Options Price Reporting Authority (OPRA), LLC
Exhibit A – Description of Use of OPRA Data
For internal and/or external use of OPRA market data between OPRA, LLC and

_____
(Name of organization)

Thank you for your interest in OPRA market data. This document is intended to provide OPRA with the necessary information needed to approve your use of OPRA market data. Please answer all questions accurately and thoroughly.

All Vendors and all Professional Subscribers who wish to receive market data via an uncontrolled data feed are required to complete and submit this Exhibit A. In addition, OPRA requires:

1. An OPRA Professional Subscriber Agreement and either an Indirect (Vendor Pass-Through) Circuit Connection Rider to Professional Subscriber Agreement or a Direct Circuit Connection Rider to Professional Subscriber Agreement if intending to only use the data internally.

2. An OPRA Vendor Agreement if intending to externally redistribute the data (i.e., make the data available to non-employees).

3. When applicable, screen prints demonstrating the use and/or display of OPRA data.

4. When applicable, a network diagram overview.

5. When applicable, a data feed request submitted by your vendor to OPRA on your behalf.

OPRA contracts and this form of Exhibit A can be found on our website, www.opra@opraplan.com.   All required documents should be executed and returned to:

OPRA, LLC
Attn: Market Data Services
400 S. LaSalle Street
6th Floor
Chicago, IL 60605
opra@opraplan.com

Options Price Reporting Authority (OPRA), LLC

Exhibit A - Contact Information

Primary Contact:

Name & Job Title

Street Address, City, State, & Zip

Phone Number & Email Address

Reporting Contact:

Name & Job Title

Street Address, City, State, Zip

Phone Number & Email Address

Billing Contact:

Name & Job Title

Street Address, City, State, Zip

Phone Number & Email Address

Technical Contact:

Name & Job Title

Street Address, City, State, Zip

Phone Number & Email Address

Options Price Reporting Authority (OPRA), LLC

Exhibit A – Description of Use

How do you intend to use OPRA market data?

☐ **INTERNAL USE ONLY**
(if checked, please complete sections 1 & 3)

    ☐ Non-Display Use (check if applies)

☐ **EXTERNAL DISTRIBUTION ONLY**
(if checked, please complete sections 2 & 3)

    ☐ Distribution to Third Parties for their Non-Display Use (check if applies)

    ☐ Hosted Solution (check if applies)

☐ **BOTH INTERNAL USE AND EXTERNAL DISTRIBUTION**
(if checked, please complete sections 1, 2 & 3)

    ☐ Non-Display Use (check if applies)

    ☐ Distribution to Third Parties for their Non-Display Use (check if applies)

    ☐ Hosted Solution (check if applies)

"Internal" use means that the data will be made available only to employees of the company identified on your OPRA contract as the subscriber and/or the employees of any 100% wholly owned subsidiaries listed in this document. Internal use excludes any redistribution of the data (including electronic) to clients, other organizations, and other persons outside of subscriber's organization.

"External" distribution means that the data will be made available to someone other than an employee of the company identified on your OPRA contract and its 100% wholly owned subsidiaries listed in this document.

"Non-Display Use" use refers to the accessing, processing or consuming by an OPRA data recipient (either an OPRA vendor or an OPRA professional subscriber that has entered into a Professional Subscriber Agreement directly with OPRA) of OPRA market data, whether delivered directly from OPRA's processor and/or indirectly from an OPRA vendor, for a purpose other than in support of the data recipient's display or further internal or external redistribution of the OPRA data, and whether or not the use of the OPRA data is made on a device that is also displaying the OPRA data. Non-Display Use includes, without limitation, trading (such as in a "black box" or a trading engine that performs automated trading, algorithmic trading or program trading, or generates arbitrage or program trading orders); automated order or quote generation and/or order pegging; price referencing for algorithmic trading; operations control programs; investment analysis; order verification; surveillance programs; risk management; compliance; and portfolio

valuation.

OPRA recognizes three categories of Non-Display Use. Category 1 applies when a data recipient's Non-Display Use is on its own behalf. Category 2 applies when a data recipient's Non-Display Use is on behalf of its clients. Category 3 applies when a data recipient's Non-Display Use is for the purpose of internally matching buy and sell orders within the data recipient. Matching buy and sell orders includes matching customer orders on the data recipient's own behalf and/or on behalf of its clients. Category 3 includes, but is not limited to, use in trading platform(s), such as exchanges, alternative trading systems ("ATSs"), broker crossing networks, broker crossing systems not filed as ATSs, dark pools, multilateral trading facilities, and systematic internalization systems.

