

NASDAQ OMX GLOBAL DATA SUBSCRIBER AGREEMENT

Section 1. License to Use. In consideration of Fees paid by Subscriber, NASDAQ OMX grants Subscriber a non-exclusive, non-transferable, non-assignable and non-sublicensable license during the term of this Agreement to receive and use the Services as made accessible by NASDAQ OMX and thereafter to use the Information transmitted from the Services for the purpose(s) described in this Agreement. Subscriber will promptly give written Notice to NASDAQ OMX of any change in the name or place of business or residence at which the Services are accessed. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Services to any third party. Subscriber will not engage in the operation of any illegal business; use or permit anyone else to use the Services; or use any part of the Services for any illegal purpose.

- a. **For Non-Professional or Private Subscribers**, the Services are licensed only for personal use. By representing to NASDAQ OMX that Subscriber is a Non-Professional or Private Subscriber, or by continuing to receive the Services at a Non-Professional or Private Subscriber rate, Subscriber is affirming to NASDAQ OMX that Subscriber meets the definition of Non-Professional or Private Subscriber as set forth in the Definitions Section of this Agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ OMX regarding the Subscriber's receipt, processing, display and/or redistribution of the Information.
- b. **For Professional or Business Subscribers**, the Services are licensed for internal business use and/or personal use of the Professional or Business Subscriber. Professional or Business Subscribers may, on a non-continuous basis, furnish limited amounts of the Information 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.

Section 2. Proprietary Rights. Subscriber acknowledges and agrees that NASDAQ OMX has certain proprietary rights in the Services and the Information. Subscriber further agrees that NASDAQ OMX's third party information providers have proprietary rights in their respective information and data. In the event of any misappropriation or misuse of any part or all of the Services and/or Information, NASDAQ OMX or its third party information providers, as appropriate, in addition to any other rights they have hereunder or under applicable law, shall have the right to obtain injunctive relief.

Section 3. Provision of Services. Subscriber agrees that: (a) the Services are provided when either (i) NASDAQ OMX provides a Security Device permitting access to the Services, regardless of whether or not Subscriber actually accesses it; or, (ii) when a Data Provider provides Subscriber with access to the Services; and (b) there are no standards of performance for the Services except any that are expressly set forth in this Agreement. Subscriber acknowledges and agrees that Subscriber assumes the risk of any unavailability, interruption, delay, incompleteness, or inaccuracy of the Services for any reason, however caused.

Section 4. Fees. Subscriber agrees to pay to NASDAQ OMX or NASDAQ OMX's designee the then effective Fees, as set forth on www.NASDAQOMXTrader.com or a successor site, which Fees may be amended by NASDAQ OMX in its sole discretion from time to time by posting revised Fees on www.NASDAQOMXTrader.com or a successor site. In addition, Subscriber shall pay any taxes, charges or assessments (other than taxes imposed on the net income of NASDAQ OMX) 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 Services to Subscriber. In addition, if Subscriber is required by applicable law to deduct or withhold any such tax, charge, or assessment from the amounts due NASDAQ OMX, then such amounts due shall be increased so that the amount actually received by NASDAQ OMX 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 Services is due in advance as set forth on www.NASDAQOMXTrader.com or a successor site. Receipt or use of the Services after any change shall constitute acceptance of the Fees as changed. Any amount not paid within thirty (30) days after its due date is subject to interest at the rate of one and one-half percent (1½ %) per month (or the highest rate permitted by law, whichever is lower) until paid, plus costs of collection, including reasonable attorneys' fees.

Section 5. Changes to Services and/or this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement constitutes an undertaking by NASDAQ OMX to continue providing the Services, or any part or aspect of the Services, in its present form. NASDAQ OMX, in its sole discretion, may from time to time make additions to, deletions from, or modifications to the Services and the terms of this Agreement, including the right to cease offering the Services altogether. NASDAQ OMX will notify Subscriber of a change by posting the change on www.NASDAQOMXTrader.com or a successor site. Receipt or use of the Services after any change shall constitute acceptance of the Services and this Agreement as changed.

