



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is by and between Transaction Network Services, Inc., on behalf itself and its Affiliates (“TNS” or “Supplier”), and the party purchasing services from TNS, on behalf of itself and its Affiliates (“Customer”), effective as of the date TNS initially provided services to Customer (the “Effective Date”).

TNS and Customer agree that the following terms and conditions apply to the provision and use of the transaction-oriented data services (“Services”) referenced in any Attachments to this Agreement signed by Customer and accepted in writing by TNS. Such Attachments are an integral part of this Agreement. When used herein, the defined term “Agreement” shall include this Agreement and all Attachments, schedules and addenda hereto. For purposes of this Agreement, “Affiliate” shall mean any person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Term.

(a) The term (“Initial Term”) of this Agreement shall be for a period of thirty-six (36) months, commencing on the Effective Date, and shall renew automatically for successive renewal periods of twelve (12) months each (“Renewal Term”), unless (a) terminated sooner in accordance with the provisions herein, or (b) either party terminates this Agreement by giving written notice of termination to the other at least ninety (90) days prior to the effective date of any such Renewal Term, provided always that such notice to terminate shall not become effective on or before the relevant termination date of any outstanding Order Confirmation Letter(s) as outlined below.

(b) Notwithstanding the above, the Order Confirmation Letter (“OCL”) “Service Commencement Date” shall be the date that TNS completes the installation of the Service at the Customer site described in the applicable OCL attached to this Agreement, the initial term of which shall be for a period which shall be specified on such

order and shall renew automatically for successive renewal periods of twelve (12) months each (“OCL Renewal Term”), unless terminated sooner as set forth in this Paragraph 1 (i.e., by providing 90 days notice of intent to not renew). In the event the Customer orders an individual Service by the execution of an OCL during the Initial Term or a Renewal Term of the Agreement, and the OCL Service Term of such individual Service does not run concurrently with the Initial Term or the Renewal Term of the Agreement, the parties agree that such individual Service shall continue through its respective individual OCL Service Term in accordance with the terms and conditions herein. The “Initial Order Confirmation Letter” means the initial OCL outlining the initial Services and any TNS Equipment (as such term is defined below in Paragraph 5(f)) to be provided to the Customer.

The parties acknowledge that the Customer is responsible to ensure that TNS is given reasonable assistance (and procure that any Third Party Clients or other third party suppliers provide reasonable assistance) to enable TNS to install the Services and any related TNS Equipment under this Agreement. In the event that TNS is unable to install such Services and any related TNS Equipment within three (3) months from the relevant OCL Effective Date as set forth in the OCL (“Relevant Installation Period”) due to act(s) or omission(s) on the part of the Customer, the Third Party Clients and/or their respective third party suppliers, TNS shall be permitted to commence invoicing the Customer for the relevant charges for the Services and any related TNS Equipment (as specified on the relevant Order Confirmation Letter) with effect from the expiry date of the Relevant Installation Period. In such circumstances, the relevant OCL Initial Term shall be deemed to commence from the expiry date of the Relevant Installation Period as opposed to (where relevant) the actual Service Commencement Date.

2. Pricing.

(a) Prices for the Services are set forth in the pricing attachment(s) hereto. In connection with Services provided to Customer by TNS, Customer agrees to pay TNS the fees and charges relating to such Services set forth in such attachment(s). All fees and charges are in U.S. Dollars and are exclusive of any applicable Taxes (as such term is defined in Paragraph 2(c) below), which, subject to Paragraph 3(c), will be separately stated and included on each monthly invoice. The prices also do not include, and TNS may impose (or pass through) additional fees and charges on Customer to recover, fees and charges imposed on the provision of the Services as a result of any regulation and/or ruling of any governmental or quasi-governmental authority.

(b) In the event there is a change in Customer's Service requirements which results in an increase in equipment provisioning or facility costs, TNS reserves the right to change the prices for the Services to account for any such increase during any term of this Agreement. Customer acknowledges that tariffed local access charges (including, but not limited to, call set-up charges) which are imposed by third party carriers and which may be passed through to Customer as set forth herein are beyond the control of TNS and may be changed by such third party carriers at any time during any term of this Agreement. To the extent that any such change results in a price increase that TNS elects to pass through to Customer during the Initial Term or any Renewal Term, TNS will furnish to Customer at Customer's request such materials as are reasonably necessary to document such increase.

(c) For purposes of this Agreement, "Taxes" means any and all applicable foreign, federal, state and local taxes, including without limitation all use, sales, value-added, surcharges, excise, franchise, property, commercial, gross receipts, license privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related charges, whether charged against Customer or TNS, with respect to the Services and any facilities provided by TNS, but excluding taxes imposed on TNS' revenues or net income.

