

OPTIONS PRICE REPORTING AUTHORITY

TELEVISION DISSEMINATION

RIDER TO VENDOR AGREEMENT

THIS TELEVISION DISSEMINATION RIDER TO VENDOR AGREEMENT (this "Rider") is made this ____ day of _____, 20__ between _____, a _____ *[specify form of organization]* ("Vendor") , and the American Stock Exchange LLC, Boston Stock Exchange, Inc., Chicago Board Options Exchange, Incorporated ("CBOE"), International Securities Exchange, Inc. ("ISE"), NYSE Arca, Inc. and Philadelphia Stock Exchange, Inc. (said exchanges are hereinafter sometimes collectively referred to as the Options Price Reporting Authority ("OPRA"), a registered securities information processor).

RECITALS

A. The aforesaid exchanges have been authorized by the Securities and Exchange Commission (the "SEC") pursuant to Section 11A(a)(3)(B) of the Securities Exchange Act of 1934, as amended (the "Act"), to act jointly as parties to a plan for the consolidated reporting of options last sale reports, quotation information and related information (said plan as amended from time to time in accordance with the provisions thereof is hereinafter referred to as the "Plan"), and the Plan provides that any other national securities exchange approved by the SEC for the trading of options may become a party to the Plan (all such parties are hereinafter sometimes referred to collectively as the "Participants" and individually as a "Participant").

B. The Plan provides that the consolidated options information reporting system described therein is administered by the Participants through a committee designated as OPRA, and all references in this Rider to OPRA shall mean the Participants acting pursuant to the Plan.

C. Vendor has entered into a Vendor Agreement ("Vendor Agreement") with OPRA pursuant to which it has been approved to receive and disseminate current OPRA Data (as defined in the Vendor Agreement).

D. Vendor wishes to disseminate current OPRA Data via cable, satellite or broadcast television.

AGREEMENTS

1. Dissemination of OPRA Data via Television

(a) Subject to the terms of this Rider and notwithstanding any provision of the Vendor Agreement, Vendor may furnish current values included from time to time in the OPRA Data via a passive scrolling or ticker display on cable, satellite or broadcast television to third persons, without requiring that such persons enter into Subscriber Agreements with Vendor or Professional Subscriber Agreements with OPRA. Vendor's only reporting requirements with respect to such display are the requirements set forth in Section 3 of this Rider, and OPRA hereby waives any other reporting requirements in the Vendor Agreement with respect to such display. Vendor's description of its television dissemination service in Exhibit A to the Vendor Agreement shall include a general description of the current OPRA Data values that Vendor intends to disseminate or is disseminating.

(b) Notwithstanding paragraph (a), Vendor may not, except with the express written permission of OPRA, disseminate current values of any index included in OPRA Data separately from the dissemination of related options market information. OPRA hereby grants Vendor permission to disseminate, separately from the dissemination of related options market information, values of indexes included in the OPRA Data from time to time that are proprietary to Standard & Poor's, CBOE and ISE. OPRA may revoke the foregoing permission with respect to values of any index upon notice to Vendor specifying the effective date of the revocation. If OPRA notifies Vendor that OPRA is revoking permission with respect to values of any index, Vendor may terminate the Vendor Agreement and this Rider (or this Rider alone) effective the effective date of the revocation.

(c) This Rider shall become effective as of the date set forth on the first page hereof. Following its effectiveness, this Rider shall continue in effect until terminated as herein provided. Vendor or OPRA may terminate this Rider on not less than thirty days prior written notice to the other. (In the case of Vendor, this right is in addition to the termination right described in paragraph 1(b).) OPRA may terminate this Rider forthwith at any time upon a determination that Vendor has violated any provision of this Rider or that information provided by Vendor to OPRA with respect to its dissemination of OPRA Data is materially inaccurate. In the event a Participant, upon compliance with any applicable requirements of the Act (including any affirmative action by the SEC, if required), shall withdraw from or otherwise cease to be a Participant in the Plan, this Rider shall be deemed to have terminated with respect to such Participant effective as of the date of such withdrawal or cessation. Notwithstanding the withdrawal by any one or more of the Participants from the Plan, this Rider shall remain in effect as between the remaining Participants in the Plan and Vendor unless and until terminated as herein provided, and on or following any such withdrawal the terms "Participant" and "Participants" as used herein shall refer only to the remaining Participants in the Plan.

