

86 Trinity Place  
New York, New York 10006-1881

Any organization or individual which would like to receive CTA Network B or Amex market data must first obtain the necessary authorizations from the American Stock Exchange.

Amex permission will not be given until we have received from your vendor (1) the Subscriber Agreement (copies attached) and (2) an Amex Service Order Form. Both documents must be signed by you. Your vendor will provide you with the Amex Service Order Form. When we have received and approved the documents, we will authorize your vendor to start providing you with Amex market data. We will also mail back to you a signed copy of the Subscriber Agreement.

All subscribers should understand that the Subscriber Agreement stipulates that (1) the data is not guaranteed, (2) the subscriber may **not** retransmit or otherwise electronically redistribute the data, and (3) the subscriber must **pay a monthly fee directly to the American Stock Exchange**. There are no free trial periods.

Toute société ou personne désirant recevoir les données boursières CTA Network B ou Amex doivent tout d'abord se procurer les autorisations nécessaires auprès de l'American Stock Exchange.

L'Amex ne donnera pas son autorisation sans avoir reçu de votre fournisseur: (1) le contrat d'abonnement (exemplaires joints), et (2) le formulaire de commande de service Amex, tous deux signés de vous. C'est votre fournisseur qui vous communiquera le formulaire de commande de service Amex. Après réception et acceptation de ces documents, nous autoriserons votre fournisseur à commencer la transmission des données boursières Amex. Nous vous renverrons aussi un exemplaire signé du contrat d'abonnement.

Tous les abonnés sont informés que le contrat d'abonnement contient les stipulations suivantes: (1) les données ne sont pas garanties; (2) l'abonné ne peut **pas** retransmettre les données, ou les rediffuser électroniquement; et (3) l'abonné doit **verser une redevance mensuelle directement à l'American Stock Exchange**. Il n'y a pas de périodes d'essai gratuites.

Wenn eine Organisation oder Person die Börsendaten von CTA Network B oder Amex erhalten möchte, so muß zuerst die erforderliche Genehmigung der American Stock Exchange eingeholt werden.

Die Genehmigung der Amex wird erst erteilt, wenn wir von Ihrem Lieferanten (1) den Teilnehmervertrag (Exemplare anbei) und (2) das Auftragsformular für den Amex-Service erhalten haben. Beide Dokumente müssen von Ihnen unterschrieben sein. Das Auftragsformular für den Amex-Service erhalten Sie von Ihrem Lieferanten. Wenn wir die Dokumente erhalten und akzeptiert haben, werden wir Ihren Lieferanten dazu ermächtigen, Ihnen die Amex-Börsendaten zur Verfügung zu stellen. Wir werden auch eine unterschriebene Kopie des Teilnehmervertrags an Sie zurücksenden.

Alle Teilnehmer werden darauf aufmerksam gemacht, daß der Teilnehmervertrag festlegt, daß (1) die Daten nicht garantiert sind, (2) der Teilnehmer die Daten **nicht** weiterübertragen oder auf andere Weise elektronisch verteilen darf, und (3) der Teilnehmer **eine monatliche Gebühr direkt an die American Stock Exchange zu zahlen hat**. Kostenlose Probezeiten werden nicht gewährt.

La institución o la persona particular que desee recibir los datos bursátiles de CTA Network B o de Amex deberá obtener previamente la autorización correspondiente de American Stock Exchange.

Amex no otorgará dicha autorización si antes no ha recibido del suministrador de servicios de la institución o persona interesada (1) el Acuerdo de Suscripción (se adjuntan copias) y (2) el Formulario de Solicitud de Servicios de Amex. Ambos documentos deberán llevar la firma de la institución o persona interesada. El suministrador de servicios les entregará el Formulario de Solicitud de Servicios de Amex. Cuando hayamos recibido y aprobado los documentos arriba mencionados, autorizaremos a su suministrador de servicios para que empiece a proporcionarles datos de Amex y les devolveremos por correo una copia firmada del Acuerdo de Suscripción.

Queremos hacer notar a todos los subscriptores que en el Acuerdo de Suscripción se establece que (1) los datos no son garantizados, (2) el subscriptor **no** puede retransmitir ni redistribuir los datos electrónicamente y (3) el subscriptor debe **pagar una tarifa mensual directamente a American Stock Exchange**. No se ofrecen períodos de prueba gratuitos.