3. Billing and Payment.

(a) Customer shall pay TNS all charges, except those that are disputed in good faith, as and when due under this Agreement, without deduction or setoff. Customer shall have the right to dispute any amount so invoiced and must notify TNS in writing of its dispute within sixty (60) days of the receipt of such

invoice or the dispute shall be waived. A copy of the written notification of disputed charges plus any documentation supporting Customer's claim shall be forwarded to TNS at the address set forth in this Agreement. Any disputed charges resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be due and payable to TNS shall be due within ten (10) days of the resolution of the dispute.

(b) All payments shall be mailed to the TNS address stated on the bill. Bills will be issued monthly and are payable within thirty (30) days from the date shown on the invoice. Commencing upon the day after the due date of the bill, interest shall be due and payable by Customer to TNS at the rate of 1.5% per month or the maximum legal rate, whichever is lower, on any undisputed portion of the bill which has not been paid. Payments will be applied first to the oldest outstanding amounts.

(c) Customer agrees to pay any Taxes due on the Services, unless Customer provides a valid tax exemption certificate. Should any federal, state or local jurisdiction determine that Taxes that have not been billed by TNS (and interest, penalty and/or surcharges thereon) are due on the provision of any Services provided under this Agreement; TNS shall so advise Customer and Customer shall be liable for any such Tax, interest, penalty and surcharge. However, if the Customer disagrees with the assessment of any such additional Tax, penalty, surcharge and interest, the Customer shall, at its option and expense (including payment of any such assessment prior to final resolution of the issue), have the right to protest the assessment and participate in any legal challenge to such assessment, but shall be liable for any Tax, penalty, surcharge and interest ultimately determined to be due. TNS shall, when requested by Customer and at Customer's expense, cooperate with Customer in any such protest or legal challenge.

(d) Where under Paragraph 5(j), TNS has supplied Services and/or TNS Equipment to an Affiliate of the Customer, TNS shall invoice all such fees and charges to the Affiliate of the Customer. Notwithstanding anything in this Agreement, the Customer accepts as a principal liability the obligation of the Affiliate to pay any invoices under this Paragraph 3. Where such fees and charges are disputed in good faith then the Customer may follow the procedure as set out in Paragraph 3 in relation to the invoice made out to the Affiliate.

4. Termination.

(a) Except as otherwise provided herein, if Customer fails to pay any outstanding charges within ten (10) days after receipt of written notice from TNS of delinquency, or if Customer fails to perform or observe any other material term or condition of this Agreement within thirty (30) days after receipt of written notice from TNS of such failure, TNS may terminate this Agreement. Customer shall then be liable for all charges incurred as of the date of termination and any termination charges set forth in this Agreement (including, without limitation, any third party charges incurred by TNS as a result of such termination).

(b) Except as otherwise provided herein, if TNS fails to perform or observe any material term or condition of this Agreement within thirty (30) days after receipt of written notice from Customer of such failure, Customer may terminate this Agreement. Except for charges incurred as of the date of termination, Customer shall have no further financial obligations to TNS under this Agreement.

5. Customer Responsibilities.

(a) Customer is solely responsible for the content of communications transmitted by Customer using the Services, and shall defend, indemnify, and hold harmless TNS (as defined in Paragraph 7(b)) from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any person based upon the content of any such communications.

(b) Customer shall furnish facilities to be used for any dedicated connection in accordance with TNS's specifications and requirements. Customer shall also provide to TNS prior to the establishment of the dedicated connection a description of its facilities proposed to be used for the dedicated connection including proposed location for access and equipment to be used. Upon receipt of such information TNS will inform Customer as to whether TNS considers such proposed facilities and equipment technically compatible for the dedicated connection. Customer shall ensure that all Customer-provided equipment that connects to the Services will perform according to published technical specifications for such equipment and TNS' interface specifications. Customer shall be responsible for the use and compatibility of equipment or software not provided by TNS. This Agreement does not include the provision, maintenance or repair by TNS of Customer-provided equipment or software, including,

but not limited to, terminals, Customer's host computer and other non-TNS equipment or products.

(c) Except as expressly provided in Paragraph 5(j), Paragraph 5(k) and Paragraph 5(l), the Customer is not permitted to resell the Services. If Customer permits Third Party Clients, as defined herein or any other third parties, that do not have a contractual relationship with TNS to originate access to the Services, Customer shall defend, indemnify and hold harmless TNS (as defined in Paragraph 7(b)) from and against all liabilities and costs (including reasonable attorney's fees) arising from any and all claims by any Third Party Clients and/or any such third party in connection with the Services, regardless of the form of action, whether in contract, tort (including TNS' active or passive negligence), warranty, or strict liability. For purposes of this Agreement, "Third Party Clients" shall mean the relevant trading counterparty or other third party market data client(s) of the Customer who connect with the Customer using the related Services provided under this Agreement for the purpose of transporting relevant financial orientated data.