"Hosted Solution" means a market data delivery vehicle (such as a website) that displays OPRA data (either current or delayed data) only on a "per inquiry" basis, is sponsored by a third-party (External) organization (referred to as a "Client Organization"), is subject to the administrative control of an OPRA Vendor, and clearly and prominently identifies the administering OPRA Vendor.

Section 1 - Internal Usage of OPRA Market Data

This section should be completed if you intend to make real-time OPRA market data available **INTERNALLY**.

Complete Section 1 for each vendor/provider furnishing your company with OPRA data via a data feed.

1. **Method of Access and Type of Data Received (check all that apply)**

Method of Access	Type of Data Received
☐ **Direct from SFTI / SIAC**	☐ **Current/Real-Time**
☐ **Indirect through a Vendor (Third Party)**	☐ **Delayed / End of Day (EOD)***
	☐ **Historical**

2. **Data feed installation address:**

Street Address, City, State, Zip

Your Vendor/Data Feed Provider

Vendor Account Number (if known)

3. **Describe your intended use of OPRA market data.**

"End of Day" OPRA data is a subset of delayed data. Closing values are "current" data for 15 minutes after they are disseminated by SIAC; they become End of Day data 15 minutes after dissemination by SIAC.

4. **Data feed Installation and Redistribution**

    A. Will the data be used for Non-Display Use as defined on page 3-4?
      ☐ Category 1   ☐ Category 2 ☐ Category 3 ☐ No Non-Display Use

    B. Will the data be used exclusively for a disaster recovery or backup site?
      ☐ Yes   ☐ No

    C. Will the data be redistributed to a location other than where it is received/installed?
      ☐ Yes   ☐ No

    D. Please enter the additional locations (i.e. wholly owned subsidiary, branch office, disaster/backup site, development site, etc.) to which the data will be redistributed.

Additional Location(s):	Relationship (HQ, Data Ctr, Backup, etc.)

5. **Reporting Obligations**

INTERNAL Users (Employees)

OPRA requires customers providing OPRA data to their employees to report the number of devices and/or User IDs on a monthly basis. If OPRA data is fed to any additional location the number of devices or User IDs should be reported under the account number for the installation address. Employees will be billed at the professional subscriber device based fee listed on the OPRA fee schedule. This report should be submitted by the second to last business day of each month and is required to ensure accurate invoicing by OPRA.

Section 2 - External Redistribution of Market Data

This section should be completed if you intend to redistribute OPRA market data <u>EXTERNALLY</u> (to non-employees).

Complete Section 2 for each product or application you offer your clients. If you receive OPRA data from more than one vendor/provider please list each vendor/provider used for each product or application.

6. Method of Access and Type of Data Received (check all that apply)

Method of Access	Type of Data Received
☐ **Direct from SFTI / SIAC**	☐ **Current/Real-Time**
☐ **Indirect through a Vendor (Third Party)**	☐ **Delayed / End of Day (EOD)***
	☐ **Historical**

*See definition on page 4.

7. Data feed installation address:

Street Address, City, State, Zip

Your Vendor/Data Feed Provider

Vendor Account Number (if known)

Product/Application Name: _____

8. Overview of your product/application:

9. **How will your company distribute OPRA market data?**

Distribution Method	Real-Time	Delayed/End of Day (EOD)	Historical
Standalone device/workstation terminal			
Data feed service			
Internet – firm website			
Internet – Hosted Solutions*			
Intranet			
Wireless alert/Mobile service			
Voice response service			
Print media/e-version			
Other (please explain):			

***Note:** If you provide Hosted Solutions, please be sure to complete Appendix 1; see question 24 for further details.

10. **To whom will you distribute OPRA market data?**

Recipient Profile	Real-Time	Delayed/End of Day (EOD)	Historical
Internal user – employees			
External user – professional customers*			
External user – non-professional customers*			
Development users			
Other (please explain):			

***Note:** If you indicated in response to question 9 that your company will distribute OPRA data through Hosted Solutions, your response to question 10 should include the recipients of OPRA data through the Hosted Solutions that you will administer.