Section 6. Subscriber Obligations. Subscriber acknowledges and agrees that:

(a) At NASDAQ OMX's request, Subscriber shall promptly provide clarification of any information .

(b) Subscriber shall be responsible, under regulation, contract, and/or tort or otherwise, for all actions or omissions of any other person, authorized or not, who gains access to the Services or a portion of the Services by using a Security Device assigned to Subscriber.

(c) 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 renders 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.

(d) Subscriber shall comply, at Subscriber's expense, with all reasonable security specifications or instructions of NASDAQ OMX in order to prevent the Services from being improperly used or accessed or the Information from being improperly taken from Subscriber or its place of business/residence.

(e) If Subscriber actually knows or discovers a weakness in or about any particular breach of any Security Device, Subscriber shall immediately notify NASDAQ OMX of the information Subscriber has about the weakness or breach.

(f) NASDAQ OMX shall have the right, without Notice or liability, to suspend Subscriber's access to the Services if NASDAQ OMX believes in good faith that a failure on the part of the Subscriber to comply with this Agreement has, or Subscriber's acts, omissions or use of the Services may: (i) have an adverse impact on the operation or performance of the Services.; or (ii) cause material damage or harm to the reputation or goodwill of NASDAQ OMX.

(g) Subscriber shall make its premises and personnel, if applicable, available to NASDAQ OMX for review of:

(1) records relating to the Information,

(2) reports and payments relating to the Information, and (3) System and Service (and all instruments and apparatus used in connection therewith), and for physical inspection of Subscriber's use of the Services, all at reasonable times, upon reasonable Notice, to ensure compliance with this Agreement.

(h) Subscriber shall not redistribute any Information, in whole or in part, other than in accord with the provisions set forth in Section 1(b) above. If Subscriber redistributes any Information to an unauthorized party, Subscriber shall be liable for such unauthorized use, together with any relevant Fees and any applicable interest.

(i) Security Devices are personal to Subscriber. They may not be shared, lent, sold, transferred, or used by others. Subscriber agrees 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 on www.NASDAQOMXTrader.com or a successor site. Subscriber will not access any portion of the Services or any portion of the Services that utilizes Security Devices after Subscriber is no longer eligible for access because of a change in his/her role or responsibility, or otherwise does not meet NASDAQ OMX's then current requirements for use of the Services, or any portion of the Services.

(j) Subscriber shall be liable for all under reporting or unauthorized redistribution, and underpayment or other financial non compliance with this Agreement.

Section 7. Term and Termination. The original term of this Agreement shall commence on the earlier of the date Subscriber agrees to and submits this Agreement online or the date access to the Services is provided, and, unless this 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. Failure of Subscriber to pay all Fees when due and Subscriber's breach of Sections 1(a) or 1(b) shall not be considered as capable of being cured; or

(b) NASDAQ OMX, 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. Upon termination of this Agreement for any reason, Subscriber shall cease any and all use of the Services and shall return or destroy all Security Devices and provide certification to NASDAQ OMX that it has done so. Subscriber acknowledges and agrees that the exercise by NASDAQ OMX 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 Services 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 by NASDAQ OMX. 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 with respect to a breach by the other party.

Section 8. Exclusive Remedy; Disclaimer.

(a) PROVISION OF SERVICES. NASDAQ OMX shall use commercially reasonable efforts to offer access to the Services during reasonable business hours. In the event that the Services are not available as a result of a failure by NASDAQ OMX to perform its obligations under this Agreement, NASDAQ OMX will endeavor, giving due regard for the cost, time, and effect on other Subscribers, to correct any such failure. Because of the possibility of human and mechanical errors as well as other factors, NASDAQ OMX is not responsible for any errors or omissions in the Information. In addition, NASDAQ OMX in providing the Information makes no endorsement of any particular security.