(d) Customer shall use the Services only for lawful purposes. To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

(e) Customer agrees to reimburse TNS for reasonable documented out-of-pocket costs incurred by TNS for any equipment or services ordered by Customer but canceled before installation, for changes in delivery instructions, or for the relocation of TNS Equipment (as such term is defined below) at Customer's request.

Where the Customer requires TNS to implement any changes to the Services and TNS Equipment in relation to (a) the delivery instructions in relation to the provision of a dedicated connection which are requested by the Customer (including without limitation (i) any changes to a designated delivery address within any existing Customer Site(s) (including without limitation any designated third party data centre) and/or (ii) relocation of the dedicated connection to a different Customer Site(s) (including without limitation any different third party data centre site) or (b) the relocation of any TNS Equipment at Customer's request, the Customer agrees to reimburse TNS for reasonable costs and expenses incurred by TNS provided that no changes shall be implemented by TNS until the Customer has

signed an Order Confirmation Letter in relation to such changes. Any relevant changes to Services (including without limitation any changes to the BBS Bandwidth Based Service) are subject to the terms outlined in Attachment 1.

(f) Any equipment provided by TNS in connection with the Services (“TNS Equipment”) is and shall remain the property of TNS. Customer agrees that it will not pledge, loan, mortgage, or attempt in any other manner to dispose of TNS Equipment or to suffer any liens, encumbrances, or legal process to be incurred or levied on TNS Equipment. Customer shall not remove any TNS Equipment from the site where such equipment is installed without the prior written consent of TNS. Customer shall bear the entire risk of loss and damage to TNS Equipment for any cause that is not the fault of TNS. In the event of loss or damage of any kind to TNS Equipment for which Customer bears the risk, Customer shall pay TNS the costs to repair or replace the TNS Equipment, whichever is less.

(g) Customer will use all TNS Equipment in a careful and appropriate manner. TNS will maintain all TNS Equipment located at Customer’s premises on a replacement basis. TNS will use commercially reasonable efforts to repair or replace any failed TNS Equipment as expeditiously as possible during TNS’s maintenance windows.

(h) Customer agrees to permit reasonable access to any Customer site by TNS employees or agents during normal business hours for the installation, servicing or removal of TNS equipment. Notwithstanding the foregoing, Customer agrees that TNS employees or agents shall have unrestricted access to any Customer site where TNS Equipment is located in the event of an emergency. TNS agrees that all such TNS employees or agents shall abide by Customer’s rules and procedures, provided to TNS in writing, while on Customer’s premises.

(i) Customer represents and warrants that: (i) the full legal name of the legal entity intended to receive the benefits and Services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on Customer’s behalf; and (iii) the execution hereof is not in conflict with any law, Customer’s charter or bylaws, or any agreement to which the Customer is bound. TNS may act in reliance upon any instruction, instrument, or signature reasonably believed by TNS to be genuine. TNS may assume that any employee of Customer who gives any written notice, signs any order form or

provides any other instruction in connection with this Agreement has the authority to do so.

(j) Upon written request from the Customer, TNS shall permit access to and/or use of the Services and/or TNS Equipment by an Affiliate of the Customer on the terms and conditions of this Agreement. Where TNS provides access to or use of the Services and/or TNS Equipment to an Affiliate of the Customer under this Agreement, the Customer shall procure that the Affiliate complies with all of the Customer’s obligations and responsibilities (as set out in this Agreement) which are relevant to the particular supply of Services and/or TNS Equipment to the Affiliate. The Customer accepts as a principal liability all obligations of the Affiliate imposed under this Paragraph 5(j) and if, after a reasonable period, TNS gives written notice to the Customer that the Affiliate is in default or breach of the terms of this Agreement then the Customer must, where capable of rectification, rectify the default or breach as soon as reasonably practicable.

(k) Where TNS provides Bandwidth Based Service (as defined in Attachment 1) for the purposes of enabling multiple separate IP connections to be configured between the relevant Third Party Client and the Customer, TNS shall permit access to and/or use of the relevant Bandwidth Based Service (and the relevant multiple separate IP connections of that Third Party Client that relate to the corresponding BBS Service) by relevant Third Party Client on the terms and conditions of this Agreement provided that the Customer and/or the relevant Third Party Client shall not be permitted to use the relevant Bandwidth Based Service for the purposes of providing gateway type services for use by the Customer and/or the relevant Third Party Client to facilitate access to (a) the relevant network of the Customer and/or the relevant Third Party Client and/or (b) the network of the relevant third party network provider of the Customer and/or the relevant Third Party Client (unless otherwise agreed in writing by the Supplier). For the avoidance of doubt, the relevant Bandwidth Based Services must be incorporated into the Customer’s relevant services or products and such Services must not be solely be used to physically route or transport the relevant financial orientated data between the TNS Network, as defined herein to the relevant network of the Customer.

