

OVERVIEW

The following obligations shall apply to any Distributor of Web-Based Data selected by Nasdaq to conduct testing ("Test") on preproduction versions of the Service ("Test Service"):

OBLIGATIONS

- a) During any Test, Distributor may be required to evaluate any aspects of the Service.
- b) For authorization purposes, Distributor shall provide Nasdaq with the names and positions of all Internal Subscribers participating in the Test.
- c) For testing purposes, Distributor shall designate a Security Administrator to Nasdaq in writing. Such Security Administrator may be the same individual provided under Section 3(a) of this Addendum. If testing is to be conducted on a secured website, each Security Administrator shall comply with the provisions below.
- d) While conducting the Test, Distributor shall only use the Test Service provided by Nasdaq for performance testing in the Distributor's environment and shall not use it in a production environment, recognizing that as a Test Service, the accuracy, completeness and reliability are not guaranteed. Distributor is not authorized to redistribute any information it receives or share the Test Service with any third party (and if the Agreements are amended, any Recipients) without Nasdaq's prior written approval in each instance.
- e) Distributor shall not rely upon the Test Service in making any financial, investment or other business decisions or planning.
- f) Distributor shall gather and report test data to Nasdaq in the manner set forth in the Test Service invitation letter and registration form or any other Nasdaq documentation.
- g) Distributor or recipient acknowledges that the Test Service is provided "as is" with all faults. Nasdaq makes no warranties with respect to the Test Service and the data provided through it, either express or implied warranties of merchantability or fitness for a particular purpose.
- h) Distributor or recipient acknowledges that in no event shall Nasdaq be liable for any direct damages, lost revenues or profits or other special, incidental or consequential damages arising with respect to the Test Service and related documentation or arising out of this Addendum, even if Nasdaq has been advised of the possibility of such damages.
- i) Distributor acknowledges that Nasdaq shall have no obligation to correct any problems or deficiencies during the Test.
- j) Distributor acknowledges that, during any Test, Nasdaq reserves the right to decline or terminate authorization to any Distributor for any reason.
- k) Distributor shall maintain as confidential, in the same manner it protects its own confidential information, but in no event shall it be less than a reasonable degree of care given the nature of the confidential information, any information about the Test Service, its design, information and performance specifications, and the existence of the Test and its results, unless advised by Nasdaq that such confidentiality is no longer required.
- l) Upon request by Nasdaq, Distributor shall destroy all passwords, Internal User identification numbers, certificates or any other form of Security Devices, and certify the discontinued use of the Test Service.

INTERNAL USER REQUIREMENTS

When using a Security Device, Internal Users agree to the Nasdaq Requirements and the following:

- Security Devices are personal to Internal User. They may not be shared, **loaned**, sold, transferred or used by others.

- Internal User agrees to change password and perform other actions that are necessary to prevent compromise of and to keep the Security Device operating properly.
- Internal User will not access any portion of the Service, or any portion of the Services, that utilizes Security Devices after Internal User is no longer eligible for access because of a change in Internal User's role or responsibility, change in Internal Subscribers' employer or otherwise do not meet the then current requirements of the Service or any portion of the Service.

SECURITY ADMINISTRATOR RESPONSIBILITY

A Security Administrator will follow the below requirements:

- I will give all Notices to Nasdaq via phone by calling Subscriber Services at 800.777.5606 and via email to traderfeedback@nasdaq.com and obtaining a Nasdaq generated receipt for this email. I will maintain all email receipts for a period of 6 months.
- I will notify Nasdaq within one business day when a User is assigned a Security Device, has their Security Device revoked or is no longer eligible to receive this Service.
- I will assign only one unique Security Device per eligible User.
- I will receive and secure all pin numbers needed for each certificate download.

DOCUMENT UPDATES: OVERVIEW

Document updates provide insight into changes of data policies. Major policy updates will be identified by a new release # (currently 1.0). Minor technical updates will be identified by version (e.g. X.1).

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