(b) EXCLUSIVE REMEDY. IN THE EVENT THAT THE SERVICES ARE NOT REASONABLY AVAILABLE, ARE DELAYED, ARE INTERRUPTED, ARE INCOMPLETE, OR ARE OTHERWISE MATERIALLY AFFECTED FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE (DURING THE TIME NASDAQ OMX REGULARLY TRANSMITS THE SERVICES) DUE TO THE FAULT OF NASDAQ OMX (EXCEPT FOR A REASON PERMITTED IN THIS AGREEMENT), SUBSCRIBER'S EXCLUSIVE REMEDY AGAINST NASDAQ OMX SHALL BE (i) IF SUBSCRIBER CONTINUES TO RECEIVE THE SERVICES OR ANY INFORMATION, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE FOR THE AFFECTED SERVICES TO NASDAQ OMX FOR THE PERIOD AT ISSUE OR, (ii) IF SUBSCRIBER NO LONGER RECEIVES EITHER THE SERVICES OR ANY INFORMATION, A PRORATED MONTH'S REFUND OF ANY MONIES DUE FOR THE AFFECTED SERVICES TO SUBSCRIBER FOR THE PERIOD AT ISSUE. SUCH CREDIT OR REFUND MUST BE REQUESTED BY SUBSCRIBER BY WRITTEN NOTICE TO NASDAQ OMX WITH ALL PERTINENT DETAILS. NASDAQ OMX SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS, OR INACCURACY OF THE SERVICES THAT LASTS LESS THAN FOUR (4) CONTINUOUS HOURS (DURING THE TIME THAT NASDAQ OMX REGULARLY TRANSMITS THE SERVICES)

(c) **DISCLAIMER OF WARRANTIES. THE SERVICE AND INFORMATION ARE PROVIDED "AS IS" AND "WHERE AVAILABLE" AND WITHOUT ANY CONDITIONS OF ANY KIND. NASDAQ OMX DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES OR INFORMATION WILL BE UNINTERRUPTED OR ERROR FREE. NASDAQ OMX PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, ACCURACY, FREEDOM FROM INTERRUPTION, NON-INFRINGEMENT, 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 TERMS. SUBSCRIBER ACKNOWLEDGES THAT NASDAQ OMX MAY PROVIDE SUBSCRIBER ACCESS TO CERTAIN THIRD PARTY SOFTWARE TO ASSIST SUBSCRIBER IN RECEIVING THE SERVICES AND INFORMATION. SUCH THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. SUBSCRIBER AGREES THAT NASDAQ OMX 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 COLLECTIVE SOLE REMEDY AGAINST NASDAQ OMX 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 OMX.

Section 9. NASDAQ OMX'S LIMITATION OF LIABILITY.

(a) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NASDAQ OMX 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 ANY OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF NASDAQ OMX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IF NASDAQ OMX IS FOR ANY REASON HELD LIABLE TO SUBSCRIBER OR TO ANY OTHER PERSON, WHETHER IN TORT OR IN CONTRACT, THE LIABILITY OF NASDAQ OMX FOR ANY GIVEN YEAR OF SERVICES (FROM THE EFFECTIVE DATE OF THE AGREEMENT, OR ANNIVERSARY THEREOF) PURSUANT TO THIS AGREEMENT, AND ANY OTHER PERSON CLAIMING THROUGH, ON BEHALF OF, OR AS HARMED BY SUBSCRIBER, IS LIMITED TO THE GREATER OF: (i) IF SUBSCRIBER CONTINUES TO RECEIVE THE SERVICES OR INFORMATION, A PRORATED MONTH'S CREDIT OF ANY MONIES DUE TO NASDAQ OMX FOR THE PERIOD AT ISSUE OR, IF SUBSCRIBER NO LONGER RECEIVES EITHER THE SERVICES OR ANY INFORMATION, A REFUND OF ANY MONIES DUE TO SUBSCRIBER FOR THE PERIOD AT ISSUE.

(c) THIS SECTION 9 SHALL NOT RELIEVE NASDAQ OMX, SUBSCRIBER OR ANY OTHER PERSON FROM LIABILITY FOR DAMAGES THAT RESULT FROM THEIR OWN WILLFUL TORTIOUS MISCONDUCT, OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS.

(d) SUBSCRIBER AND NASDAQ OMX UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY GIVEN THE FEES, AND ACKNOWLEDGE THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON 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 10. 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 OMX cannot assure Subscriber that the Services will be virus or problem free.

