

1. SERVICES

(a) The provision of services as further described in a Client Order ("Services") accepted by NYSE TransactTools, Inc. ("NYSETT[®]") shall be governed by these General Terms and Conditions, NYSETT's website [www.nysetransacttools.com] and/or such other terms as may have been agreed upon in writing between the parties (the "Agreement"). (b) BY REQUESTING, USING OR PAYING FOR SERVICES, CLIENT AGREES TO THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF CLIENT DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLIENT SHOULD NOT USE THE SERVICES AND IMMEDIATELY NOTIFY NYSETT AT 1-800-732-8672. (c) Client acknowledges that NYSETT may change this Agreement at any time as a result of changes required by third party providers (which includes, but is not limited to, Securities Industry Automation Corporation), governmental authority, law, regulatory rules or valid subpoena, other administrative or legal process or court order.

2. PAYMENT

(a) Client is responsible for payment of all charges for Services furnished to Client under this Agreement, including unauthorized charges placed from Client's equipment and charges incurred as a result of "Clip-on Fraud." An invoice shall be deemed to be correct and binding upon Client if written notice of any disputed charges is not received by NYSETT within 30 days of the date of such invoice. Client's obligation to make payment in full when due is not affected by any notice of disputed charges. (b) Payment shall be due on Client's receipt of invoice. Amounts not paid within 30 days of the invoice date will be considered past due and subject to a late charge of 1 1/2% per month, where permitted by law, or the maximum rate allowed by law. (c) NYSETT may charge Client a fee if a Client check, bank draft or electronic funds transfer is returned for insufficient funds, where permitted by law. (d) Client agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Services provided, except for taxes based on NYSETT's income. Taxes will be separately stated on Client's invoice.

3. USE

(a) Services are provided subject to the condition that they will be used by Client only for authorized and lawful purposes. (b) NYSETT may deny, for any lawful reason, Client's request for Services or limit the facilities available for any Service as determined in NYSETT's sole discretion. (c) Except as otherwise provided herein, Client is responsible for making separate arrangements for use of the specific services provided by the New York Stock Exchange, the American Stock Exchange, the National Market System, the clearing corporations, and such other entities that NYSETT may connect the Service to in the future. (d) Except as otherwise provided herein, the Service shall be used solely for Client's communications and not for third party access or use. (e) Except as otherwise provided herein, Client may not use any of NYSETT's or NYSETT's suppliers trademarks, trade names, service marks or other intellectual property without the express written permission of NYSETT.

4. SERVICE DATE; TERM

(a) NYSETT shall use reasonable efforts to make Services available by the estimated service date as set forth in the Client Order (the "Service Date"). NYSETT shall not be liable for any damages whatsoever resulting from failure to meet any Service Date. (b) In the event that Client is not ready to accept service within 30 days after the estimated Service Date, NYSETT shall have the right, at its sole discretion, to i) commence billing for Services or ii) immediately cancel this Agreement without further obligation to Client. (c) Unless otherwise agreed upon in writing between the parties, upon completion of the Initial Term (as defined in Section 4.d), the Contract will automatically renew for 60 day increments ("Renewal Term"). (d) Unless otherwise agreed upon in writing between the parties, the minimum initial term is 90 days from the commencement of Services ("Initial Term").

5. CLIENT RESPONSIBILITIES

(a) NYSETT reserves the right of entrance for its employees, agents or contractors to Client premises for the purposes of installing, repairing, maintaining, inspecting, or upon termination of Services, removing NYSETT equipment and facilities. Client is responsible for arranging access to any rights of way, equipment space and conduit necessary to provide Services on Client premises. (b) Client shall provide on a timely basis the necessary equipment space, conduit, and electrical power required to install, repair, maintain, inspect, replace or remove the equipment and facilities used to provide Services on Client premises without charge or cost to NYSETT. Client shall be responsible for assuring all such Client premises, including but not limited to rights of way, equipment space, and conduit are safe for NYSETT's equipment, facilities and personnel and are protected and insured against fire, theft, vandalism, or other casualty, and that the use thereof complies with all applicable laws, rules, and regulations and with all applicable leases or other contractual agreements. In cases in which additional protections are required, as determined by NYSETT, the same shall be provided by Client at Client's expense. (c) Client shall be responsible to obtain and continue in effect all authorizations, permits and insurance necessary to permit Client to receive Services and comply with its obligations hereunder.

