

Academic Historical Transaction Data Product Agreement

Version 1

Last updated: March 9, 2017

THIS ACADEMIC HISTORICAL TRANSACTION DATA PRODUCT AGREEMENT (together with all Attachments hereto, this “Agreement”), is made by and between the Municipal Securities Rulemaking Board (“MSRB”), a Virginia nonprofit nonstock corporation that is a self-regulatory organization subject to oversight by the United States Securities and Exchange Commission (“SEC”), whose principal place of business is located at 1300 I Street, NW, Suite 1000, Washington, DC 20005, and the undersigned Academic Institution.

WHEREAS, Academic Institution wants to receive, and MSRB is willing to make available to Academic Institution, the Academic Data Set in electronic form via CD-ROM, subject to the terms and conditions of this Agreement as it may be amended from time to time.

NOW, THEREFORE, in consideration of the recitals, terms and conditions contained in this Agreement, Academic Institution and MSRB agree as follows:

TERMS

Section 1. License Grant. The following terms shall apply to Academic Institution’s license granted hereunder:

(a) Except as otherwise provided and subject to any limitations in this Agreement, Academic Institution is granted a world-wide, non-transferable, non-exclusive, non-assignable, non-sublicensable, limited right and license to use the Academic Data Set in accordance with this Agreement (including Attachment A) and to create and publish Derivative Works for the Term of this Agreement (“**Authorized Use**”) solely for academic research purposes (and not for any other purpose, including, without limitation, as part of, on behalf of, in support of, in association with or otherwise for the benefit of any commercial purpose or for-profit enterprise or in connection with any litigation). In connection with Authorized Use, Academic Institution shall permit use of the Academic Data Set only by its Internal User(s) for the specific Study or Project/Use of Data set forth on Attachment A and only for Authorized Use. All acts and inactions of each Internal User shall be imputed to Academic Institution, and, accordingly, Academic Institution hereby accepts and assumes total responsibility for the actions and inactions of any Internal User, including, without limitation, for each Internal User’s compliance with the terms and conditions of this Agreement. Further, Academic Institution hereby accepts and assumes responsibility and liability for any individual or entity which accesses or uses the Data by or through Academic Institution (including, without limitation, Internal Users and Research Recipients). Authorized Use shall be limited to accessing, receiving, using, processing, manipulating and storing the Academic Data Set and transmitting and disseminating Derivative Works in accordance with this Agreement. Under no circumstances shall Academic Institution or its Internal Users attempt to discover the identity of the broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with any trade in the Data or to discover unique transaction information.

Except as expressly permitted by this Agreement, Academic Institution shall not disseminate or share the Academic Data Set, in whole or in part, outside of Academic Institution or its Internal Users who use it for the specified Study or Project/Use of Data set forth on Attachment A. Internal Users listed on Attachment A are authorized to use the specifically identified Academic Data Set only for the Study or Project/Use of Data identified on Attachment A in accordance with the terms and conditions in this Agreement. Academic Institution hereby represents, warrants and covenants that each individual listed on Attachment A falls within the definition of Internal User and shall continue to do so for as long as such person accesses Data through Academic Institution. Academic Institution must submit a new Attachment A for each new Internal User and/or for each new Study or Project/Use of Data by Academic Institution or its Internal User (as well as with respect to a previously identified Internal User that is to be associated with a different Study or Project/Use of Data). Academic Institution may supplement Attachment A with additions or deletions from Internal Users and their associated Study or Project/Use of Data by providing MSRB with written notice of any changes thereto and a copy of the revised Attachment A; provided, however, that Academic Institution shall not permit any use of the Academic Data Set by a new Internal User or for a new or modified Study or Project/Use of Data (or the association of an identified Internal User with a different study or project/use) unless and until MSRB has agreed to such changes by acknowledging its acceptance of them in writing. MSRB is not obligated to agree to any modified Attachment A. Academic Institution must submit a new Attachment B (Order Form) to request/order additional data sets to be provided as an Academic Data Set. Any use of the Academic Data Set, by Academic Institution or its Internal Users, unless expressly described in an Attachment A that has been accepted/countersigned by MSRB is prohibited, and Academic Institution is and remains liable to MSRB for any breach of this Agreement resulting from the actions or inaction of Academic Institution's Internal Users or any other individual or entity that accesses the Academic Data Set through Academic Institution or to whom Academic Institution provides any Derivative Works. Notwithstanding anything to the contrary contained in this Agreement, MSRB may decline to deliver any ordered Academic Data Set if MSRB believes that the other party to this Agreement does not come within the definition of an Academic Institution or that for other reasons delivery/use thereof by the other party is inconsistent with the letter or spirit of this Agreement.

(b) In the event that Academic Institution wishes that certain of its Internal Users collaborate with persons from another institution of higher education (a "***Collaborating Institution***"), it shall be a precondition to such collaboration and related sharing of Derivative Work that both of Academic Institution and Collaborating Institution shall have executed a Collaboration Addendum substantially in the form of Attachment C hereto and it shall have been delivered to, and countersigned by, MSRB. MSRB is not obligated to agree to any Collaboration Addendum. Under no circumstances shall Academic Institution share (or its Internal Users share) the Academic Data Set with Collaborating Institution. If MSRB has delivered to Academic Institution the Collaboration Addendum accepted/countersigned by MSRB, Academic Institution (or its Internal Users) may share Derivative Works with Collaborating Institution, provided that the any portion of the Academic Data Set included in any version of a Derivative Work is sufficiently aggregated to ensure that no third party can discover, through reverse engineering or other measures, the identity of the broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with any trade or any specific transaction or other unique transaction information.