(l) Where TNS provides access to or use of the Bandwidth Based Service to relevant Third Party Client pursuant to Paragraph 5(k) of this Agreement, the Customer shall procure that the relevant Third Party Client complies with all of the Customer’s obligations and responsibilities (as set out in this

Agreement) which are relevant to the particular use of the relevant Services by the relevant Third Party Clients. The Customer accepts as a principal liability any failure or default of the relevant Third Party Clients to comply with the terms of this Agreement and imposed under Paragraph 5(j) and Paragraph 5(k) and if, after a reasonable period, TNS gives written notice to the Customer the Customer must, where capable of rectification, rectify the default or breach as soon as reasonably practicable.

6. Intellectual Property.

(a) TNS hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and documentation ("Licensed Material") which may be furnished to Customer under this Agreement. Customer agrees to use its best efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the software. All Licensed Material furnished to Customer under this Agreement shall be used by Customer only to support Customer's use of the Services, shall not, without TNS' prior written consent, be reproduced or copied in whole or in part, shall not be removed from the United States, and shall be returned to TNS at the conclusion of the term of this Agreement.

(b) TNS shall defend, indemnify, and hold Customer harmless, at the expense of TNS, against any claims, actions or suits brought against Customer based on a claim of infringement of any United States patent or copyright arising out of use by Customer of the Services and/or the Licensed Material. TNS shall pay all costs, damages and expenses (including reasonable attorneys' fees) in any such suit, provided that (i) Customer provides prompt notice of any such claim, action or suit to TNS; (ii) TNS shall have total control of the defense of the claim, action or suit; and (iii) Customer reasonably cooperates in any such defense as reasonably requested by TNS. If a final injunction is obtained against TNS prohibiting the use by Customer of the Services and/or the Licensed Material due to infringement of a United States patent or copyright, TNS will, at its option, either (A) procure the right for the Customer to continue using the Services and/or the Licensed Material, or (B) direct Customer to return any TNS materials in its possession relating to the infringing Services and/or Licensed Material at the expense of TNS. In the case of (B), Customer will have the right to terminate this Agreement, and TNS will repay to Customer any

charges paid to TNS in advance, prorated to the date of termination. Notwithstanding the above, TNS will have no obligation under this Paragraph 6(b) to the extent that: (1) any infringement is caused or contributed to by Customer, (2) Customer has combined, operated or used services, equipment or software not contemplated by this Agreement or any Attachment with any other devices or programs not authorized by TNS, or (3) Customer has modified Services or Licensed Material in a manner that has not be authorized in writing by TNS.

7. Warranty and Limitation of Liability

(a) UNDER THIS AGREEMENT, TNS PROVIDES SERVICES, NOT GOODS. TNS WARRANTS THAT IT WILL PERFORM THESE SERVICES IN A WORKMANLIKE MANNER. PRODUCTS OR SERVICES SOLD OR PROVIDED UNDER ANOTHER CONTRACT ARE GOVERNED SOLELY BY THE TERMS OF THAT CONTRACT, INCLUDING ANY WARRANTIES, GUARANTEES, OR OTHER OBLIGATIONS OF TNS UNDER THAT CONTRACT. TNS MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT, AND TNS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) FOR PURPOSES OF THIS PARAGRAPH 7(b), TNS INCLUDES TNS AND ANY AFFILIATED AND SUBSIDIARY COMPANIES OF TNS, AND THE DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM.

(i) TNS' LIABILITY TO CUSTOMER ON ACCOUNT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO TNS DURING THE MONTH PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE. HOWEVER, NOTHING IN THIS SUBPARAGRAPH 7(b) (i) LIMITS TNS' LIABILITY FOR DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY, OR FOR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY TNS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(ii) NEITHER TNS NOR CUSTOMER SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS OR LOST REVENUES, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED HOWEVER THAT NOTHING CONTAINED IN THIS CLAUSE (ii) SHALL LIMIT CUSTOMER'S LIABILITY TO PAY ANY CHARGES, FEES AND/OR AMOUNTS DUE HEREUNDER FOR SERVICES ACTUALLY PROVIDED BY TNS TO CUSTOMER PURSUANT TO THE TERMS HEREOF.