    A. How are entitlements controlled?
      Terminal ID basis   ☐ Yes ☐ No
      User ID / Password Basis ☐ Yes ☐ No
      Other   ☐ Yes ☐ No
          If yes, please explain:

          _____

          _____

11. Reporting Metric (check appropriate box)

Recipient	Device/User ID Based/Installation	Flat Monthly Fee per user (nonprofessionals only)	Quote Metered/Option Chain Usage
Internal – Employees		Not available	Not available
External – Professionals		Not available	
External - Nonprofessionals	Not available		

12. Data feed Redistribution
A. Will you redistribute data via an uncontrolled data feed? ☐ Yes ☐ No

B. Will you be distributing a feed with derived data? ☐ Yes ☐ No

If yes, please describe the data that will be distributed:

13. Additional Usage
A. Will you offer an API (Application Programming Interface), OMS (Order Management system) or DDE (Dynamic Data Exchange), or similar functionality, as part of your display service? ☐ Yes ☐ No

If yes, please explain:

B. Will the data from a display service be redistributed to additional servers, which in turn, can redistribute or "fan" data to various users, servers and/or devices? ☐ Yes ☐ No

14. Delayed Data/End of Day (EOD) (check all that apply)

☐ Check here *if you will* delay a real-time datafeed to create a delayed service. (In a delayed service, OPRA data must be delayed at least 15 minutes.)

☐ Check here to indicate your understanding and agreement to comply with OPRA's delayed data policies. ***Phrases such as "OPRA data delayed 15 minutes" must be conspicuously displayed on all screens displaying delayed data.***

☐ Check here to acknowledge you have submitted a screen print of the delay notice as it will appear in your service.

15. Types of Subscribers, Pricing and Sign-up Methods

Every external (non-employee) recipient of current OPRA data must sign or electronically agree to an appropriate form of agreement before being provided access to the data. Nonprofessional subscribers and usage-based professional subscribers may sign up and agree via one of the forms of agreement described below.

Professional Subscribers – Device-Based Fees – For a Professional Subscriber that will pay device-based fees directly to OPRA, Vendor is required to obtain a signed OPRA Professional Subscriber Agreement before entitling the professional subscriber to receive OPRA data. If the Professional Subscriber will receive a datafeed service, the Vendor is also required to obtain OPRA's approval for the data feed service.

Professional Subscribers – Usage-Based Fees – For a Professional Subscriber for which Vendor (**not the Professional Subscriber**) will pay usage-based fees to OPRA (including capped usage-based fees), Vendor is required to enter into a Subscriber Agreement with the Professional Subscriber for OPRA's benefit. The Subscriber Agreement may be either an electronic click-on agreement (Attachment B-1 to the OPRA Vendor Agreement) or a hardcopy agreement (Attachment B-2 to the OPRA Vendor Agreement), or it may be an electronic or hardcopy form of agreement that satisfies the requirements of paragraph 6(c) of the OPRA Vendor Agreement and has been approved by OPRA.

Nonprofessional Subscribers - Vendor is required to enter into a Subscriber Agreement with the Nonprofessional Subscriber for OPRA's benefit. The Subscriber Agreement may be either an electronic click-on agreement (Attachment B-1 to the OPRA Vendor Agreement) or a hardcopy agreement (Attachment B-2 to the OPRA Vendor Agreement), or it may be an electronic or hardcopy form of agreement that satisfies the requirements of paragraph 6(c) of the OPRA Vendor Agreement and has been approved by OPRA. Vendor is required to *qualify* an end-user as a nonprofessional user prior to providing access to OPRA data, and the end-user must represent that it is a "Nonprofessional" by completing the "Addendum for Nonprofessionals" that is attached to both the B-1 and the B-2 form Subscriber Agreements or making equivalent representations in Vendor's approved form of agreement. (The qualification process that Vendor will use is the subject of question 18.)

