

Soft Dollar Amendment for Nasdaq Access Services

This Soft Dollar Amendment for Nasdaq Access Services (“Amendment”) amends the relevant Nasdaq agreements (the “Agreements”) entered into by and between _____ (“Subscriber”) and The Nasdaq OMX Group, Inc., a Delaware corporation whose principal place of business is located at One Liberty Plaza, 165 Broadway, New York, New York, 10006. The Nasdaq OMX Group, Inc and its subsidiaries and affiliates are collectively referred to herein as “Nasdaq”.

1. Payment/Applicability of Agreement.

- 1.1. Payments for the services specified on the NASDAQ NTS Access Order Form (“Order Form”), attached as Exhibit A. The _____ provided to Subscriber under the Agreements (the “Services”) shall be paid by _____ (“Payor”) as further identified below. For the purposes of this Amendment, the term “Services” shall only mean the services identified on the most recent Order Form executed by Subscriber and attached as Exhibit A.
- 1.2. Notwithstanding the foregoing, Subscriber shall be liable for payment of those amounts owed Nasdaq for the Services provided to Subscriber only to the extent permitted by law, statute, rule, regulation or interpretation and all obligations, if permitted, shall survive the completion of performance or termination of the Agreements.
- 1.3. Should the Services provided to Subscriber be terminated, and should Subscriber subsequently desire to receive the Services (or other service or product from Nasdaq) under another agreement, Subscriber shall be liable to Nasdaq, to the extent permitted by law, statute, rule, regulation or interpretation, for any and all payments owed to Nasdaq under the Agreements prior to the commencement of any subsequent agreement. Except for the payment obligations, Subscriber acknowledges and agrees that all of the terms and conditions of the Agreements are applicable to Subscriber and that it shall comply with all the other terms and conditions of the Agreements.

2. Section 28(e). Nasdaq does not make any warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 (“Section 28(e)”) on: (a) this Amendment; (b) the arrangement set forth herein, (c) the legality of this Amendment; or (d) the legality of this arrangement.

3. Termination. In addition to the grounds for termination provided for in the Agreements, the Service to Subscriber may be terminated: (a) immediately, if Payor fails to pay all fees and other amounts due Nasdaq as a result of delivery of the Services to Subscriber; (b) as of the date the termination notice is received by Nasdaq, if sent by fax or mail on Payor’s letterhead, indicating that Payor no longer desires to pay for Subscriber's receipt of Services; or (c) at any time, upon ten (10) days’ prior written notice to Subscriber, for any reason in Nasdaq’s sole discretion. Nothing herein shall obligate Nasdaq to send notices of termination to Subscriber should Payor fail to make any requisite payments.

4. Applicability of Agreements. Except as otherwise set forth herein, the provisions of the Agreements are hereby confirmed and ratified. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreements, the provisions of this Amendment shall prevail. Unless otherwise set forth herein, defined terms shall have the meanings forth in the applicable Agreement. Section headings are included for convenience and are not to be used to construe or interpret this Amendment.

Signature Page for Soft Dollar Amendment for NASDAQ Access Services

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective authorized officers.

Subscriber: _____

The Nasdaq OMX Group, Inc.

Principal Offices: _____

Signature: _____

Billing Address: _____

Name of Signatory: _____

Title: _____

Date: _____, 200__

Signature: _____

Name of Signatory: _____

Title: _____

Date: _____, 200__