
NASDAQ OMX Global Subscriber Agreement

Summary



Subscribers to the Information must sign The NASDAQ OMX Group, Inc. ("NASDAQ OMX") Subscriber Agreement ("Agreement") or its equivalent in order to receive the Information (Refer to definition in [Section 12](#)). While all terms are important, NASDAQ OMX asks that you pay particular attention to the following conditions. For additional information, refer to the sections referenced at the end of each condition.

Restrictions on uses and transfers: The subscriber ("Subscriber") may not provide access to information described herein ("Information") or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber (for U.S. Information) and Business or Private (for non-US. Information) definitions. [[Section 12](#)]

Most types of damages are excluded and remaining damages are limited: NASDAQ OMX is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount. [[Section 6](#) and [Section 7](#)]

No implied or statutory warranties or duties: All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate. [[Section 7](#)]

Subscriber provides an indemnity: Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 9) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information. [[Section 9](#)]

Notices; Notification of Changes. All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (a) and (b) below. Notices shall be deemed to have been duly given (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) 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 to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) upon posting the notice or other communication on the NASDAQTrader website or a successor site. If an email address is provided, NASDAQ OMX may, in lieu of the above, give notice to or communicate with Subscriber by email addressed to the persons identified in subsection (a) or to such other email address or persons as Subscriber shall hereafter specify by prior written notice. By providing an email address, Subscriber agrees that any receipt received by NASDAQ OMX 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 Subscriber cannot see or printout all or any portion of the message, Subscriber agrees that it is Subscriber's responsibility to contact NASDAQ OMX at (301) 978-5307.

(a) If to **Subscriber:**

Name: _____
Title: _____
Address: _____

Telephone #: _____
Fax #: _____
Email: _____

(b) If to **NASDAQ OMX:**

NASDAQ OMX Global Data Products
805 King Farm Boulevard
Rockville, MD 20850
Phone: +1 301 978 5307 or +45 33 93 33 66
DataOps@nasdaqomx.com

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

The NASDAQ OMX Group, Inc.
Office of General Counsel, Attn: Contracts Group
805 King Farm Boulevard
Rockville, MD 20850

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

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. [[Appendix 1](#)]

No oral amendments and only NASDAQ OMX may amend: The Agreement may not be altered orally and may only be altered by NASDAQ OMX pursuant to an agreement procedure which includes notice to either the Subscriber or the Distributor. Failure to terminate the Agreement before, or use of Information thereafter, an amendment will be the Subscriber’s consent (or confirmation of earlier consent) to the amendment. [[Section 10](#) and [Section 11](#)]

Distributors can impact Subscriber’s rights but not NASDAQ OMX’s rights: A Distributor does not have the authority to change the Agreement. Distributors are obligated to provide notice of NASDAQ OMX changes to the Subscriber. However, if they do not, NASDAQ OMX’s notice to the Distributor is still effective, as to Subscriber including notice of cancellation. [[Summary](#) and [Section 12](#)].

Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations. Subscriber acknowledges that NASDAQ OMX may be under certain restrictions when offering the Information, as detailed in Appendix 1. [[Section 1](#)]

Please review the following terms and conditions of the NASDAQ OMX Global Subscriber Agreement before you complete the Signature Section: You must be 18 years of age and must designate yourself as either a Non-Professional or Professional and Business or Private Subscriber in the following section, based on the definitions provided in Section 12. To qualify as Non-Professional or Private Subscriber, you must meet all the terms set forth in Section 12. By completing this section, I agree to the terms and conditions set forth in this NASDAQ OMX Global Subscriber Agreement.

Individual Subscriber – Complete Section A. **Subscriber Firm or Organization**–Complete Section B.

<u>US Subscriber Status:</u>	<u>Non-US Subscriber Status:</u>	<u>US Subscriber Status:</u>	<u>Non-US Subscriber Status:</u>
<input type="checkbox"/> Professional	<input type="checkbox"/> Business	<input type="checkbox"/> Professional	<input type="checkbox"/> Business
<input type="checkbox"/> Non-Professional	<input type="checkbox"/> Private		

A. Individual Subscriber Information:

(PRINT NAME OF INDIVIDUAL SUBSCRIBER)

By: _____
(SUBSCRIBER SIGNATURE)

Date: _____, 20____

B. Subscriber Firm Information:

(PRINT NAME OF SUBSCRIBER FIRM)

By: _____
(SUBSCRIBER SIGNATURE)

Name of Signatory: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of SUBSCRIBER FIRM)

Title: _____
AUTHORIZED OFFICER

Date: _____, 20____

Distributor Information (for Distributor/Vendor/Data Provider Use Only)

Distributor: _____
(PRINT NAME OF DISTRIBUTOR FIRM)

By: _____ Signatory: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of DISTRIBUTOR) (SIGNATURE OF PERSON SIGNING ON BEHALF OF DISTRIBUTOR)

Title: _____ Date: _____, 20____
AUTHORIZED OFFICER

Terms and Conditions

The Distributor and its agents may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except by NASDAQ OMX, is void.