CTAネットワークB、またはアメックスの市場データの入手を希望する、いかなる組織あるいは個人も、まず最初に必要な認可をアメリカン証券取引所から受けねばなりません。

アメックスの許可は、私共がお客様を担当する販売者から、(1) データ受取人契約書 (用紙別添)、(2) アメックス・サービス注文書を受領するまで与えられません。また、両方の書類はお客様の署名が必要となります。お客様の署名は、アメックスのサービス注文書を受領するまで与えられません。



# American Stock Exchange

86 Trinity Place  
New York, New York 10006-1881

Market Communications  
Tel.: (212) 306-1340  
Fax: (212) 306-5838 (2086)

# Agreement for Receipt of Consolidated Network B Data and AMEX Market Data

This Agreement permits the undersigned "Subscriber" to arrange with authorized vendors or with the American Stock Exchange, Inc. ("AMEX"), as appropriate, to receive any one or more Types of Market Data\* and to use that Market Data for interrogation\* display, tape\* display or other purposes not entailing retransmission. This Agreement governs whichever Type(s) of Market Data, means of receipt and use(s) Subscriber receives, arranges and makes. Subscriber and AMEX agree to all terms and conditions of this Agreement.

(Type or Print)

Subscriber's Name: \_\_\_\_\_  
(Company Name)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Taxpayer ID or Social Security Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## SUBSCRIBER

Name: \_\_\_\_\_  
(Individual Name)

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Subscriber Authorized Signature)

Dated: \_\_\_\_\_

AMERICAN STOCK EXCHANGE, INC.  
On behalf of the CTA Plan Participants (in respect of CTA Network B last sale information) and the CQ Plan Participants (in respect of CQ Network B quotation information) and on its own behalf solely (in respect of AMEX Securities Information\*)

AMEX USE ONLY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Indicate following memberships:

- |   |   |  |
|---|---|--|
| American Stock Exchange, Inc. <input type="checkbox"/>        | Chicago Stock Exchange, Inc. <input type="checkbox"/>                     | New York Stock Exchange, Inc. <input type="checkbox"/>     |
| Boston Stock Exchange, Inc. <input type="checkbox"/>          | Cincinnati Stock Exchange, Inc. <input type="checkbox"/>                  | Pacific Stock Exchange, Inc. <input type="checkbox"/>      |
| Chicago Board Options Exchange, Inc. <input type="checkbox"/> | National Association of Securities Dealers, Inc. <input type="checkbox"/> | Philadelphia Stock Exchange, Inc. <input type="checkbox"/> |

## PART I: PROVISIONS OF GENERAL APPLICABILITY

### 1. DEFINITIONS

- (a) "Authorizing SRO" means each of the authorizing self-regulatory organizations (i.e., each CTA Plan Participant, each CQ Plan Participant and AMEX).
- (b) "Interrogation", as used to differentiate devices and displays, refers to (i) displaying Market Data for a security in response to Subscriber's specific inquiries or (ii) displaying changes in Market Data as they occur for a limited number of securities specified by Subscriber.
- (c) "Market Data" means (i) CTA Network B last sale information, (ii) CQ Network B quotation information, (iii) AMEX Index Information and (iv) each other category of market information made available by AMEX as the AMEX may designate from time to time. Each of the above categories includes all information that derives from the category's information. Last sale prices and information deriving from those prices cease to be "Market Data" 15 minutes after the Authorizing SRO(s) make the prices available over their low speed data transmission facilities. AMEX may alter such period from time to time on 60 days' written notice to Subscriber.
- (d) "AMEX Securities Information" means the Types of Market Data enumerated or referred to in clauses (iii) and (iv) of Paragraph 1(c).
- (e) "Person" includes any natural person or proprietorship or any corporation, partnership or other organization.
- (f) "Processor" means the processor under the CTA Plan and CQ Plan.
- (g) "Subscriber Device" means a component of Subscriber Equipment\* that provides an interrogation display, a tape display or both displays.
- (h) "Subscriber Equipment" means any display device, computer, software, wires, transmission facility or other equipment by which Subscriber receives, displays or otherwise uses Market Data.

