

Date: \_\_\_\_\_

Dear Sir/Madam:

This letter shall serve as the agreement ("Letter Agreement") between The NASDAQ OMX Group, Inc. ("NASDAQ") and \_\_\_\_\_ ("Payor") whereby Payor shall be liable for payments due NASDAQ for certain access services ("Services") used by \_\_\_\_\_ ("Subscriber") pursuant to the relevant agreement with NASDAQ. For the purposes of this Letter Agreement, the term "Services" shall only mean the services identified on the most recent Order Form executed by both Payor and Subscriber and attached as Exhibit A.

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

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

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

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| <p>Sincerely,</p><br><br><p>Acknowledged and agreed to:</p> <p>Payor : _____</p> <p>By Authorized Representative of Payor:</p> <p>_____</p> <p>Title: _____</p> | <p>NASDAQ's Address for Notice Purposes:</p> <p>The NASDAQ OMX Group, Inc.<br/> One Liberty Plaza<br/> New York, NY 10006<br/> Fax Number: 212.231.5426<br/> Attention: Subscriber Services</p> <p>NASDAQ's Address for Legal Notices:<br/> The NASDAQ OMX Group, Inc.<br/> 9600 Blackwell oæ<br/> Rockville MD 20850<br/> Attention: Contracts Group</p> <p>Payor's Address for Billing Purposes:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Payor's Address for Notice Purposes:</p> <p>_____</p> <p>_____</p> <p>_____</p> |
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