

ADDENDUM TO VENDOR AGREEMENT

THIS ADDENDUM (*Addendum*) amends and supplements the attached Vendor Agreement (*Agreement*) this ____ day of _____, by and between _____ (*Vendor*) and the Financial Industry Regulatory Authority, Inc. (*FINRA*). Unless otherwise provided in this Addendum, defined terms shall have the same meanings set forth in the Agreement.

WHEREAS pursuant to the terms of this Addendum, FINRA wishes to make real-time TRACE data available to Non-Professionals (as defined in the FINRA Rules) for non-commercial use free-of-charge; and,

WHEREAS Vendor desires to avail itself of the opportunity to provide real-time TRACE data to Non-Professionals for non-commercial purposes free-of-charge and in accordance with this Addendum, then

THE PARTIES HERETO AGREE AS FOLLOWS:

- I. In the event Vendor wishes to make real-time TRACE data available to Non-Professionals, free-of-charge for non-commercial purposes (non-fee liable real-time TRACE data), Vendor must require such Non-Professionals to agree to the Terms of Use set out below:

"Terms of Use

I hereby certify, for the purpose of using the Trade Reporting and Compliance Engine (TRACE) Data ("Data") supplied by Financial Industry Regulatory Authority, Inc. ("FINRA") that I am accessing via this service or website, that **I am using the Data for personal, non-commercial purposes only.**

I understand that FINRA may be provided records regarding my access to the data to monitor compliance with these Terms of Use and that my access to this Data may be terminated at any time for any reason.

I agree that, as between FINRA and myself, FINRA owns the Data and that I will not: 1) duplicate or download the Data, other than for my own personal individual use; 2) use any robot, spider, other automatic device or manual process to monitor or copy the Data; or 3) otherwise distribute the Data.

By clicking the "Agree" button, I certify that I understand and agree to only use the Data in accordance with the terms set forth above.

- II. In the event Vendor uses user ID and password protected systems to deliver the real-time data to Non-Professionals, Vendor shall obtain the Non-Professional's agreement to the Terms of Use prior to accessing the real-time TRACE data for the first time;
- III. For all other services in which Vendor makes real-time TRACE data available free-of-charge to Non-Professionals for non-commercial uses the Terms of Use must be prominently displayed on a separate viewing page/screen and all Non-Professional users must take action to agree to the Terms of Use prior to each session in which they are given access to non-fee liable real-time TRACE Data;

- IV In the event Vendor offers non-fee liable real-time TRACE data to Non-Professionals via a proprietary service, Vendor may, at it's option, elect to execute Subscriber Agreements with Non-Professionals instead of using the Terms of Use in Section I hereof.
- V. In the event Vendor delivers the Data via an on-line service or website, Vendor must submit quarterly reports indicating (a) the number of Non-Professional users accessing Real-Time TRACE data through user ID and password protected services maintained by the vendor; and/or, (b) a list of the top 100 requestor domain names (sorted by number of hits) indicating the number of hits per domain accessing the TRACE data per reporting quarter.
- VI. Vendor hereby agrees to waive its right to ninety (90) days prior notice of modifications to the Agreement under *Section 34* of the Agreement only with respect to the changes described in this Addendum.
- VII. This Addendum supersedes the Agreement only with respect to the terms and conditions herein. If there are any conflicts between the Agreement and this Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, authorized officers of the Parties have signed this Addendum with the intent to be bound thereby,

(Vendor)

Financial Industry Regulatory Authority, Inc.
(FINRA),

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____