NASDAQ VENDOR AGREEMENT FOR UTP SERVICES

DATA PROCESSING ADDENDUM

I. APPLICATION

Vendor has entered the Vendor Agreement for UTP Services ("Agreement"), which makes the UTP Services Information that has been collected, validated, processed and recorded by the Nasdaq System available for transmission to and reception by authorized vendors. For the purpose of this Data Processing Addendum (the "**DPA**"), The Nasdaq Stock Market LLC acting as UTP Plan Administrator shall be referred to as "**Nasdaq**" and Vendor and/or its affiliates and subsidiaries shall be collectively referred to as "**Vendor**."

Under the Agreement, Nasdaq and Vendor may process Personal Data (as defined below). To the extent any Vendor entity inside the EEA, in connection with fulfilling the Agreement, transfers Personal Data to Nasdaq outside of the EEA for the purpose of Nasdaq processing such Personal Data for its own purposes (i.e. Nasdaq being a *data controller*) the provisions of this DPA shall apply to such processing. Nasdaq entities outside of the EEA shall be deemed "*data importers*" and Vendor entities shall be deemed "*data exporters*" for this DPA. The parties specifically note that this DPA shall only apply to processing of Personal Data when such Personal Data is transferred from Vendor inside the EEA as a *data controller* to Nasdaq outside of the EEA as a *data controller* and specifically shall not apply to the situations where Personal Data is processed by the Vendor as *data processor* or situations where any transfer of Personal Data between the parties is maintained within the EEA. For the purpose of the foregoing *data controller* and *data processor* shall be deemed to have the meaning given to them in the EU General Data Protection Regulation (or any superseding legislation).

This DPA is subject to the terms of, and fully incorporated and made part of, the Agreement.   This DPA shall amend and supplement any provisions relating to the processing of Personal Data contained in the Agreement, and shall be
effective for the term of the Agreement unless terminated earlier as set out below.

II. DEFINITIONS

For the purposes of this DPA, the following terms shall have the following meanings:

"EEA" means the European Economic Area.

"Data Subject", "Personal Data" and "Processing" means as defined in the Standard Contractual Clauses.

"Standard Contractual Clauses" means the European Commission Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) Commission Decision C(2004)5721 attached hereto in Annex 1, as may be updated or replaced by the European Commission from time to time.

"Third Country" means a country outside the European Union or the EEA.

All other capitalized terms not defined herein shall have the meaning set forth in the Agreement.

III. ADDITIONAL TERMS

A. In order to enable Vendor to meet cross-border transfer requirements under applicable EEA data protection laws, the parties hereby agree that the terms of the Standard Contractual Clauses shall apply, including the appendices attached thereto, where Personal Data is transferred from the Vendor as a controller located in the EEA to Nasdaq as a controller, where Nasdaq receives such Personal Data in a Third Country. The terms of the Standard Contractual Clauses shall supersede any conflicting terms in the Agreement and this DPA.

B. To the extent this DPA applies to Personal Data transferred by Vendor to Nasdaq, Nasdaq assumes all rights and obligations as "data importer" of such Personal Data under the Standard Contractual Clauses and Vendor assumes all rights and obligations as "data exporter" under the Standard Contractual Clauses of such Personal Data.

C. Nasdaq may terminate the Standard Contractual Clauses (i) if and when the Agreement expires or is terminated or (ii) if Nasdaq offers an alternative compliance standard for the lawful transfer of Personal Data to the Third Country in which Nasdaq receives the Personal Data recognized under applicable law. Vendor may terminate the Standard Contractual Clauses at Vendor's discretion by written notice pursuant to the notice terms provided in the Agreement.

D. The Agreement and Sections A through G of this DPA shall apply only between the parties and shall not confer any rights to any third parties. With respect to the rights and obligations of the parties vis-à-vis each other, and if and to the extent either party asserts rights or remedies against the other party, the terms of this DPA shall control.

E. With respect to requests for audit by Vendor pursuant to II (g) of the attached Standard Contractual Clauses (Annex I), the parties agree that Nasdaq Information Security team may provide Vendor with information on information security measures in place in relation to the Personal Data processed under this DPA and that such shall satisfy any request for an audit. Vendor is permitted to make one such request in any twelve-month period. To the extent the Vendor makes additional requests for audits in the same twelve-month period, the Vendor shall reimburse Nasdaq for any reasonable costs that are incurred by Nasdaq in connection with such additional audits.