Please indicate how you will sign up subscribers for service (check all that apply)

Type(s) of User	Method of Sign-up and Pricing Model
Internal use by Employees	☐ Fixed monthly fee per user *Notes: A Vendor that provides access to OPRA data to its own employees is receiving OPRA data as a Professional Subscriber as well as a Vendor, and must complete Section 1 of this document and sign a Professional Subscriber Agreement. OPRA does not allow a Vendor to count quotes for its own employees.*
Professional Subscribers	**Fixed monthly fee per user** ☐ Hard copy of Professional Subscriber Agreement required for each Professional Subscriber **Usage-based fee with capping** ☐ Electronic version of Subscriber Agreement (Attachment B-1 to Vendor Agreement) ☐ Hard copy of Subscriber Agreement (Attachment B-2 to Vendor Agreement) ☐ Other form (must be approved by OPRA)
Nonprofessional Subscribers	**Fixed monthly fee per user** ☐ Electronic version of Subscriber Agreement (Attachment B-1 to Vendor Agreement) ☐ Hard copy version of Subscriber Agreement (Attachment B-2 to Vendor Agreement) ☐ Other form (must be approved by OPRA) **Usage-based fee with capping** ☐ Electronic version of Subscriber Agreement (Attachment B-1 to Vendor Agreement) ☐ Hard copy version of Subscriber Agreement (Attachment B-2 to Vendor Agreement) ☐ Other form (must be approved by OPRA)

NOTES: (1) Vendors wishing to redistribute data at the usage-based (per quote) rates must complete question 16. For a Professional Subscriber, "capping" means that the monthly fee payable by the Vendor is capped at the highest per-device fee applicable to any Professional Subscriber times the number of the Professional Subscriber's authorized user IDs. For a Nonprofessional Subscriber, "capping" means that the monthly fee payable by the Vendor is capped at the flat monthly Nonprofessional Subscriber Fee as specified by OPRA.

(2) Vendors wishing to redistribute data to Nonprofessional Subscribers and/or to Professional Subscribers on a usage (per quote) basis using OPRA's electronic version of Subscriber Agreement (Attachment B-1 to Vendor Agreement) or an electronic form of Subscriber Agreement other than Attachment B-1 must complete question 17.

(3) Vendors wishing to redistribute data to Nonprofessional Subscribers and/or to Professional Subscribers on a usage (per quote) basis using a form other than Attachment B-1 or Attachment B-2 to the Vendor Agreement must complete question 18.

16. Usage-Based/Per-Quote Subscribers and Quote Meter Information

A Vendor that wants to redistribute real-time quotes on a per quote basis may do so provided its system is able to correctly identify and count real-time "quote packets" for OPRA data. A "quote packet" is defined as any data element, or all data elements, for a *single series* (for example, "IBM SEPT 120 Call" is a single series, and open, high, low, last, volume, net change, bid, offer, size are data elements). Data elements for an index also qualify as a quote packet. The quote meter (log file) should identify and store fee liable quotes (i.e. less than 15 minutes old) during the hours during which OPRA is disseminating OPRA data. Alternatively, a Vendor that wants to redistribute real-time quotes on a per quote basis may do so provided its system is able to correctly identify and count real-time "options chains" for OPRA data. An "options chain" consists of last sale, bid/ask, and related market data for up to all series of put and call options on the same underlying security or index (for example, data for all series of IBM put and call options comprise an options chain).

☐ Check here to indicate that your system will count "options chains." (If you do not check this box, OPRA will assume that your system is counting quote packets.)

Please refer to OPRA's Guidelines for Vendors' Quote Counting Systems (Section 3 of OPRA's Policies with respect to Reporting and Usage-based Vendor Fees, available on www.opradata.com) for further information about OPRA requirements for quote counting systems.

<u>NOTE</u>: If using a quote meter, it must be clearly represented in your network/system diagram.

☐ Check here to indicate your understanding of and agreement to comply with OPRA's Guidelines for Vendors' Quote Counting Systems.

17. Use of Electronic Forms of Agreement

A Vendor that wishes to redistribute data to Nonprofessional Subscribers and/or to Professional Subscribers on a usage (per quote) basis using OPRA's electronic version of Subscriber Agreement (Attachment B-1 to Vendor Agreement) or an electronic form of Subscriber Agreement other than Attachment B-1 may do so provided that its procedures and system comply with certain requirements. Please refer to OPRA's Attachment C to Vendor Agreement ("Conditions for Use of Electronic Subscriber Agreements") (available on www.opradata.com) for further information.