(i) "Tape", as used to differentiate devices and displays, refers to displaying on a current and continuous basis (i) Market Data as currently made available (or as may be made available in the future) over the data transmission facilities of one or more Authorizing SROs or as retransmitted by an authorized vendor or (ii) a subset of the Market Data so made available or retransmitted that Subscriber selects on the basis of, for example, transaction size or security.

(j) "Type of Market Data" means the Market Data in any of the categories enumerated or referred to in Paragraph 1(c).

2. PROPRIETARY NATURE OF DATA — Each Authorizing SRO asserts a proprietary interest in its "Relevant Market Data" (i.e., the Market Data that it furnishes to the Processor and in case of AMEX, that it otherwise makes available).

3. AMEX CAPACITY; ENFORCEMENT — Whenever this Agreement requires "AMEX" to take any action, or to receive any payment, information or notice, as to any Type of Market Data, AMEX acts on behalf of the Authorizing SRO(s) for the Type of Market Data. Any Authorizing SRO may enforce this Agreement as to its Relevant Market Data, by legal proceeding or otherwise, against Subscriber and may likewise proceed against any person that obtains its Relevant Market Data other than as this Agreement contemplates. Subscriber shall pay the reasonable attorneys' fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

### 4. CHARGES

(a) PAYMENT — Subscriber shall pay in United States dollars the applicable charge(s) as from time to time in effect, plus any applicable tax. Charges apply for receipt of Market Data whether or not used.

(b) BILLING — Subscriber will be billed in advance for recurring data and equipment charges on a periodic basis (monthly unless otherwise notified) based upon information that Subscriber or authorized vendors report. Subscriber will be billed upon incurrence for one-time charges, such as those relating to installations, relocations and provision of additional equipment facilities. Subscriber shall pay invoices promptly upon receipt. Errors in and omissions from invoices, and errors or delays in sending, or failures to send or receive, invoices, do not relieve Subscriber of its payment obligations.

\*Whenever an asterisk follows the first use of a term, Paragraph 1 defines the term.



Please note: This Agreement continues on to a 2nd page. If you have not received and read both pages, do not sign this Agreement above.

## 5. DATA SECURITY

(a) **RETRANSMISSIONS PROHIBITED** — Subscriber shall use Market Data only for its individual use in its business. Subscriber shall neither furnish Market Data to any other person nor retransmit Market Data among its premises.

(b) **CONTROL OF EQUIPMENT** — Subscriber shall assure that it or its partners or officers and employees have sole control or physical possession of, and sole access to Market Data through, Subscriber Equipment.

(c) **DISPLAYS ACCESSIBLE TO THE GENERAL PUBLIC** — Notwithstanding the limitations of Paragraphs 5(a) and 5(b), subscriber may install one or more Subscriber Devices on enclosed portions of premises to which the general public has access if Subscriber (i) controls the premises and access to them and (ii) gives AMEX written notice of the installation. Subscriber may permit individuals who are passing through or visiting the premises to operate or to view the devices on a sporadic basis, and for limited periods of time, during their temporary presence on the premises.

(d) **EQUIPMENT SECURITY** — Subscriber understands that this Paragraph 5 requires Subscriber to carefully locate and protect Subscriber Equipment. Subscriber shall abide by any written requirements that AMEX specifies to regulate the location or connection of Subscriber Equipment or to otherwise assure compliance with this Paragraph 5. Subscriber guarantees that any person installing or maintaining Subscriber Equipment will comply with this Paragraph 5.

(e) **INSPECTION** — At any reasonable time, Subscriber shall assure that authorized representatives of AMEX have access to the premises at which Subscriber Equipment is located, and, in the presence of Subscriber's officials, the rights to examine the equipment and to observe Subscriber's use of the equipment.

6. **DATA NOT GUARANTEED** — Neither AMEX, any other Authorizing SRO nor the Processor (the "disseminating parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any disseminating party. No disseminating party shall be liable in any way to Subscriber or to any other person for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party.