(iii) THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

(iv) TNS SHALL NOT BE LIABLE FOR (A) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS OR LICENSEES OR (B) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS.

8. Confidentiality

(a) All tangible technical or business information disclosed by one party to the other party and identified as proprietary shall be deemed the property of the disclosing party and shall be returned upon request. The receiving party shall: (i) hold such information in confidence for three (3) years after any termination of this Agreement; (ii) restrict disclosure of such information solely to its employees and employees of its affiliated companies with a need to know; and (iii) use the same degree of care as it uses for its own proprietary information to prevent the unauthorized disclosure, use or publication of such proprietary information, which shall in any event be no less than a reasonable standard of care.

(b) The receiving party shall have no obligation to preserve the confidentiality of any information which: (i) was previously known to the receiving

party or any of its affiliated companies free of any confidentiality obligation; (ii) is disclosed to third parties by the disclosing party without restrictions; (iii) becomes publicly available by other than unauthorized disclosure; (iv) was not identified as confidential or proprietary (unless because of its nature it is generally considered confidential); or (v) is independently developed by the receiving party.

(c) The pricing, terms and conditions of this Agreement are proprietary information and shall be treated in confidence.

(d) The receiving party agrees that any violation of any provision of this Paragraph 8 shall cause immediate and irreparable harm to the disclosing party and, in such event, an injunction restraining the receiving party from such violation may be entered against it, in addition to any other relief available to the disclosing party.

9. General

(a) Customer and TNS shall make a good faith effort to settle any disputes that may arise with respect to the terms and conditions or any subject matter referred to in or governed by this Agreement within sixty (60) days from the date the dispute is first discussed between the parties. If such dispute cannot be so settled through each party's respective escalation procedures, then the parties agree to submit the matter to binding arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration hearing shall be conducted in Washington, D.C., unless Customer and TNS mutually agree to another location. All arbitration costs including reasonable attorneys' fees shall be paid by the non-prevailing party. The parties agree to be bound by the decision and award of the arbitration. Notwithstanding these dispute resolution provisions, either party may exercise all rights and remedies to seek and obtain injunctive and/or other equitable relief from any court of competent jurisdiction.

(b) Any legal action arising from or in connection with this Agreement, or any Services provided or work performed hereunder, must be brought within two (2) years after the cause of action occurs.

(c) Nothing in this Agreement shall create or vest in Customer any right, title, or interest in the Services or the Licensed Materials, other than the right to use the Services and the Licensed Materials under the terms and conditions of this Agreement.

(d) TNS' performance obligations under this Agreement shall be solely to Customer and not to any third party. Other than as expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right of action, or other right.

(e) Neither party shall have any liability for damages or delays due to fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure products or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or suppliers, or other causes beyond its control whether or not similar to the foregoing (each a "Force Majeure Event"). The period of performance shall be extended to such extent as may be appropriate, not to exceed the period of delay, after the cause of the delay has been removed. If the condition that causes an excusable delay or failure to perform lasts longer than forty-five (45) days, either party shall have the right at any time after the 45th day to, until the cause of delay has been removed, terminate the affected Attachments upon three (3) business days prior written notice. Except for usage charges for services rendered under this agreement, neither party shall have further financial obligation or liability for such termination.

(f) Neither party shall publish or use any advertising, sales promotions, press releases or other publicity which uses the other party's name, logo, trademarks or service marks without the prior written approval of the other party, which approval shall not be unreasonably withheld. However, Customer agrees that TNS may disclose Customer's identity, without Customer's prior written approval, to existing or potential TNS customers so as to appraise such entities of the entities to which they may connect using the Services.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof.

(h) Any assignment by either party of any right, obligation or duty, in whole or in part, or of any other interest hereunder, without the written consent of the

other party, shall be void except assignments to a parent company, a wholly-owned subsidiary, or a wholly-owned subsidiary of a parent. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. TNS may subcontract any or all of the work to be performed by it under this Agreement, but shall retain responsibility for the work that is subcontracted.

(i) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given delivered when sent by registered or certified mail, return receipt requested, or by reputable courier as evidenced by a delivery receipt, to each party's respective address as set forth in the Agreement. The parties may change the addresses on five (5) days prior written notice.

(j) It is expressly understood and agreed that neither party hereto is an employee, agent or legal representative of the other, and unless specifically authorized in writing to do so, may not incur any obligations on behalf of or in the name of the other. This Agreement does not create either a partnership or joint venture between TNS and Customer.

(k) If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions shall remain in effect and the parties will begin negotiations for a replacement of the invalid or unenforceable portion.

(l) The expiration or termination of this Agreement shall not relieve either party hereto of those obligations that by their nature are intended to survive.

