order of preference shall be the Nasdaq Requirements, the Attachments, and the Access 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 Access 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.

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

Collection/Transmission Procedure

A 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 5:55 p.m. Eastern Time. Nasdaq's transmission to newswires and quotation vendors is done automatically at 5:55 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, Inc., c/o Nasdaq Mutual Fund Operations, 80 Merritt Boulevard, Trumbull, CT 06611.

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-end 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;

Capital Gains - Short-term, medium-term, or long-term 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 split or 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 the 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 explanations 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.)

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 days 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 price column in the newspapers.

The following footnotes should be reported by the fund via the 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 or stock dividends.

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, or guaranteed 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, Inc., Nasdaq Mutual Fund Operations, 80 Merritt Blvd., Trumbull, CT 06611.