7. **DISSEMINATION DISCONTINUANCE OR MODIFICATION** — The Authorizing SROs may discontinue disseminating any Type of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages to Subscriber.

8. **DURATION; SURVIVAL** — Subject to Paragraph 7, either Subscriber or AMEX may terminate this Agreement on 30 days' written notice to the other. In addition, this Agreement terminates 90 days after Subscriber no longer has the ability to receive Market Data as contemplated by this Agreement. Withdrawal of an Authorizing SRO other than AMEX from the CTA Plan and the CQ Plan terminates this Agreement solely as to that Authorizing SRO. Withdrawal of AMEX from the CTA Plan and CQ Plan terminates this Agreement as to all other Authorizing SROs. Paragraphs 3, 5(d), 6, 15(c), 15(e) and 16(e) survive termination of this Agreement.

9. **ENTIRE AGREEMENT; MODIFICATIONS** — This writing contains the entire agreement between the parties in respect of its subject matter. This Agreement supersedes each previous agreement between Subscriber and AMEX pursuant to which Subscriber has been receiving Market Data except insofar as the earlier agreement covers receipt of Market Data through direct or indirect access to the high speed line described in the CTA Plan or the CQ Plan or any comparable high speed transmission facility that AMEX uses to make Market Data available. The parties may only modify this Agreement by a writing signed by or on behalf of each of them.

10. **ASSIGNMENTS** — Subscriber may not assign all or part of this Agreement without the written consent of AMEX.

11. **GOVERNING LAW; CONSTRUCTION** — The laws of the State of New York govern this Agreement. It shall be interpreted in accordance with those laws. In prohibiting Subscriber from doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (e.g., by causing or permitting any other person to do the act).

12. **APPLICABILITY OF 1934 ACT AND PLANS** — This Agreement is subject to the Securities and Exchange Act of 1934, the rules under that act, the CTA Plan (as to CTA Network B last sale information) and the CQ Plan (as to CQ Network B quotation information).

13. **NOTICES; NOTIFICATION OF CHANGES** — The parties shall send communications relating to this Agreement to:

American Stock Exchange, Inc.

Subscriber (as above)

86 Trinity Place

New York, New York 10006-1881

Attention: Market Communications

Subscriber and AMEX may each change its address by written notice to the other. Subscriber shall give AMEX prompt written notice of any change in (a) the Subscriber information listed above, (b) any other information provided to AMEX in connection with initiating the receipt of any Type of Market Data or (c) any description provided pursuant to Paragraph 15(d).

## PART II: SPECIAL PROVISIONS

This Part II applies only to the extent that Subscriber's activity or equipment falls within the scope of one or more of Paragraphs 14 through 16.

### 14. SECURITIES PROFESSIONALS: FURNISHING DATA TO CUSTOMERS AND BRANCH OFFICES

(a) **SCOPE** — This Paragraph 14 applies if Subscriber is a securities professional, such as a registered broker-dealer or investment adviser, and is an exception to Paragraphs 5(a), 5(b) and 5(c).

(b) **LIMITED PROVISION OF DATA** — Solely in the regular course of its securities business, Subscriber may occasionally furnish limited amounts of Market Data to its customers and clients and to its branch offices. Subscriber may so furnish Market Data to its customers and clients who are not on Subscriber's premises solely (i) in written advertisements, educational material, sales literature or similar written communications or (ii) during telephonic voice communication not entailing the use of computerized voice synthesization or similar technology. Subscriber may so furnish Market Data to its branch offices solely (i) as provided in the preceding sentence or (ii) through manual entry of the data over its teletype network. Subscriber shall not permit any customer or client to take physical possession of Subscriber Equipment. Subscriber shall abide by any additional limitations that AMEX specifies in writing.

### 15. REPORTING; RECORDS; EQUIPMENT DESCRIPTION

(a) **SCOPE** — This Paragraph 15 applies whenever an authorized vendor cannot know (e.g., by virtue of installing equipment or recognizing electronically a unique device identifier) all information necessary to bill Subscriber for applicable charge(s). For example, this Paragraph 15 typically applies to (i) Subscriber Devices not leased from AMEX or an authorized vendor, (ii) portable Subscriber Devices and Subscriber Devices that use portable components (e.g., software) to receive Market Data and (iii) Subscriber's receipt of Market Data through synthesized voice responses over telephones.