1. USE OF DATA. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or Securities and Exchange Commission ("SEC") Rule or any Financial Services Authority Rule ("FSA") or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

a. Non-Professional or Private Subscriber — For Non-Professional or Private Subscriber, the Information is licensed only for personal use. By representing to Distributor that Subscriber is a Non-Professional or Private Subscriber, or by continuing to receive the Information at a Non-Professional or Private Subscriber rate, Subscriber is affirming to Distributor and to NASDAQ OMX that Subscriber meets the definition of Non-Professional or Business Subscriber as set forth in [Section 12](#) of this Agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ OMX for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

b. Professional or Business Subscriber — For Professional or Business Subscriber, the Information is licensed for the 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. Upon request, Professional or Business Subscribers shall make its premises available to NASDAQ OMX for physical inspection of Distributor's Service and of Professional or Business Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

2. PROPRIETARY DATA. NASDAQ OMX grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Distributor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ OMX Requirements. Subscriber acknowledges and agrees that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ OMX 's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

3. PAYMENT. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ OMX (except for federal, state or local income taxes, if any, imposed on NASDAQ OMX) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Distributor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ OMX. For Professional or Business Subscribers, if any payment is due directly to NASDAQ OMX under this Agreement, payment in full is due NASDAQ OMX in immediately available funds, in the currency specified by NASDAQ OMX by a check to NASDAQ OMX, by electronic funds transfer to an

institution of NASDAQ OMX's choosing or by any other form of payment as specified by NASDAQ OMX in Appendix 1, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

4. SYSTEM. Subscriber acknowledges that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ OMX shall not be responsible for such effects. NASDAQ OMX does not endorse or approve any equipment, Distributor or Distributor's Service.

5. EXCLUSIVE REMEDY. NASDAQ OMX shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ OMX to perform its obligations under this Agreement, NASDAQ OMX will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ OMX regularly transmits the Information due to the fault of NASDAQ OMX (except for a reason permitted in this Agreement or in NASDAQ OMX's agreement with the Distributor), Subscriber's or any other Person's exclusive remedy against NASDAQ OMX shall be:

- a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ OMX from 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 Information or any other data and/or information offered by NASDAQ OMX, a prorated month's refund of any monies due for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue.

Such credit or refund shall, if applicable, be requested in writing to NASDAQ OMX with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

6. LIMITATION OF LIABILITY.

a. Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Subscriber, its Distributor 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 NASDAQ OMX has been advised of the possibility of such damages.

b. NASDAQ OMX shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information.

c. 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 within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:

- i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by NASDAQ OMX, a prorated month's credit of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a refund of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or

ii. \$500.

d. This section shall not relieve NASDAQ OMX, 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 NASDAQ OMX understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

7. DISCLAIMERS OF WARRANTIES. NASDAQ OMX and its third-party information providers make no 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, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY. NASDAQ OMX's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

9. CLAIMS AND LOSSES. Subscriber will indemnify NASDAQ OMX and hold NASDAQ OMX and its employees, officers, directors and other agents harmless 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 with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ OMX shall be permitted to solely defend and settle) another party (including NASDAQ OMX) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (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).

10. TERMINATION. Subscriber acknowledges that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ OMX. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Distributor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Distributor and by NASDAQ OMX with thirty (30) days written notice either to Distributor or Subscriber. NASDAQ OMX may also alter any term of this Agreement with ninety (90) days written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ OMX may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ OMX or Distributor.

11. AMENDMENTS/AGREEMENT. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. 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 other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is 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. In the event of any conflict between the terms of this Agreement and of the Distributor's agreement, the terms of this Agreement shall prevail as between

NASDAQ OMX and Subscriber.

12. DEFINITIONS.

Act shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ OMX Market in the United States.

Affiliate shall mean 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 — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, 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, (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' fees and disbursements (including in-house personnel).

Distributor shall mean Distributor and its Affiliates as identified in writing to NASDAQ OMX. For purposes of this agreement, "Distributor" shall mean "Vendor".

Distributor's Service — The service from a distributor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

FSA shall mean a Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States.

Information shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Distributor or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX Company; c) other information and data from a NASDAQ OMX Company. 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 shall collectively mean The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively "NASDAQ OMX").

NASDAQ OMX Markets shall mean the regulated securities and options exchange subsidiaries of NASDAQ OMX and other regulated market subsidiaries of NASDAQ OMX, including, but not limited to, The NASDAQ Stock Market ("NASDAQ"), the OMX Nordic Exchange ("OMX"), NASDAQ OMX BX ("BX"), NASDAQ OMX PHLX ("PHLX"), the Philadelphia Board of Trade ("PBOT"), and NASDAQ OMX Europe. The NASDAQ OMX Markets are each a "NASDAQ OMX Market."

NASDAQ OMX Requirements — All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the NASDAQ OMX Market from which the Information is received; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to NASDAQ OMX Markets (iii) the NASDAQ OMX Markets' 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 the NASDAQTrader website located at www.NASDAQTrader.com or another website accessible by and made known to Distributor; 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 Trader shall mean the website located at www.NASDAQTrader.com or its successor site(s).

Or — Includes the word "and".

Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

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-Professional Subscriber	<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 Section 202(a)(11) of the Investment Advisors Act of 1940 (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>
Professional Subscriber	All other persons who do not meet the definition of Non-Professional Subscriber.
Non-U.S. Information	
Private Subscriber	<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 not:</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 shall, 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>
Business Subscriber	All other persons who do not meet the definition of Private Subscriber.

"System" shall mean any system NASDAQ OMX has developed for the creation and/or dissemination of Information.