(m) This is the entire agreement between the parties with respect to the Services provided hereunder and it supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services. No change, modification or waiver of any of the terms of this Agreement shall be binding unless included in a written agreement and signed by both parties.

(n) Failure to enforce any right or remedy available under this Agreement shall not be construed to be a waiver of the right or remedy or any other right or remedy.

(o) This Agreement may be executed in one or more counterparts, all of which (when executed and delivered) shall be considered one and the same Agreement and shall become effective when one or

more counterparts have been signed by each party and delivered by each party to the other party, it being understood that both parties need not sign the same counterpart. Counterparts may be delivered by facsimile or other electronic transmission method (including .pdf) and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10. Appropriate Use Policy:

(a) The Customer understands that the TNS Network, as defined herein is a special purpose data network designed to transport financial orientated data. Customer agrees to ensure that all types of financial orientated data are defined to TNS in advance of TNS Network use to ensure appropriate transport design. "TNS Network" means TNS's financial access services transport network to which the Customer may be granted gateway access pursuant to the terms of this Agreement.

(b) Except as expressly permitted pursuant to Paragraph 5(j), Paragraph 5(k) and Paragraph 5(l) inclusive, the following restrictions shall apply to access to and use of the Services and/or the TNS Network:

- i. the Customer will not perform any protocol spoofing to obtain transport of any non-approved application over the appropriate TNS transport design (which is provided by TNS as part of the Services) subject as otherwise expressly permitted by TNS under the terms of this Agreement;
- ii. the Customer shall not resell or otherwise distribute its right to access and use the TNS Network or any of the Services to any other third party and/or;
- iii. in relation to the provision and use of BBS Services (by the Customer and/or the relevant Third Party Client in respect of the corresponding BBS Service), the Customer shall not otherwise use the Services and related access to the TNS Network to provide message relay, gateway services, connectivity to any downstream networks or any other service designed to forward messages to any other transport provider in relation to any other Services; and
- iv. the Customer shall not, and shall not permit any other person to, interface equipment with any TNS Equipment or any other equipment used to transmit

information via the TNS Network to the Customer.

(c) The Customer shall notify TNS immediately if it becomes aware of any use of Services and/or access or use of the TNS Network where such use or access is unauthorized under the terms of this Paragraph 10.

(d) The Customer agrees that any use of the TNS Network will be in compliance with all applicable Laws, and that it will not use, or knowingly allow any other person to use, the TNS Network for or in connection with any illegal purpose or activity.

(e) In the event the Customer, the Customer Affiliate and/or the relevant Third Party Client breaches the terms of this Paragraph 10 and the relevant party (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing of the breach, TNS may terminate the affected Services and/or disconnect Customer and/or relevant Customer Affiliate from the TNS Network with immediate effect.

TNS SERVICE AGREEMENT

Attachment 1 Services and Charges

1 General description of the Services and the Supplier Network

- 1.1 Supplier will provide IP-based network connectivity between Customer and their Third Party Clients using Unicast and/or Multicast sessions, to enable the transport of trading data information (“Customer Data Feed”). The Customer understands that the Network is a special purpose data network designed for specific application message and trading data transport and agrees to ensure that all Customer Data Feed will be defined to Supplier in advance of Network use to ensure appropriate Supplier transport design.
- 1.2 Upon written request from the Customer, any data traversing the Supplier’s infrastructure between the Customer and their Third Party Clients can be IPSec encrypted from the point of entry of the Network to the exit point of the Network, using industry standard protocols subject always to (a) the compatibility and functionality of the Customer Equipment and any Third Party client equipment; and/or (b) the Customer’s installation methodologies permitting the ability to apply cryptography to the connectivity. Notwithstanding encryption, the content of each message will remain unaltered.
- 1.3 **Supplier Network**
- 1.3.1 The Supplier Network is a dedicated data network designed to support the transport of high-speed, bursty data over a wide area network and (where agreed in writing) the encryption of the relevant data. Addressed frames are sent into the Network, which interprets the address and sends the information to the required destination.
- 1.3.2 Security is a material component of the Supplier Network. The major components of the Network’s security are as follows:
- Fully private network owned and managed by the Supplier
 - The Customer, Third Party Clients and all other third party customers of the Supplier commit to the Appropriate Use Policy (AUP) – see Paragraph 10 of the Agreement.
 - Private addresses used on the Network
 - Security logging on the edge and core router or other devices to access the Network
 - Stringent Access Lists (ACL)
 - Cisco Auto Secure Features deployed
 - (where agreed in writing by the parties) IP SEC Encryption
 - Well-managed change control processes (see Service Level Agreement)
- 1.3.3 Encryption of data - When agreed in writing in relation to the relevant Services, data or other information that is to be transported between the relevant end points can be encrypted end-to-end. The Secure Cisco IOS™ software integrates IPSec encryption capability into the TNS Equipment (router) that is supplied as part of the Services to protect the Customer’s data while CPE-to-CPE (router to router) authentication-key exchange ensures trading partner validation. At the Customer’s request, encryption Services can be implemented.
- 1.3.4 Network Address Translation (NAT) – where NAT is applicable to the relevant Services, NAT takes place at the entrance and exit of the Network to ensure host address anonymity and reduce routing to the Supplier’s managed addresses within the Network. The majority of the other third party customers of the Supplier and its Affiliates on the Network are serviced via an IP design implementation of NAT (double NAT) in conjunction with encrypted tunnels where encryption (as outlined in paragraph 1,2 and 1.3 of this Attachment 1) is agreed in writing by the Supplier.
- 1.4 Unless otherwise agreed in writing by the parties, the Services and TNS Equipment to be provided under this Agreement are more particularly described in the relevant Order Confirmation Letter(s). Unless otherwise agreed in writing between the parties, the charges relating to such Services and Equipment shall be specified in the relevant Order Confirmation Letter(s).