☐ Check here to confirm that Vendor's customers may also enter into other contracts with Vendor electronically.

   a. Please describe how Vendor's customers electronically register for Vendor's services

   b. Please describe how Vendor captures, records and documents Subscriber assent to the electronic form of Subscriber Agreement

c. Please describe the attribution procedure that Vendor uses in connection with its administration of electronic Subscriber Agreements to verify the identity of each Subscriber and to confirm the terms of the Subscriber Agreement assented to by that Subscriber.

☐ Check here to confirm that each of Vendor's electronic Subscribers will see the following notice (or similar notice in a form approved in writing by OPRA) each time the Subscriber accesses the Vendor's data service on the first screen viewed by the Subscriber:

YOUR RECEIPT AND USE OF THIS SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF YOUR AGREEMENT WITH [VENDOR]. TO VIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CLICK HERE.

18. Other Forms of Agreement

A Vendor that wants to use its own form of Agreement with Professional Subscribers to which it will provide OPRA data on a "usage-based fee" basis and/or Nonprofessional Subscribers may do so provided that its form has been approved by OPRA.

☐ Check here to acknowledge that your form of agreement must be approved by OPRA before OPRA data is distributed pursuant to its terms.

19. Non-Professional Verification Processes

A Vendor that provides OPRA data to end users must verify that a person claiming to be a non-professional indeed qualifies as a non-professional. OPRA provides guidelines that describe recommended processes for use at initial account set up, after the new customer completes the OPRA Agreement, and on an annual basis. These guidelines are in a document entitled "Processes for Determining that a Customer Qualifies as a Nonprofessional Subscriber (a "Non-Pro")". This document is available from OPRA.

Please describe the procedures that Vendor will use to verify that persons claiming to be non-professionals indeed qualify as non-professionals.

1) Process at Initial Account Set up:

2) Review process after User completes OPRA Agreement

3) Annual Review of each non-professional account

20. Voice Response Service

A Vendor that wants to provide a Voice Response Service (also referred to as a Voice-Synthesized Service) may pay fees with respect to the Service on either a "port" basis or a "usage" basis. (See the OPRA Fee Schedule for more information.)

A. Will you provide a Voice Response Service? ☐ Yes   ☐ No

B. If you answered "Yes" to question A, please describe the service (include information with respect to the number of telephone trunk lines to your voice-synthesized computer and the number of active ports in such computer):_____

_____

_____

C. If you answered "Yes" to question A, how will you report and pay fees for the Service?

Port basis   ☐
Usage basis   ☐
Other   ☐
           If "other", please explain:_____

21. Sales Literature

Please describe the sales literature that you use or will use in marketing your services that will include OPRA data. Please attach copies of materials and links to materials as appropriate. _____

_____

_____

SECTION 3 - Technical Control & Reporting

This section is required and must be completed and approved by OPRA prior to receiving real-time market data

22. Technical and Administrative Control – Device-Based Fees
(See OPRA's "Policies with respect to Device-Based Fees" for details.) To ensure the number of devices and/or User IDs with access to OPRA data (via displays and/or data feeds) being reported each month is accurate, OPRA requires each firm that has the technical ability to enable devices and/or User IDs to have access to OPRA data to have an entitlement system in place.

a. Does your firm have the technical ability to control each entitlement to OPRA market data?

Data feeds ☐ Yes ☐ No ☐ N/A

Display Service ☐ Yes ☐ No ☐ N/A

Non-Display ☐ Yes ☐ No ☐ N/A

Name of Entitlement System: _____

b. Is this a Proprietary System? ☐ Yes ☐ No

If yes, please explain the system's functionality and its ability to produce reports. *Please describe in detail and attach a sample report for review (attach a separate sheet if necessary).*

c. Please explain the dataflow between your permissioning and reporting databases:

NOTE: Any firm receiving a data feed is subject to an audit of its entitlement reporting methods. Unless the entitlement system is able to provide accurate audit information, OPRA reserves the right to bill for all devices on your network. All entitlement systems must have the ability to generate and store entitlement reports for a period of <u>no less than three years</u>. If you are counting user IDs for any location, your system must do the following:

1. Each user must have a separate and unique ID/Password that cannot be shared

2. The system must prevent simultaneous access to the data by the same user ID/Password from multiple devices

3. The system must be capable of generating monthly entitlement reports that identify all users who are entitled to access OPRA data

4. The system must provide an audit trail identifying each entitlement transaction (additions, deletions, etc.)

5. Does your system have the ability to perform all of the above?

    ☐ Yes ☐ No

    If no, please explain:

    ┌───┐
    │   │
    │   │
    │   │
    │   │
    └───┘

    d. How will you count entitlements?