6. EQUIPMENT

(a) Client agrees that all rights, title and interest in all equipment and facilities provided by NYSETT hereunder shall at all times remain exclusively with NYSETT. Client shall not create or permit to be created any liens or encumbrances upon such equipment and facilities. Upon termination of Services, NYSETT shall have the right, but not the obligation, to remove its equipment and facilities from Client premises. (b) NYSETT shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. NYSETT shall have no responsibility for the maintenance and repair of equipment and facilities not furnished by NYSETT. NYSETT may assess Client its standard charge in cases where a malfunction is unrelated to NYSETT equipment and facilities or for false call outs.

7. DEFAULT

NYSETT may terminate this Agreement, in whole or in part, without incurring any liability, immediately upon written notice to Client if: (a) any amount due remains unpaid 30 days after the date of the invoice or (b) Client fails to comply with any other material provision of this Agreement and such noncompliance continues for 30 days after written notice to Client thereof.

8. LIMITATIONS OF LIABILITY

(a) To the extent that any part of the Services is unavailable, interrupted, degraded, or otherwise unsatisfactory for any reason, NYSETT and Client agree that Client's sole and exclusive remedy shall be the credit allowances for interruptions as provided in Section 12 unless otherwise agreed upon between the parties in writing. (b) NYSETT shall not be liable for any damages whatsoever to property at any Client premises resulting from the installation, repair, maintenance, inspection or removal of equipment and facilities unless such damage is caused by NYSETT's willful misconduct or gross negligence. (c) NYSETT shall not be liable for any damages whatsoever associated with services, equipment or facilities that it does not furnish or for any act or omission of any entity furnishing to Client services, equipment or facilities used for or in connection with the Services. (d) NYSETT exercises no control over, and accepts no responsibility for, the content of the information transmitted. Use of such information is at Client's own risk. Client is solely responsible for maintaining the accuracy and integrity of its own data. (e) NYSETT shall not be liable for any damages whatsoever due to the acts or omissions of Client. (f) NYSETT shall not be liable for any damages whatsoever associated with any cause or causes beyond NYSETT's control including but not limited to labor or industrial disturbances, acts of God, floods, lightning, shortages of materials, rationing, utility or communication failure, earthquakes, casualty, war, acts of public enemy, riots, insurrections, terrorist acts, embargoes, blockages, actions, restrictions, regulations, or order of any government agency or subdivision thereof, or any cause related to Client's negligence or failure to perform. (g) NYSETT's total liability in respect of any and all claims arising from or related to this Agreement, in contract, tort, or otherwise, will be limited to the lesser of (i) actual damages incurred and proved by Client as a direct result of NYSETT's act or omission or (ii) the sum of \$1,000.00. (H) IN NO EVENT SHALL NYSETT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION AND THE LIKE) WHETHER OR NOT NYSETT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

9. TERMINATION

(a) NYSETT may terminate this Agreement, in whole or in part, immediately and without notice to Client if NYSETT: (i) determines, in its sole discretion, that continued provision of any Services, equipment or facilities will contravene any local, state, national or international law or regulation or major carrier use policies; (ii) determines that such action is necessary to prevent or protect against fraud, or otherwise protect its Services, equipment or facilities from abuse or degradation or to protect its personnel or other customers; or (iii) is unable to secure the necessary services, equipment, or facilities to continue to provide Client with Services. (b) Unless otherwise agreed upon between the parties in writing, if Client terminates this Agreement prior to the end of the agreed term, Client shall be liable for the following termination charges: (i) Base Termination Charge – an amount equal to the minimum usage commitment multiplied by the number of months remaining on the agreed term and (ii) Promotional Termination Charge – an amount equal to any promotional credit, discount, or waiver (if applicable) given to the Customer. (c) Client may terminate this Agreement, in whole or in part, immediately upon written notice to NYSETT if NYSETT fails to comply with any other material provision of this Agreement and such noncompliance continues for 30 days after written notice to NYSETT thereof.

10. RATES AND PASS-THROUGH CHARGES - NYSETT shall be entitled to (a) adjust its rates by notifying Client 10 days prior to the effective date of such change ("Rate Increase"), and (b) to pass through to Client, without notice, any charges, fees, taxes, and terms and conditions of service imposed by NYSETT's suppliers, including, but not limited to, rate changes in telephone tariffs, communications charges and access charges that are imposed or enacted by NYSETT's suppliers after the Service Date. Client shall have 30 days from the effective date of a Rate Increase to provide NYSETT with written notice of its intent to terminate Services based on such Rate Increase and shall be relieved of all obligations without liability, excepting obligations incurred by Client prior to any such termination, including, but not limited to, the payment of past due amounts.