2 Services and TNS Equipment

2.1 Infrastructure Service (connectivity into the Network)

- 2.1.1 The Services and TNS Equipment in relation to provision of the relevant connectivity to facilitate the connection into the Network (which is to be provided under this Agreement) shall be as more particularly described in the Order Confirmation Letter(s) and related TCO Form(s).
- 2.1.2 The Supplier provides the following types of Infrastructure Services:
 - 2.1.2.1 TNS Classic Service – provision of physical access circuits
 - 2.1.2.2 TNS Light Service - DMVPN (Dynamic Multipoint VPN) Services
- 2.1.3 TNS Classic Service
 - 2.1.3.1 This type of Infrastructure Service will incorporate the provision of physical access line(s) or circuit(s) which connect the Customer Site(s) with the relevant nearest TNS POP Site to facilitate connectivity to the Network. As part of the Service, TNS shall provide relevant Cisco or other router(s) which shall be located at the Customer Site(s).
 - 2.1.3.2 The particulars of the relevant physical access lines or circuits and related Equipment shall be as more particularly described in the relevant Order Confirmation Letter and related TCO Form.
- 2.1.4 TNS Light Service (DMVPN Service)
 - 2.1.4.1 This is a hardware based VPN Service based upon DMVPN (Dynamic Multipoint VPN) design. The relevant Equipment shall be a Cisco or other router which is pre-configured and shipped to the Customer Site(s) for the Customer to connect such router with the relevant existing internet connectivity of the Customer at the relevant Customer Site(s).
 - 2.1.4.2 The parties acknowledge and agree that the Supplier does not provide the relevant internet connectivity and related equipment at the relevant Customer Site(s) as part of the TNS Light Service. The Customer shall procure and use the relevant Customer internet connectivity at such Customer Site(s) to connect to the Network via the TNS Light Service(s).
- 2.1.5 The charges relating to the Infrastructure Services shall be specified in the relevant Order Confirmation Letter(s).

2.2 Bandwidth Based Services (BBS)

- 2.2.1 Bandwidth Based Service (BBS) is defined as an IP network connection(s) using network Quality of Services (QOS) to allocate a given amount of network bandwidth, measured in kilobits per second (kbps) or Megabits per second (Mbps). The IP connection(s) must correspond between two distinct endpoints (relevant end point of the Customer and the relevant Third Party Client). The BBS QOS is implemented on the Customer end of the IP connectivity between both (a) the Customer Equipment and the terminating the Supplier “point of presence” site (“TNS POP”) and (b) between both the CPE equipment located at the relevant Third Party Client site and the terminating TNS POP.
- 2.2.2 The Services and TNS Equipment in relation to provision of the BBS and relevant connectivity shall be as more particularly described in the Order Confirmation Letter(s) and related TCO Form(s). The designated bandwidth for the relevant BBS is facilitated via a third party telecommunication supplier leased-line circuit which is supplied as part of the corresponding Infrastructure Services. The amount of bandwidth for each BBS shall be designated on the Order Confirmation Letter.
- 2.2.3 The Customer acknowledges and agrees that where the Customer or relevant Third Party Client connecting with the Customer exceeds the designated amount of bandwidth (including, but not limited to instances of bursting), the service levels as set forth in the Service Level Agreement shall not apply.
- 2.2.4 The Supplier shall provide such Bandwidth Based Services as more particularly described in the relevant Order Confirmation Letter(s). The charges relating to such Bandwidth Based Services shall be specified in the relevant Order Confirmation Letter(s).
- 2.2.5 BBS Bursting**
 - 2.2.5.1 The parties acknowledge that the Customer and/or the corresponding Third Party Client may require more than the allocated rate of Network bandwidth in relation to the specific Bandwidth Based Services which is outlined in the relevant Order Confirmation Letter (“OCL Allocated Network Bandwidth”).
 - 2.2.5.2 Where the Customer has notified the Supplier that OCL Allocated Network Bandwidth may be exceeded on an ad hoc basis during any month and as such has expressly requested BBS bursting for the relevant Bandwidth Based Services, the relevant amount of additional Network bandwidth which is required to be

