



## CROSS-CONNECT AGREEMENT FOR NON-PARTICIPANTS

THIS AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ 20 by and between the Chicago Stock Exchange Inc., a Delaware corporation ("CHX") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Firm"), which wishes to establish a direct connection between the computer-related equipment and/or hardware of Firm and CHX (collectively, "Equipments"), for the purposes of establishing and maintaining connectivity to CHX and its trading facilities and systems ("Cross-Connect").

- 1. Cross-Connect of Equipments.** In consideration of the payment by Firm, pursuant to Section 4 of the Agreement, CHX hereby grants Firm a revocable license to Cross-Connect.
- 2. LIMITATION OF LIABILITY.** THE CHX MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO EQUIPMENTS SUBJECT TO THIS AGREEMENT OR THE USE OR MAINTENANCE THEREOF. THE CHX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO EQUIPMENTS SUBJECT TO THIS AGREEMENT OR THE USE OR MAINTENANCE THEREOF.

The CHX does not guarantee the performance or condition of Equipments subject to this Agreement. CHX does not undertake to inspect, service, maintain, monitor or repair any of Firm's Equipment that is subject to this Agreement and expressly disclaims any obligation to do so. Under no circumstances may the Firm, including its authorized agents and representatives, inspect, service, maintain, monitor or repair the CHX's Equipment, including for the purposes of connecting or disconnecting the Equipments pursuant to this Agreement, absent prior written approval from the CHX. The Firm, including its authorized agents and representatives, will not inspect, service, maintain, monitor or repair Equipments in a manner which would compromise or interfere with the normal operations of CHX systems.

Neither the CHX, nor any affiliate of the CHX, nor any of the directors, officers, committee members, officials, employees, contractors or agents of the CHX or any of its affiliates (collectively, "CHX Persons") shall be liable to the Firm or to any other person for any loss, expense, damages or claims arising out of or relating to any Equipments subject to this Agreement or for any damage to, interruption in or failure or unavailability of Equipments subject to this Agreement, whether or not such loss, expense, damages or claims result or are alleged to result from negligence or other unintentional errors or omissions on the part of the CHX or CHX Persons, or from systems failure, or from any other cause within or outside the CHX's control.

- 3. Indemnification.** Firm shall indemnify, hold harmless and defend the CHX and CHX Persons from and against any suit or other proceeding at law or in equity, claim, liability, loss, cost, damage or expense (including reasonable attorneys' fees) incurred by or threatened against the CHX or CHX Persons that arises out of or relates to this Agreement in any manner.
- 4. Charges for Cross-Connect of Equipments.** Firm agrees to pay the charges specified in the Section D(2) of the CHX's Fee Schedule, which may be amended from time to time. CHX agrees to provide at least sixty (60) days notice prior to any changes to the Fee Schedule. CHX shall issue an invoice for the appropriate amount as determined by the Fee Schedule on a monthly basis. Payment of the invoice is due 14 days from the invoice date. A late service charge of one and one-half percent (1 1/2%) per month (equivalent to an annual rate of 18%) on the outstanding balance will be assessed on past due accounts. This late service charge will be assessed 10 days from the due date on the fees in arrears.

**5. Effective Date and Termination.** Upon its execution by each party, this Agreement becomes effective as of the date identified above. The Term of this Agreement shall be one (1) year and shall automatically renew unless either party provides notice to the other party of its intent to Terminate. Notice to Terminate must be given at least forty five (45) days in advance of the effective Termination Date. Firm agrees that it will be responsible for ensuring that Equipments subject to this Agreement are disconnected upon termination of this Agreement. If Firm has not disconnected its Equipment from the CHX's Equipment within thirty (30) days of the Termination of this Agreement, the CHX may elect, at its sole option, to disconnect the Firm's Equipment from the CHX's Equipment. Paragraphs 2, 3, and 6 survive any termination of this Agreement.

**6. Miscellaneous.**

a. This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any other oral, written or other communications between the parties concerning this subject matter.

b. The CHX may modify this Agreement as necessary to cause this Agreement to comply, or to be consistent, with any modification to, or replacement of, the Securities Exchange Act of 1934 (the "Act"), or the rules under the Act. Except with respect to the charge of fees by CHX described in Section 4 of this Agreement, neither party may otherwise modify this Agreement except by a subsequent writing signed by both parties.

c. Firm may not assign this Agreement without the CHX's written consent.

d. If any provision of this Agreement or its application to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

e. All process, notices or other writings either required by this Agreement or desired to be sent or served by either of the parties to this Agreement, shall be in writing and shall be delivered either personally or sent via facsimile transmission with confirming copy by U.S. Mail, with postage prepaid and addressed as follows:

if to CHX: Chicago Stock Exchange, Inc.  
440 S. LaSalle Street  
Chicago, IL 60605  
Attn: General Counsel  
Facsimile: 312/663-2231

if to Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_

A notice served by facsimile transmission or mail shall be deemed received on the date following the date on which such notice is deposited with the U.S. Mails, addressed and sent postage prepaid as above provided.

f. The formation, operation, and performance of this Agreement shall be governed, construed, applied, and enforced in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

**AGREED:**

\_\_\_\_\_ CHICAGO STOCK EXCHANGE, INC.  
[Firm Name]

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

Its: \_\_\_\_\_ Its: \_\_\_\_\_