(b) **REPORTING** — Subscriber shall furnish to AMEX in writing such information, in such form and at such times, as AMEX may reasonably specify from time to time to permit billing of Subscriber for applicable charge(s). However, if an authorized vendor provides Market Data to any Subscriber Device, Subscriber shall furnish information regarding the device to the vendor instead of AMEX unless AMEX notifies Subscriber otherwise in writing.

(c) **RECORDS** — Subscriber shall maintain the records upon which it bases its reporting for two years following the period to which the records relate. Solely to monitor Subscriber's compliance with this Paragraph 15, authorized representatives of AMEX may examine and verify those records at any reasonable time in the presence of Subscriber's officials.

(d) **EQUIPMENT DESCRIPTIONS** — Upon AMEX's written request, Subscriber shall provide AMEX with a description acceptable to AMEX of any Subscriber Equipment that an authorized vendor or an Authorizing SRO does not supply.

(e) **INDEMNIFICATION** — Subscriber shall indemnify and hold harmless each Authorizing SRO from and against any liability, loss or damages caused by (i) any inaccuracy in or omission from, (ii) Subscriber's failure to furnish or to keep, or (iii) Subscriber's delay in furnishing or keeping, any report or record that this Paragraph 15 requires. Subscriber shall do so even if Subscriber depends on information from a third party and the third party caused the inaccuracy, omission, failure or delay. Without limiting the generality of the foregoing, if AMEX determines that, as a consequence of any such inaccuracy, omission, failure or delay, applicable Subscriber charges were not billed when incurred, Subscriber may be billed for those charges and Subscriber shall promptly pay those charges plus any applicable tax.

### 16. EQUIPMENT SUPPLIED BY AUTHORIZING SROs

(a) **SCOPE: DEFINITION** — This Paragraph 16 applies to Subscriber Equipment that one or more authorizing SROs supply ("SRO Equipment").

(b) **OWNERSHIP** — The Authorizing SRO(s) or their supplier(s) own SRO Equipment. Subscriber shall not relocate, remove or alter SRO Equipment, or attach to SRO Equipment any equipment other than authorized equipment that an authorized vendor supplies, without AMEX's written consent. Subscriber shall return SRO Equipment in the same condition as it was when installed except for normal wear and tear and for failures for which the Authorizing SROs are responsible under Paragraph 16(d).

(c) **ACCESS TO PREMISES** — Subscriber shall assure that authorized representatives of the Authorizing SROs and of their suppliers and service contractors may install, repair, maintain, relocate and replace SRO Equipment, and may remove any SRO Equipment that Subscriber no longer wants or to which it is no longer entitled, at any reasonable time.

(d) **SITE PREPARATION AND MAINTENANCE** — Subscriber shall prepare the site for SRO Equipment in a manner acceptable to the Authorizing SROs and shall bear all costs of providing adequate space and power. The Authorizing SROs shall maintain SRO Equipment subject to applicable charges. Maintenance includes repair or replacement of failed SRO Equipment and parts as necessary. Extraordinary charges may apply if Subscriber caused the failure.

(e) **WARRANTY AND SCOPE OF LIABILITY** — THE AUTHORIZING SROs PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Paragraph 16(d) sets forth the Authorizing SROs' entire liability for performance of SRO Equipment. The Authorizing SROs' liability to Subscriber for any liability, loss or damages relating to SRO Equipment other than for the cost of maintaining, repairing or replacing SRO Equipment, whether based in contract, in tort (including negligence and strict liability) or any other theory, shall in the aggregate not exceed the lesser of (i) \$1,000 or (ii) the total charges to Subscriber under this Agreement for the period preceding the breach or injury. The foregoing limitations do not apply to personal injury claims. In no event shall any Authorizing SRO be liable (i) for any indirect, incidental, special, consequential or punitive liability, loss or damages relating to SRO Equipment, regardless of the form of the action and foreseeability of the liability, loss or damages or (ii) for any liability, loss or damages due to any "force majeure" (see Paragraph 6) or for any other cause beyond the reasonable control of the Authorizing SRO.