used for BBS bursting (“Additional BBS Bursting Bandwidth”) shall be specified in the relevant Order Confirmation Letter.

- 2.2.5.3 In the event that the Customer exceeds the OCL Allocated Network Bandwidth and utilizes the Additional BBS Bursting Bandwidth on four (4) separate occasions in any calendar month, the Customer shall be requested to execute a new Order Confirmation Letter for a revised Bandwidth Based Service which will document: (i) the larger allocated Network bandwidth allocation and any appropriate additional Network bandwidth which is required to be used for BBS bursting (taking into account the OCL Allocated Network Bandwidth and Additional BBS Bursting Bandwidth) and (ii) adjusted Service Charge (based on the standard Service Charge which is applicable to such larger Network bandwidth allocation). Where the Customer does not execute this new Order Confirmation Letter within fourteen (14) days of receipt of a copy of such Order Confirmation Letter from the Supplier, the Supplier shall be permitted to immediately suspend the ability to burst in respect of the relevant Bandwidth Based Services until the new Order Confirmation Letter is executed by the Customer.

3 Order Confirmation Letters and related TCO Forms

3.1 Following receipt by the Supplier of a signed Order Confirmation Letter in relation to the relevant Dedicated Connection(s) and related Services and TNS Equipment, the following process shall apply in relation to the provisioning of such Services and TNS Equipment:

- (a) The Customer must complete a TCO Form for the Services and TNS Equipment for each Order Confirmation Letter. Such TCO Form shall specify all reasonable and necessary information which is required by the Supplier to install each Dedicated Connection and related Services and TNS Equipment (including without limitation the relevant physical address location of the Customer Site(s), the relevant TNS device name and any relevant Customer IP addresses).
- (b) The Customer shall send the completed TCO Form to relevant FSD Sales Support contact (based on region to which the relevant Services relate):

Region	Contact Details
FSD Sales Support - North America	fsdsalesupportgroup@tnsi.com
FSD Sales Support – Europe	ste@tnsi.com
FSD Sales Support - Asia Pacific	ste@tnsi.com

- (c) TNS Sales Support shall acknowledge receipt of the TCO Form and verify the IP and other information contained therein.

3.2 Bandwidth Based Services – The following additional processes shall apply to the completion and processing of the relevant TCO Forms in relation to the provisioning of the relevant IP connection(s) that form part of such Bandwidth Based Services:

- (a) TNS Sales Support shall contact the relevant Third Party Client to whom the Customer wishes to be connected and provide such Third Party Client with a separate TCO Form for completion by such trading party(s) ;
- (b) Upon receipt of a completed TCO Form from the relevant Third Party Client) and verification of the information provided therein, the Supplier shall build each relevant IP connection (which forms part of the relevant Bandwidth Based Service).

4 Operational Support Services - installation and making changes to the Services and TNS Equipment

4.1 Upon receipt by the Supplier of (a) a relevant OCL and TCO Form in relation to the installation of Services and Equipment or (b) any request for a change to any existing Services and TNS Equipment, the Customer acknowledges that the relevant implementation work will be scheduled and as such a time slot will be reserved for such work. When implementation work is cancelled or rescheduled with less than seventy two (72) hours’ notice, the Customer shall be charged an additional administration Service Charge of £300 (or currency equivalent).

4.2 Changes to Bandwidth Based Services

4.2.1 Where the Customer requires any change(s) to IP connection(s) within a Bandwidth Based Services (including without limitation any disconnection of an relevant IP connections), the following additional terms shall apply in relation to the implementation of any such changes requested by the Customer:

- 4.2.2 Any request by the Customer for any additional IP connection, changes or disconnection must be sent by email to the relevant FSD Sales Support contact (based on region to which the relevant Services relate) as specified in paragraph 3.1 (b) of this Attachment 1. The Customer shall complete any necessary form(s) (including without limitation any TCO Form or Cease Form) relating to such changes which are required to be completed by the Customer to enable the Supplier to action such requests.

[end of Attachment 1]