

**24X NATIONAL EXCHANGE LLC
CONNECTIVITY SERVICES INFORMATION FORM**

PROVIDER INFORMATION		
Firm:		
Address:		
City:	State:	Zip:
BILLING ADDRESS (if different from above)		
Address:		
City:	State:	Zip:
BUSINESS CONTACT	TECHNICAL CONTACT	BILLING CONTACT
Name:	Name:	Name:
Email:	Email:	Email:
Phone:	Phone:	Phone:

ACCOUNT ADMINISTRATORS	
<p>A Connectivity Provider must designate an Account Administrator who will be authorized to grant permission and user access within the 24X National Exchange (“Exchange”) Platform. More than one Account Administrator may be designated, and there is no maximum number of Account Administrators allowed per Connectivity Provider. Account Administrators will be able to grant access to tools within the Platform including, but not limited to, historical market data subscriptions, logical port requests, modify or delete forms, physical connection request forms, invoices and billing files.</p>	
<i>(Required)</i> Name:	Title:
Email:	Phone:
<i>(Additional)</i> Name:	Title:
Email:	Phone:

**24X NATIONAL EXCHANGE LLC
CONNECTIVITY SERVICES AGREEMENT**

This Connectivity Services Agreement (the “Agreement”), dated as of the date appearing below the signature of the Exchange to this Agreement, is a binding agreement between you (the “User”) and 24X National Exchange LLC (the “Exchange”).

1. Services.

This Agreement authorizes User to receive the Services. As used in this Agreement, “Services” shall mean those services described on User’s connectivity order form (the “Order Form”) and any other connectivity services provided by the Exchange to User to the extent such services are not addressed by another agreement between the Exchange and User. User acknowledges and agrees that nothing in this Agreement constitutes an understanding by the Exchange to continue any aspect of the Services in their current form. The Exchange may from time to time make additions, deletions or modifications to the Services. In such event, the Exchange shall use commercially reasonable efforts to notify User prior to such change becoming effective. User’s continued use of the Services following the modification will constitute User’s acceptance of the modification.

2. Connectivity and Redistribution.

(a) General. User is solely responsible for providing and maintaining all necessary electronic communication capabilities required to link to the Services, including, as applicable, wiring, computer hardware, software, communication line access and networking devices. This Agreement authorizes User to access the Exchange physically in order to provide Authorized Third Parties (as defined herein) with access to the Exchange, certain data feeds associated with the Exchange and/or certain other authorized non-Exchange services. In order to receive and/or redistribute Exchange data, User shall also enter into a Data License Agreement with the Exchange (the “Data Agreement”). Nothing in this Agreement shall limit User’s requirements and obligations arising under the Data Agreement, if applicable. User shall take reasonable security precautions to prevent unauthorized individuals or entities from gaining access to the Exchange. User shall comply with all reasonable security specifications or requirements of the Exchange in order to prevent the Exchange and Exchange data from being improperly used or accessed or from being improperly taken. User shall not provide any third party with access to the Exchange or Exchange data unless such third party is an Authorized Third Party, pursuant to the Exchange’s prior written consent. For purposes of this Agreement, an “Authorized Third Party” is a party that the Exchange has approved to connect to the Exchange via connectivity supplied by User and/or to receive Exchange data or other Exchange authorized services transmitted through User.

(b) Approval and Termination Notice Requirements. All notices shall be provided as directed in the Connectivity Manual.

(i) In order for a party to be approved as an Authorized Third Party, User must submit a request to the Exchange that includes the name and contact information of the party to whom connectivity will be provided. The Exchange will typically approve or reject a request within three (3) business days, but is under no obligation to respond within that timeframe. Where a request is rejected by the Exchange, User may not provide the subject party with connectivity to the Exchange.

(ii) In the event User desires to terminate the provision of Services to an Authorized Third Party, User must submit written notice to the Exchange that identifies the name of the Authorized Third Party and the effective date of such termination.

(iii) If (A) any Authorized Third Party fails to comply with any of the conditions, terms or provisions of this Agreement, as applicable to such Authorized Third Party, the Data Agreement or any other agreement between an Authorized Third Party and the Exchange or an affiliate of the Exchange, and the Authorized Third Party has failed to

remedy such non-compliance within the cure period, if any, set forth in the applicable agreement, or (B) if an Authorized Third Party has made any representation in any such agreement which was or has become untrue, then User shall, within five (5) business days after receipt of notice from the Exchange of such failure or untruth, cease providing access to the Exchange and/or Exchange data to such Authorized Third Party and shall, within seven (7) business days following the receipt of such notice, confirm such cessation by notice to the Exchange.