All on Terminal ID basis	☐ Yes	☐ No
All on User ID / Password basis	☐ Yes	☐ No
At least one location on each basis	☐ Yes	☐ No
Other (explain)	☐ Yes	☐ No If yes, explain:

    _____

6. If you checked "At least one location on each basis" or "Other", please specify the basis used at each of your locations:

    Location 1:_____

Terminal ID basis	☐ Yes	☐ No
User ID / Password Basis	☐ Yes	☐ No
Other (explain)	☐ Yes	☐ No If yes, explain:

    _____

    Location 2:_____

Terminal ID basis	☐ Yes	☐ No
User ID / Password Basis	☐ Yes	☐ No
Other (explain)	☐ Yes	☐ No If yes, explain:

    _____

    Location 3:_____

Terminal ID basis	☐ Yes	☐ No
User ID / Password Basis	☐ Yes	☐ No
Other (explain)	☐ Yes	☐ No If yes, explain:

    _____

    (If you have more than three locations, please attach additional sheets with this information for each location)

    e. Location(s) where entitlement control will take place (if different than install address)?

    ┌───┐
    │   │
    ├───┤
    │   │
    ├───┤
    │   │
    ├───┤
    │   │
    └───┘

23. Technical and Administrative Control – Non-Display Use

Will your firm use OPRA data for Non-Display Use?

☐ Yes   ☐ No

If yes, please specify the categories of your firm's Non-Display Use:
Please check all that apply

☐ **Category 1**   Applies when a data recipient's Non-Display Use is on its own behalf. The Category 1 Non-Display Fee shall not apply in the case of an OPRA data recipient during any complete calendar month during which the data recipient (i) has a single UserID (a single natural person) that uses OPRA data for Non-Display Use for the benefit of that UserID and (ii) is not a broker-dealer and does not place more than 390 orders in listed options per day on average during the calendar month. If the data recipient's Non-Display Use is within this exception then do not check the Category 1 Box.

☐ **Category 2-**   Applies when a data recipient's Non-Display Use is on behalf of its clients.

☐ **Category 3-**   Applies when a data recipient's Non-Display Use is for the purpose of internally matching buy and sell orders within an organization. Matching buy and sell orders includes matching customer orders on the data recipient's own behalf and/or on behalf of its clients. Category 3 includes, but is not limited to, use in trading platform(s), such as exchanges, alternative trading systems ("ATSs"), broker crossing networks, broker crossing systems not filed as ATSs, dark pools, multilateral trading facilities, and systematic internalization systems.
An organization that uses data for Category 3 Non-Display Use must count each "Platform" that uses data on a non-display basis. A "Platform" is a platform for internally matching buy and sell orders. Matching buy and sell orders includes matching customer orders on a data recipient's own behalf and/or on behalf of its clients. For example, an organization that uses OPRA Data for the purposes of operating an ATS and also for operating a broker crossing system not registered as an ATS would be required to pay two Category 3 Non-Display Use fees.

Number of Platforms _____

24. Hosted Solutions
If you indicated above (in response to questions 9 and 10) that your company will distribute OPRA data through Hosted Solutions, please identify each Hosted Solution through which you will distribute OPRA data on Appendix 1. For each Hosted Solution, please identify the Client Organization and whether OPRA data will be displayed on a current or delayed basis or both. (See OPRA's "Policy with respect to Hosted Solutions" for further details.)

25. Network/System Diagram

Attach an overview Diagram of your network system. The diagram should identify all internal sub-networks attached to the system and provide a high level overview of each network utilizing market data (be as specific and detailed as possible). **Each site location should be included, indicating where data is received (including end users) and where <u>entitlement control takes place</u>.**

☐ **Check here to acknowledge you have submitted a Network Diagram**

26. Reporting Obligations – Other than with respect to Non-Display Use

OPRA requires all Professional Subscribers that receive datafeeds and all Vendors to submit reports with respect to their use and distribution of OPRA market data by the second-to-last business day of each month to enable accurate invoicing by OPRA.   (Monthly reporting requirements are not applicable to Non-Display Use – see question 27 for Non-Display Use reporting requirements.)