11. PAYMENT ARRANGEMENTS

In the event that at any time during the term of this Agreement, Client's creditworthiness cannot be established to NYSETT's sole satisfaction, Client may be required to

provide a security deposit as a guarantee of payment in the form of cash payment, surety bond, or guaranteed Letter of Credit. Such deposit may be held for as long as Client's creditworthiness remains unsatisfactory to NYSETT. Client shall notify NYSETT immediately of any material change in its financial condition from that reported to NYSETT by Client in its most recent submission hereunder. Upon the termination of Services, NYSETT shall refund to Client the balance of the deposit in excess of amounts due and outstanding.

12. CREDIT ALLOWANCES

(a) The following credit allowance will be given when Services are interrupted unless otherwise agreed upon between the parties in writing. An interruption period begins when Client reports a verifiable interruption in Services to NYSETT at 1-800-732-8672. (b) Credit allowance does not apply to interruptions: (i) caused by Client or others authorized by Client to use the Services; (ii) due to failure of services, equipment or facilities provided by Client or others; (iii) during any period in which NYSETT is not given access to the premises where equipment and facilities associated with the Services are located; and (iv) due to scheduled maintenance and repair.

Interruption Period	Credit	Interruption Period	Credit
Less than 30 min	None	30 min - 2 hr 59 min	1/10 day
3 hr - 5 hr 59 min	1/5 day	6 hr - 8 hr 59 min	2/5 day
9 hr - 11 hr 59 min	3/5 day	12 hr - 14 hr 59 min	4/5 day
15 hr - 24 hr	One day		

(b) No more than one full day's credit will be allowed for any period of 24 hours. In no event shall the credit allowance in any month exceed the actual monthly charges for the service interrupted. (c) All claims are subject to review and verification by NYSETT. Interruption periods shall be based solely on NYSETT measurements. (d) The credits stated above, in addition to those rights and remedies available under the Agreement, are Client's sole and exclusive remedy with regard to any service outage or any NYSETT failure to meet the Service obligations.

13. NOTIFICATION

Except as otherwise provided herein, all notices to the parties shall be sent by regular mail, postage prepaid, to: (a) In the case of NYSETT: NYSETT Inc., 2 Metrotech Center, Brooklyn, N.Y. 11201, Attention: Customer Service cc: Office of the General Counsel (b) In the case of Client: unless otherwise stated, to the Office of the General Counsel at the billing address.

14. INDEMNIFICATION

(a) NYSETT shall be indemnified, defended and held harmless by Client and/or by others authorized by Client to use the Services against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of the Services furnished by NYSETT, including: (i) Claims arising out of, resulting from, or related to Client's resale or attempted resale of the Services; (ii) Claims for libel, slander, invasion of privacy, or infringement of copyright or patent, or for the unauthorized use of any trademark, trade name, or service mark, or arising from any communication using the Service; (iii) All other Claims arising out of any act or omission of Client, or others using the Services made available to Client under the terms of this Agreement, excepting only those claims that directly result from the gross negligence or willful misconduct of NYSETT. Client agrees to defend NYSETT against any such Claims and to pay, without limitation, all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims. (b) Client shall immediately notify NYSETT of any Claim known or suspected by Client and shall honor all reasonable requests by NYSETT to perfect and protect at NYSETT's expense any rights of NYSETT in the Services.

15. ASSIGNMENT

NYSETT may, without obtaining any further consent from Client, assign any of its rights, privileges, or obligations under this Agreement. Client shall not, without prior written consent of NYSETT, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Agreement.

16. WARRANTIES

NYSETT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT.

17. MISCELLANEOUS

(a) This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between NYSETT and Client. (b) This Agreement may be subject to state and/or federal tariffs. In the event that provisions set forth in this Agreement differ from those set forth in the applicable federal and/or state tariffs, the terms of this Agreement shall be deemed to waive or modify the terms of the applicable tariff, to the extent permitted by law. (c) This Agreement shall be governed by and construed under the laws of the State of New York, without regard to choice of law principles. The parties hereto agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be tried in a court of competent jurisdiction in the State and County of New York, and the parties consent to the personal jurisdiction of such court. (d) The following provisions hereof shall survive the expiration or termination of this Agreement: Article 1, Article 2, Section 4(a), Article 5, Article 8, Article 14, Article 17, Article 18 and Article 19. (e) The existence of and the terms contained in this Agreement are NYSETT confidential information and Client agrees that they shall not be disclosed for any reason without NYSETT's express written permission.