(c) List of Authorized Third Parties. User shall maintain, keep current, and provide to the Exchange promptly upon request a list of Authorized Third Parties to whom User provides access to the Exchange and/or certain data feeds associated with the Exchange. Unless otherwise stipulated by the Exchange, User shall use reasonable efforts to respond to such a request within fifteen (15) days of receipt of the request.

(d) Network Requirements. User must comply with all applicable network requirements contained in the Connectivity Manual. The Exchange will provide notice of any material amendments to such requirements and User shall comply with the amended requirements within thirty (30) days of receipt of such notice.

3. Fees.

(a) Fees for Services. User agrees to make timely payment to the Exchange for all fees for the Services, as well as any applicable late fees, in accordance with the terms set forth in the Order Form or, if none are specified, make payment within thirty (30) days of the invoice date. In the event of User's failure to make timely payment, the Exchange reserves the right to terminate the subject Service(s) upon notice to User. User will be solely responsible for all telecommunications costs and other expenses incurred in linking to, and maintaining its link to, the Services. User shall pay the Exchange a late charge in the amount of 1% per month on all past due amounts that are not the subject of a legitimate and bona fide dispute.

(b) Adjustments to Fees. The Exchange may adjust the fees for the Services upon reasonable notice to User; provided, however, that the Exchange may pass through to User, without notice, any third party charges, fees, taxes, or terms and conditions incurred by or imposed on the Exchange in connection with the provision of Services. If User is receiving a physical connection from the Exchange, User may acquire a physical connection for transition purposes at no additional cost, as long as User transitions its connection within three (3) weeks from the date on which the replacement connection goes live (*i.e.*, when the Exchange switchport is configured and connected to a User circuit or cross-connect). If, after three (3) weeks, the legacy connection is not terminated, User will be charged for an additional connection.

4. Term. The initial one (1) month term of this Agreement shall commence upon the date of this Agreement and shall automatically renew for additional one (1) month terms at the beginning of each subsequent calendar month, unless terminated by either party as provided below.

5. Termination.

(a) By User. User may terminate this Agreement, or cancel any physical connection provided hereunder, upon thirty (30) days' prior written notice to the Exchange.

(b) By the Exchange. The Exchange may terminate this Agreement, any of the Services provided hereunder, and/or any authorization to allow connectivity to an Authorized Third Party in its sole discretion at any time or from time to time upon thirty (30) days' prior written notice to User. Notwithstanding the foregoing, the Exchange may suspend or terminate the Services immediately upon notice to User if it determines, in the Exchange's sole reasonable discretion, that: (i) User has breached any material term of this Agreement; (ii) User is engaged in activities that the Exchange determines to be detrimental to the Exchange or its members, including without limitation a determination that such activities are detrimental to the performance and operation of the Services; (iii) User has become insolvent, has made an assignment for the benefit of creditors, is not paying debts as they become due, or admits, in writing, its inability to pay debts when due, has filed, or has filed against it, any petition under any applicable bankruptcy laws or an application for a receiver, trustee,

or custodian of User is made by anyone, or has become the subject of any proceedings of bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition, or User otherwise poses a credit risk to the Exchange or its members; (iv) User is selling, leasing, furnishing or otherwise permitting or providing access to data of the Exchange or providing any connectivity to the Exchange without the prior approval of the Exchange; (v) User has violated any Exchange Rules; (vi) if User is a member of the Exchange, User ceases to be a member in good standing, or User is otherwise no longer authorized to use the Services; or (vii) any representations or warranties made by User in connection with this Agreement are or become false or misleading.

(c) **Consequences of Termination.** Upon the termination of this Agreement for any reason, all rights granted to User hereunder will cease and User shall immediately pay to the Exchange all amounts owed to the Exchange under this Agreement, including without limitation all fees owed for Services in respect of the entirety of the then-current calendar month (e.g., if the Agreement is terminated on February 15th, Users shall be required to pay the Exchange the monthly fees for Services for the entire month of February). The following Sections will survive the termination or expiration of this Agreement for any reason: Sections 3, 5(c), and 6 through 14. In no event will termination of this Agreement relieve User of any obligations incurred prior to the termination or through its use of or connection to the Exchange.