2. Exculpatory Message

(a) Vendor shall cause its televised display of current OPRA Data (its “Television Service”) conspicuously to display or announce the following message:

The securities markets (1) reserve all rights to the market data that appears over the ticker display, (2) do not guarantee that data and (3) shall not be liable for any loss due either to their negligence or to any cause beyond their reasonable control. Any redistribution of that data is strictly prohibited.

(b) Vendor shall assure that the display or announcement of the message is clearly legible or audible and is effected in a manner that makes the recipients of the Television Service reasonably likely to receive it. Among other things, this means that Vendor shall display or announce the message no less frequently than three times a day or at such more frequent intervals as the parties may from time to time reasonably agree. Those transmissions shall include one at the beginning of the trading day, one during the middle of the trading day and one at the end of the trading day.

3. Television Display Fee

(a) AMOUNTS – In addition to any other fees payable by Vendor, Vendor shall pay OPRA the Television Display Fee shown on the OPRA Fee Schedule as in effect from time to time. Such fees are based on a “per 1,000 households reached” metric. For the purposes of this Rider, “households reached” refers to the number of television households that can receive Vendor’s television programming.

(b) DETERMINATION OF “HOUSEHOLDS REACHED” METRIC – Subject to paragraph (c) of this Section, the parties shall determine the number of Vendor’s “households reached” as follows:

(i) For payments in respect of the months of January through June of any calendar year, the parties will use the number of Vendor’s “households reached” as of the end of September of the preceding calendar year;

(ii) For payments in respect of the months of July through December of any calendar year, the parties will use the number of Vendor’s “households reached” as of the end of March of that calendar year.

(c) The number of Vendor’s “households reached” as of the end of any September or March refers to:

(i) The number of Vendor’s “households reached” as of the end of that month as published in the *Nielsen Cable National Audience Demographic Report* (the “Nielsen Report”); or

(ii) If the Nielsen Report does not publish the number of Vendor's "households reached" for the end of a particular September or March, but has published the figure for any one or more of the six months preceding that September or March, the last Nielsen Report-published number of Vendor's "households reached" prior to that September or March; or

(iii) If the Nielsen report has not published the number of Vendor's "households reached" for more than six months prior to a particular September or March, the number of Vendor's "households reached" as of the end of that September or March that Vendor reports to OPRA.

Insofar as the parties use the Nielsen Report to determine the number of Vendor's "households reached" pursuant to clause (i) or (ii), that number shall be represented as a percentage of the current Nielsen Report television household estimates. Insofar as Vendor is required to report the number of Vendor households penetrated to OPRA pursuant to Clause (iii), Vendor shall do so within two months of the end of each September and March. OPRA may endeavor to verify the accuracy of the Vendor's-report of Vendor's "households reached" and, if OPRA disagrees with Vendor's figure, Vendor and OPRA shall work together in good faith to arrive at a mutually agreeable figure. In the absence of any such resolution, the parties shall base a month's fees upon the number of Vendor's "households reached" that the parties used to determine the prior month's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed by their respective officers or duly authorized agents on the day and year first above written.

[Name of Vendor]

By: _____

Name: _____

Title: _____

OPTIONS PRICE REPORTING AUTHORITY --

AMERICAN STOCK EXCHANGE LLC

BOSTON STOCK EXCHANGE, INC.

CHICAGO BOARD OPTIONS EXCHANGE,
INCORPORATED

INTERNATIONAL SECURITIES EXCHANGE,
INC.

NYSE ARCA, INC.

PHILADELPHIA STOCK EXCHANGE, INC.

By: _____

OPRA