Section 11. Force Majeure. Notwithstanding any other term or condition of this Agreement, none of NASDAQ OMX, 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 12. Indemnification. Subscriber will indemnify and hold harmless the NASDAQ OMX and its employees, officers, directors, and other agents from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber or its employees, officers, directors, and other agents with the terms and conditions of this Agreement; (b) any third-party actions related to

Subscriber's receipt and use of the Services and/or Information, whether authorized or unauthorized under this Agreement. This right is conditioned on NASDAQ OMX giving prompt written notice to Subscriber (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

Section 13. Corporate Names; Proprietary Rights. Subscriber acknowledges and agrees that NASDAQ OMX has proprietary rights in certain names, including, but not limited to, "The NASDAQ OMX Group," "NASDAQ OMX," and "The NASDAQ Stock Market", and that Subscriber shall not use these names in any way that would infringe upon such names. Subscriber acknowledges and agrees that NASDAQ OMX 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 14. Subsequent Parties; Limited Relationship. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors or assigns. Subscriber may not assign this Agreement (including by operation of law) without the prior written consent of NASDAQ OMX. NASDAQ OMX may assign this Agreement. 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 OMX, NASDAQ OMX's third party information providers and the persons indemnified under Section 12 above.

Section 15. Entire Agreement. This Agreement, including any referenced web pages, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, communications, writings, and understandings on the subject matter. All personal pronouns used in this 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 this 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 this Agreement, unless specific reference is made to the sections or subsections of another document.

Section 16. Governing Law; Construction: Everything relating to this Agreement is governed by the laws as detailed in per Appendix 1. For Information received, this Agreement shall be deemed to have been made in the jurisdiction of the applicable NASDAQ OMX Market as detailed in Appendix 1.

Section 17. Waiver; Severability; Survival of Provisions. No failure on the part of NASDAQ OMX or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this 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 this Agreement. If any of the provisions of this Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid, or unenforceable, the remainder of this 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 this Agreement shall be valid and enforceable to the fullest extent permitted by law. Sections 2, 4, 6, 8, 9, and 12-18 shall survive termination of this Agreement.

Section 18. Definitions.

"Act" means the Securities Exchange Act of 1934.

"Affiliate" means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

"Claims or Losses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, including, without limitation, (a) 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 (b) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' and fees and disbursements (including in-house personnel).

"Data Provider" means any third party provider from which Subscriber may receive Services and/or Information.

"Exchange" means any market or exchange operated by one or more of the entities set forth in Attachment 1.

"FINRA" means the Financial Industry Regulatory Authority.

"FSA" means any Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States.

"Information" collectively means all market data, other data and other information relating to: (a) securities or other financial instruments, markets, products, vehicles indicators, indexes or devices; (b) Persons regulated by an Exchange; and (c) activities of an Exchange; as well as any and all other information disseminated by NASDAQ OMX and/or Data Provider(s) through the Service. Information also includes any element of Information as used or processed in such a way that the Information can be identified recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

"NASDAQ OMX" means The NASDAQ OMX Group, Inc., a Delaware corporation, collectively with all of its subsidiaries and Affiliates.

"NASDAQ OMX Requirements" means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the Exchange from which the Information is received ; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to the Exchanges (iii) the Exchanges' decisions, policies, interpretations, operating procedures, specifications, requirements and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on NASDAQ OMX Trader or another website accessible by and made known to Subscriber; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other requirements, whether promulgated by the United States, England, Sweden or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the NASDAQ OMX Requirements.

"NASDAQ OMX Trader" shall mean the website located at www.NASDAQOMXTrader.com or its successor site(s).

"Or" — Includes the word "and".

"Person" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever.

"SEC" means the United States Securities and Exchange Commission.

"Security Device" means any passwords, Subscriber identification numbers, certificates, or other form(s) of authentication or security used to access the Services.

"Services" — means collectively the he services from NASDAQ OMX and/or a Data Provider, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

"Subscriber" — When it appears alone, the word "Subscriber" encompasses all Non-Professional, Private, Professional and Business Subscribers. All subscribers are deemed Professional or Business unless they are qualified as Non-Professional or Private Subscriber.