Please check the box(es) corresponding to reporting requirements applicable to your use and distribution of the data:

☐ **INTERNAL Users (Employees)/Devices**
Any organization providing OPRA data to its employees is required to report the number of devices and/or User IDs having access to OPRA data on a monthly basis. In addition, OPRA requires that records be maintained indicating the company name, installation address(es), number of devices or User IDs on a location by location basis, inventory changes, type of service and the date that service began/terminated.

☐ **EXTERNAL Use (Professional Subscriber User ID/Device-based Use)**
Any Vendor providing OPRA data to non-employee Professional Subscribers is required, for each Professional Subscriber, to report on a monthly basis, location by location, the number of devices or User IDs having access to OPRA data. In addition, OPRA requires that records be maintained indicating the company name, installation address(es), number of devices or User IDs on a location by location basis, inventory changes and the date that service began/terminated.
* OPRA will use this information to invoice for these Professional Subscribers (directly to each Subscriber or in accordance with OPRA's records for a third-party payor)

☐ **EXTERNAL Use (Nonprofessional Subscribers; fees on a "Nonprofessional Subscriber Fee" basis)**
Any Vendor providing OPRA data to Nonprofessional Subscribers is required to maintain records of the name, address, employer and job function of its nonprofessional subscribers and report on a monthly basis the total number of nonprofessional subscribers having access to Real-time data.
* OPRA will use this information to invoice the Vendor directly

☐ **EXTERNAL Use** (**Usage-based (per quote) Service to Nonprofessional Subscribers and/or Professional Subscribers)**
Any Vendor providing query-based service to Nonpro and/or Pro Subscribers is required to maintain records of the name, address, employer and job function of these Subscribers and, on a monthly basis, to report the total number of quote packets and/or options chains requested by these Subscribers (except that a Vendor may report the monthly maximum amounts specified in the OPRA Fee Schedule for those Nonpro Subscribers and Pro Subscribers for which it chooses to do so).
* OPRA will use this information to invoice the Vendor directly

☐ **DATA FEEDS**
Any Vendor providing data feeds to Professional Subscribers and/or downstream Vendors will be required to obtain approval from OPRA (on a recipient by recipient basis) prior to providing data to any downstream recipient. The Vendor will be required to verify that each subscriber is a Professional Subscriber and to maintain records for each data feed indicating whether the recipient is a Professional Subscriber and/or a downstream Vendor, the company name, installation address, data product and date that service began or was terminated. This information will be requested during OPRA's routine audits.
 *** OPRA will use this information to invoice the Subscriber or downstream Vendor directly***

27. Reporting Obligations - Non-Display Use

OPRA requires each Professional Subscriber and each Vendor that receives OPRA data for Non-Display Use to make an initial declaration upon commencing the Non-Display Use, to make a declaration thereafter upon any change in the data recipient's Non-Display Use, and to make an annual declaration to OPRA of its Non-Display Use.

28. Reporting Method
Please select the method of reporting you will use:

☐ **Third Party Reporting Facilitator – TCB Data Systems, Inc. (www.tcbdata.com)**

☐ **Other Method**

Explain:

The undersigned certifies, on behalf of the organization identified at the beginning of this Exhibit A: (1) that the information provided in this Exhibit A is accurate; (2) that the OPRA data will only be used and distributed in the manner outlined in this Exhibit; (3) that the organization identified at the beginning of this Exhibit A is required to update this Exhibit A from time to time as may be necessary so that it continues to set forth an accurate description in reasonable detail of the organization's use and distribution of OPRA data; (4) that the organization identified at the beginning of this Exhibit A may be required to provide further information related to its entitlement system and/or its audit function; (5) that failure to comply with OPRA requirements may result in the cancellation/termination of OPRA market data services; and (6) that OPRA reserves the right to bill in arrears for use or distribution of OPRA data that was not accurately reported to OPRA.

Signature: _____

Title: _____

Print Name: _____

Date Completed: _____

Appendix 1 – Hosted Solution site directory

Websites and other Hosted Solutions displaying current OPRA data:

1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

Websites and other Hosted Solutions displaying delayed OPRA data

1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

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