F. Vendor represents and warrants that it has complied with applicable law, including data protection laws, related to its collection, processing and transfer of Personal Data to Nasdaq and further represents and warrants that, to the extent required by applicable law, it has obtained all necessary consents from and/or provided all necessary notices to data subjects for Nasdaq to use such Personal Data that it receives as a controller from Vendor for its own lawful business purposes. Except as expressly stated otherwise, in the event of any conflict between the terms of the Agreement and the terms of this DPA, the relevant terms of this DPA shall take precedence.

G. All other terms and conditions of the Agreement remain unchanged.

ANNEX 1

DEFINITIONS

For the purposes of the clauses:

a) "personal data," "special categories of data/sensitive data," "process/processing," "controller," "processor," "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

b) "the data exporter" shall mean the controller who transfers the personal data;

c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

d) "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I.   OBLIGATIONS OF THE DATA EXPORTER

The data exporter warrants and undertakes that:

a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

d) It will respond to inquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. OBLIGATIONS OF THE DATA IMPORTER

The data importer warrants and undertakes that:

a) It will have in place appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

b) It will have in place procedures so that any third party it authorizes to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorized or required by law or regulation to have access to the personal data.

c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfill the undertakings set out in these clauses.

e) It will identify to the data exporter a contact point within its organisation authorized to respond to inquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such inquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfill its responsibilities under clause III (which may include insurance coverage).

g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

h) It will process the personal data, at its option, in accordance with:

    i. the data protection laws of the country in which the data exporter is established, or

    ii. the relevant provisions[1] of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorization or decision and is based in a country to which such an authorization or decision pertains, but is not covered by such authorization or decision for the purposes of the transfer(s) of the personal data[2], or

    iii. the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: Clause iii.

i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

    i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

    ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

    iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

    iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer.

III. LIABILITY AND THIRD PARTY RIGHTS

a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

---

[1] "Relevant provisions" means those provisions of any authorization or decision except for the enforcement provisions of any authorization or decision (which shall be governed by these clauses).

[2] However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

IV. LAW APPLICABLE TO THE CLAUSES

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE AUTHORITY

a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. TERMINATION

a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

b) In the event that:

   i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

   ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

   iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

   iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or if the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

   v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. VARIATION OF THESE CLAUSES

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. DESCRIPTION OF THE TRANSFER

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

DATA PROCESSING PRINCIPLES

1. **PURPOSE LIMITATION**: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorized by the data subject.

2. **DATA QUALITY AND PROPORTIONALITY**: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. **TRANSPARENCY**: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. **SECURITY AND CONFIDENTIALITY**: Technical and organizational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. **RIGHTS OF ACCESS, RECTIFICATION, DELETION AND OBJECTION**: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organizations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. **SENSITIVE DATA**: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. **DATA USED FOR MARKETING PURPOSES**: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.

8. **AUTOMATED DECISIONS**: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

   a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

       ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

       or

   b) where otherwise provided by the law of the data exporter.

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

DATA SUBJECTS
The personal data transferred concern the following categories of data subjects:

End users of data (or their designees or representatives) of information flows originating and/or distributed by Nasdaq (either directly to the end user or through a vendor to an end user).

PURPOSES OF THE TRANSFER(S)
The transfer is made for the following purposes:

To fulfill reporting obligations,ensure compliance with, and exercise audit, review and other rights pursuant to, the terms and conditions of the Vendor Agreement for UTP Services ("Agreement").

CATEGORIES OF DATA
The personal data transferred concern the following categories of data:

For External Subscribers: Name, Employer, Occupation, Employer Address, Employment Status, Email Address, entitlements Information, Start and end dates related to the access or provisioning of information, records relating to actual usage of Information.

For Internal Subscribers: Name, User Id, Occupation/Role, entitlements Information, Other Information used to identify internal subscribers access to Information, start and end dates related to the access or provisioning of Information, records relating to actual usage of Information.

RECIPIENTS
The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Nasdaq and/or its affiliates's personnel and authorized service providers.

SENSITIVE DATA (if appropriate)
The personal data transferred concern the following categories of sensitive data: N/A

DATA PROTECTION REGISTRATION INFORMATION OF DATA EXPORTER (where applicable): N/A

ADDITIONAL USEFUL INFORMATION (storage limits and other relevant information): N/A