6. DISCLAIMER OF WARRANTY. THE SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO THE SYSTEM OR ANY SOFTWARE OR OTHER MATERIALS MADE AVAILABLE TO USER, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. THERE IS NO GUARANTY THAT THE SERVICES PROVIDED BY THE EXCHANGE WILL MEET USER'S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION. THE EXCHANGE GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE EXCHANGE AND SHALL NOT BE HELD LIABLE TO OR THROUGH USER OR OTHERWISE FOR ANY USE OR ABUSE WHATSOEVER OF THE EXCHANGE BY ANOTHER PERSON HAVING ACCESS TO THE EXCHANGE, INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO CONCLUDE TRANSACTIONS OR OBSERVE APPLICABLE MARKET REGULATIONS OR CONVENTIONS OR TO PAY REQUISITE TAXES OR OTHER CHARGES ON ANY TRANSACTIONS OR TO OTHERWISE ACT LAWFULLY.

7. NO CONSEQUENTIAL DAMAGES. ABSENT FRAUD OR WILLFUL MISCONDUCT BY THE EXCHANGE OR A CLAIM ARISING OUT OF THE EXCHANGE'S INDEMNIFICATION OBLIGATION, UNDER NO CIRCUMSTANCES WILL THE EXCHANGE OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON USER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF THE SERVICES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTIES, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, OR STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION. NOTWITHSTANDING THE FOREGOING, THE EXCHANGE MAY BE LIABLE TO USER TO THE EXTENT SUCH LIABILITY ARISES BASED ON RULE 11.13 (LIMITATION OF LIABILITY), AS SUCH RULE MAY BE AMENDED OR RE-NUMBERED FROM TIME TO TIME.

8. Indemnification.

(a) **Indemnification by User.** User agrees to indemnify and hold harmless the Exchange, its owners, subsidiaries, affiliates, officers, directors, employees, agents and any related persons and entities from and against all

expenses and costs and damages (including any reasonable legal fees and expenses), whether direct, consequential or incidental in nature, claims, demands, proceedings, suits and actions, and all liabilities resulting from, in connection with or arising out of any failure by User for any reason, whether fraudulent, negligent or otherwise, to comply with its obligations under this Agreement, unless such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from the Exchange's willful misconduct, fraud or material breach of the Exchange's obligations under this Agreement.

(b) **Indemnification by the Exchange.** The Exchange agrees to indemnify, defend and hold harmless User and its subsidiaries and affiliates, and its and their respective officers, directors, employees and agents, from and against all expenses and costs and damages (including any legal fees and expenses), whether direct, consequential, or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with or arising out of any third party claim that Exchange or the Services, or User's use thereof, infringes any copyright, patent, trademark, trade secret or other intellectual property right

9. Force Majeure. Neither party shall be responsible or liable to the other party for any failure or delay in the performance of their obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; pandemics; wars; civil or military disturbances; terrorism; sabotage; epidemics; riots; interruptions; loss or malfunction of utilities, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority or governmental actions.

10. Assignment. User's license to use the Services during the term of this Agreement is personal, nonexclusive and nontransferable. User shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the Exchange's written prior approval, which will not be unreasonably withheld. The Exchange may, as permitted by the Act, assign or transfer this Agreement or any of its rights or obligations hereunder to a related or unrelated party upon notice to User. This Agreement will bind each party's successors-in-interest.

11. Severability; Survival of Certain Provisions. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule of law or otherwise, the remainder of this Agreement will not be affected and to that extent the provisions of this Agreement will be deemed to be severable. If any court of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by law.

12. Amendment. The Exchange may amend this Agreement at any time. User shall be notified not fewer than 30 days prior to such amendment becoming effective. Such notice may be accomplished by publication on the Exchange's website or otherwise by making such amendment publicly available.

13. Miscellaneous.

(a) All notices or approvals required or permitted under this Agreement must be given in writing to the Exchange at [INSERT ADDRESS] or to User at its last reported principal office address.

(b) This Agreement, together with any Order Form(s), addendums or schedules hereto, constitutes the sole and entire agreement of the parties and supersedes all prior or contemporaneous understandings, agreements, representations or warranties, either oral and written, with respect to the Agreement's subject matter. In the event of any conflict between the business terms of the main body of this Agreement and any business terms set forth in an Order Form, the terms set forth in the Order Form shall govern.

(c) Any waiver of or modification to any provision of this Agreement will not be effective unless executed in writing and signed by the other party.

(d) This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Both parties submit to the jurisdiction of state and federal courts in and for the State of New York for the resolution of any dispute arising under this Agreement.

(e) This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, when taken together, shall be considered one agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

User: _____ 24X National Exchange LLC

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____