U.S. Information	Non-U.S. Information
<p>Non-Professional Subscriber</p> <p>Any natural person who is NOT:</p> <p>(a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association;</p> <p>(b) engaged as an "investment advisor" as that term is defined in <u>Section 202(a)(11) of the Investment Advisors Act of 1940</u> (whether or not registered or qualified under that Act); or</p> <p>(c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.</p>	<p>Private Subscriber</p> <p>A natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person. A Private Use Subscriber may <u>not</u>:</p> <p>(a) contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity,</p> <p>(b) contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.</p> <p>A Private Use Subscriber <u>shall</u>, notwithstanding the above:</p> <p>(c) be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee,</p> <p>(d) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control,</p> <p>(e) Section (c) and (d) may not be combined.</p>
<p>Professional Subscriber</p> <p>All other persons who do <u>not</u> meet the definition of Non-Professional Subscriber.</p>	<p>Business Subscriber</p> <p>All other persons who do not meet the definition of Private Subscriber.</p>

ATTACHMENT 1

1. INFORMATION. NASDAQ OMX offers Information that has been collected, validated, processed, and recorded by NASDAQ OMX and/or other sources. The governing laws shall apply as identified below, based upon the provider of the Information:

Legal Entity and Principal Place of Business	Entity Type	Funds	Governing Laws
The NASDAQ OMX Group, Inc. One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement 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 this Agreement.
NASDAQ OMX Information LLC One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement 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 this Agreement.
OMX Nordic Exchange Oy Fabianinkatu 14, FI-00131 Helsinki	Finnish company	Euros	This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute that cannot be amicably settled that arises out of this Agreement shall be referred to arbitration and shall be conducted in accordance with the rules for expedited arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. All such proceedings shall be held in Stockholm, and shall be conducted in the English language, which shall also be the language of the documents.
NASDAQ OMX BX One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement 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 this Agreement.
NASDAQ OMX PHLX 1900 Market Street Philadelphia, PA 19103	Delaware Corporation	US Dollars	This Agreement 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 this Agreement.

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

(a) Subscriber acknowledges that in the United States: (i) several of the NASDAQ OMX Exchanges are registered with the SEC as national securities exchanges pursuant to Section 6 of the Act, and FINRA is registered with the SEC as a national securities association pursuant to 15A of the Act; (ii) FINRA and NASDAQ OMX 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) Section 19(g)(1) of the Act mandates that FINRA and NASDAQ OMX comply with the NASDAQ OMX Requirements; (iv) NASDAQ OMX has jurisdiction to enforce compliance with certain of the NASDAQ OMX Requirements; (v) FINRA has jurisdiction to enforce compliance with certain of the NASDAQ OMX Requirements; and (vi) NASDAQ OMX is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable NASDAQ OMX Requirements.

Accordingly, Subscriber agrees that NASDAQ OMX, 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 Information. NASDAQ OMX 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 OMX to be necessary, consistent with its statutory obligations. Any Person 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.

(b) Subscriber acknowledges that, in Europe, NASDAQ OMX is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable NASDAQ OMX Requirements. NASDAQ OMX when required to do so in fulfillment of its statutory obligations, may, temporarily or permanently, unilaterally condition, modify or terminate the right of any and all individuals or entities to receive or use the Information. NASDAQ OMX shall notify the Subscriber of any such condition, modification or termination, and the Subscriber shall promptly comply with any such notice within such period of time as may be determined in good faith by NASDAQ OMX to be necessary, consistent with its statutory obligations. If the Subscriber receives such notice, it will have available to it all procedural protections provided to it by statute and any applicable regulatory rules.

(c) If Subscriber is a member of an Exchange, then Subscriber expressly acknowledges and agrees that (i) this Agreement does not limit or reduce in any way Subscriber's obligations and responsibilities as a member of any applicable Exchange; (ii) this Agreement does not in any way alter the procedures or standards generally applicable to disciplinary or other actions taken by NASDAQ OMX to enforce compliance with, or impose sanctions for violations of, the NASDAQ OMX Requirements; and (iii) the nonpayment of amounts due under this Agreement could result in the suspension or cancellation of Subscriber's membership in an Exchange in accordance with the NASDAQ OMX Requirements.