18. ADDITIONAL TERMS APPLICABLE TO CERTAIN VOICE SERVICES

In addition to those terms and conditions set forth in this Agreement, the following terms and conditions shall apply to Client's subscription, access and use of the "ConferLink" Voice Service: (a) Client agrees not to use ConferLink to send unsolicited mass mailings or to communicate any content that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. Client will indemnify and hold NYSETT harmless including entities providing any portion of ConferLink to NYSETT utilized by Client from and against all losses, damages, liabilities, costs, charges and expenses, including reasonable attorneys' fees, arising from Client's violation of this provision. (b) Notwithstanding anything to the contrary contained in this Agreement the total liability of NYSETT including entities providing any portion of ConferLink to NYSETT utilized by Client shall be limited to the lesser of (i) the amounts paid for ConferLink pursuant to this Agreement in the 3 months prior to the date of claim being made or (ii) the sum of \$1,000.00.

19. ADDITIONAL TERMS APPLICABLE TO SFTISM SERVICE

In addition to those terms and conditions set forth in this Agreement, the following terms and conditions shall apply to Client's subscription, access and use of SFTISM Service (the "SFTI Terms"). NYSETT's continued provision of Services to Client is subject to Client's compliance with the SFTI Terms. (a) SFTI Service is provided subject to the condition that it will be used by Client only for lawful purposes and purposes authorized by this Agreement. SIAC may deny a SFTI Service Order or limit the terms of a SFTI Service Order as determined in SIAC's sole discretion. Client is responsible for making separate arrangements for use of the specific services provided by the New York Stock Exchange, the American Stock Exchange, the National Market System, the clearing corporations, and such other entities that SIAC may connect the SFTI Service to in the future. Except as provided in Paragraph e. below, the SFTI Service shall be used solely for Client's communications and not for third party access or use. (b) Where applicable SIAC may amend the SFTI Service Order, the SFTI Regulations, and the SFTI Specifications from time to time upon giving notice of the terms of any such amendment to Client by any reasonable means, including, but not limited to, publication on SIAC's website www.siac.com/sfti. With regard to any amendment effected by such publication, NYSETT will use reasonable efforts to advise Client of the publication of such amendment by sending an e-mail to Client e-mail address provided to NYSETT by Client. SIAC, in its sole discretion, may limit, expand or terminate, or make subject to different or additional terms, conditions or restrictions, the SFTI Regulations, the SFTI Specifications, or SFTI Service Order(s). Client's use of the SFTI Service after receipt of notice of any such amendment constitutes acceptance of such amendment. (c) Client shall indemnify and hold SIAC harmless from and against any claims, costs and expenses arising out of Client's use of the SFTI Service, except for SIAC's willful misconduct or gross negligence. SIAC shall not be liable to Client or anyone claiming through Client for any damages whatsoever unless such damage is caused by SIAC's (or any of its employees, agents or representatives) willful misconduct or gross negligence. Under the SFTI Service Order, SIAC exercises no control over, and accepts no responsibility for, the content of the information transmitted. Use of such information is at Client's own risk. Client is solely responsible for maintaining the accuracy and integrity of its own data. SIAC shall not be liable for any damages whatsoever due to the acts or omissions of Client. SIAC's total liability in respect of any and all claims arising from or related to the Service Order, in contract, tort, or otherwise, will be limited to the lesser of (i) actual damages incurred and proved by Client as a direct result of SIAC's act or omission or (ii) \$1,000.00. IN NO EVENT SHALL SIAC, ITS THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AND EMPLOYEES BE LIABLE TO CUSTOMER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION AND THE LIKE) WHETHER OR NOT SIAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT. (d) SIAC MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. (e) Client shall not permit the SFTI Service to be used by third parties nor shall it resell the SFTI Service without the prior written consent of SIAC. If such consent is given, Client shall provide SIAC with the names of all of its users who access or use the SFTI Service through Client (Client's Users). Client agrees to require that its agreements with all of Client's Users contain language substantially similar to paragraphs. a. through .e. of this Article 19, for the benefit of SIAC, its owners, employees and third party service providers and shall provide such language to SIAC upon request. Client consents to audit by SIAC to determine compliance with the terms of this Section.