

ENTERPRISE RATE AMENDMENT
TO OPRA SUBSCRIBER AGREEMENT

The Options Price Reporting Authority, LLC (“OPRA”) and the undersigned subscriber (“Subscriber”) agree to amend the Subscriber Agreement between OPRA and Subscriber (the “Agreement”) to provide for the payment by Subscriber of OPRA’s Basic Service Enterprise Rate Professional Subscriber Fee in accordance with the following terms and conditions:

1. Enterprise Rate Subscriber Fee

Subscriber shall pay a monthly Basic Service Professional Subscriber Fee at the Enterprise Rate (“ER Subscriber Fee”) set forth in Attachment A to this Amendment, as the same may be amended from time to time in accordance with the terms hereof, in exchange for which Subscriber and Subscriber’s employees shall be entitled to receive OPRA’s Basic Service Information at the locations within the scope of this Amendment in accordance with and subject to the terms of the Agreement but without regard to the number of OPRA-enabled devices at such locations and without paying OPRA’s regular monthly device-based Basic Service Professional Subscriber Fee. Any additional OPRA fees, including the Direct Access Charge, the Indirect Access Fee, the Basic Service Professional Subscriber Fee for locations not within the scope of this Amendment and the FCO Service Professional Subscriber Fee, if applicable, shall continue to apply.

2. Payment of Enterprise Rate Subscriber Fee

Invoices for each monthly installment of OPRA’s Enterprise Rate Subscriber Fee will be mailed by OPRA prior to the 15th day of the month to which the fee applies, and shall be payable upon receipt. Amounts unpaid 45 days after the invoice date may be subject to a late payment charge, which shall be at an annual rate that does not exceed the lesser of (i) the commercial prime rate of interest as last published in the Wall Street Journal prior to the date such charge is computed plus three percent, or (ii) the maximum rate of interest permitted under applicable law.

3. Locations Covered by Enterprise Rate Subscriber Fee

Subscriber’s locations within the scope of this Amendment are the business offices of Subscriber within the United States of America, its territories and possessions, and any other locations within the United States of America, its territories and possessions where employees of Subscriber access OPRA information.

4. Determination of Enterprise Rate Subscriber Fee

The Enterprise Rate Subscriber Fee payable by Subscriber shall be based upon the total number of Subscriber’s authorized registered representatives as reported to the NASD that are based in the United States of America, its territories and possessions as of the last day of the calendar year preceding the effective date of this Amendment, and shall be redetermined as of the last day of each subsequent calendar year. The Enterprise Rate Subscriber Fee shall also be redetermined as of any date when the total number of such registered representatives increases by ten percent (10%) or more of the number as last determined, and may at the election of Subscriber be redetermined as of any date when the total number of such registered representatives decreases by ten percent (10%) or more of the number as last determined. The Enterprise Rate Subscriber Fee shall also be redetermined as of any date when there is a change in Subscriber’s organizational structure, including but not limited to a merger, acquisition or other reorganization. For purposes of determining the Enterprise Rate Subscriber Fee, Subscriber shall

authorize the NASD to release information to OPRA concerning the number of Subscriber's registered representatives.

5. Changes in Enterprise Rate Subscriber Fee

The Enterprise Rate Subscriber Fee as in effect from time to time shall be subject to change as of January 1 of each year, but only if prior notice of such change has been given to Subscriber on or before the preceding October 31.

6. Term and Termination

This Amendment shall become effective on the first day of the month following its approval by OPRA in Chicago, Illinois and shall remain in effect for at least the remainder of the then current calendar year. Thereafter, this Amendment shall continue in effect unless and until terminated by either party upon not less than 30 days written notice to the other party. Upon termination of this Amendment, Subscriber's right to access OPRA Information will be billed at the rate applicable to Subscriber under the then current Fee Schedule to the Agreement. Notwithstanding the foregoing, this Amendment shall terminate concurrently with any termination of the Agreement.

7. Miscellaneous

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement will remain in full force and effect.

AGREED TO AND ACCEPTED BY:

APPROVED AND AGREED TO BY:

Subscriber

OPTIONS PRICE REPORTING AUTHORITY, LLC

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____