(c) Any portion of the Academic Data Set included in any draft or final version of a Derivative Work provided or made available in any way whatsoever to any third party shall be sufficiently aggregated to ensure that no third party can discover, through reverse engineering or other measures, the identity of the broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with any trade or any specific transaction or other unique transaction information. Academic Institution shall inform all of its Internal Users to act accordingly and shall take reasonable measures to ensure their compliance.

Academic Institution acknowledges and agrees with, and shall ensure that Internal Users have been provided in writing with, the following disclaimer:

The data in the Academic Data Set is the Municipal Securities Rulemaking Board's ("MSRB") Real-Time Transaction Reporting System historical data. The data shall not be reverse engineered or otherwise used in order to discern the underlying data, including, but not limited to, the executing broker symbol (EBS), Market Participant Identifier (MPID) or other identifier of a broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with any trade or to discover the unique transaction information. Neither the MSRB nor any of its suppliers of data products or other services used to generate the data provided under this Agreement makes any representations, warranties or guarantees regarding the completeness, accuracy, or timeliness of the data including, but not limited to, the underlying data upon which the foregoing data is based or that the foregoing data is error-free. The data represents certain inter-dealer and customer trades in municipal securities that have been reported to the MSRB. The data does not necessarily reflect all transactions that were effected on the specific trade date noted. There is the possibility of errors in the trade submission process or errors or omissions in other processing of data, or delays in delivery of data reported by brokers, dealers, municipal securities dealers or others or reported by the MSRB. The data should not be used as the sole basis for pricing or executing transactions in municipal securities. Prices for transactions vary with market conditions and can be affected by trade size and other factors. Such transaction data and/or related information may not exist for all municipal securities.

Notwithstanding anything in this Agreement to the contrary, Academic Institution remains liable for and agrees to indemnify MSRB against any unauthorized use of the Data by or through Academic Institution or as a result of Academic Institution's (or its Internal Users') action/inaction.

(d) If Academic Institution learns of any unauthorized use of the Data (whether by any Internal User, Collaborating Institution, Research Recipient or other third party), it shall immediately provide MSRB with written notice of the unauthorized use and shall cooperate with and assist (at its cost) MSRB in investigating, halting and prosecuting, if necessary, any such unauthorized use, including, without limitation, providing such information and documents in its possession as the MSRB reasonably requests. If MSRB so elects, Academic Institution shall assign, and shall ensure that all of its Internal Users and agents assign, all right, title and interest in and to any suit, including its subject matter, of or concerning the Data or which otherwise arises out of or is related to this Agreement, to MSRB. In the event that such an election is made Academic Institution shall have the right to participate in any cause of action at its sole cost and expense.

(e) MSRB reserves the right to review the activities of Academic Institution to ensure that no unauthorized use of the Data occurs. Academic Institution agrees to cooperate and use reasonable efforts to obtain the cooperation of its Internal Users with MSRB, at Academic Institution's cost, in any such review. In the event that MSRB identifies any unauthorized use (whether pursuant to Section 6 below or otherwise), Academic Institution shall, upon written notice thereof from MSRB, immediately cease all such use and confirm to MSRB in writing within five (5) Business Days that such unauthorized use has been terminated. This remedy is in addition to and not in place of any other remedy MSRB may have under this Agreement or as a matter of law or equity.

(f) If any Internal User fails to comply with any of the terms, conditions or provisions of this Agreement, then Academic Institution shall, as soon as possible but in any event within five (5) Business Days of its date of knowledge of such non-compliance, direct such Internal User to cease using the Academic Data Set and use best efforts to end Internal User's access to the Academic Data Set, and shall, within five (5) Business Days following such cessation, confirm such cessation by written notice to MSRB.

(g) Academic Institution shall not redistribute the Academic Data Set (or portion thereof) to any other individual, entity, organization or association; provided, however, that Academic Institution may, as contemplated by Section 1(b) above, share unpublished (with published having the meaning set out in Section 6(b) below) Derivative Work in compliance with a fully executed Collaboration Addendum (which has been accepted by MSRB). Academic Institution shall use reasonable measures to protect the Academic Data Set, as well as any shared Derivative Work, consistent with leading industry standards in order to ensure that the Academic Data Set or shared Derivative Work remains, at all times, secure from unauthorized access or interference and to prevent the Academic Data Set from being accessed or taken from or in any way communicated, divulged or published except as permitted by this Agreement. Further, Academic Institution shall at a minimum:

- i. encrypt the Academic Data Set (using the most-current industry standard encryption) in transit and at rest –whether on or off-site;
- ii. store the Academic Data Set on a non-networked, encrypted device or, if on a networked device, in a segregated and secure directory that is not accessible to other members of the network without use of a unique user ID and password;
- iii. maintain and enforce policies and standards reasonably designed to maintain the security of sensitive data such as the Academic Data Set, including, without limitation, an information security policy, a firewall policy, an application security standard, a data classification standard and an enrollment-disenrollment standard;
- iv. maintain automated security measures, including, without limitation, the most-current industry standard perimeter monitoring and protection systems, logging tools and auditing systems, firewalls, Security Event and Information Management (SEIM) systems, and Network and Host Intrusion Detection Systems and security agent software, all reasonably designed to prevent, identify, detect and mitigate threats from viruses and other security breaches of systems holding or transmitting the Academic Data Set;

- v. use (A) secure authentication protocols and devices consistent with the most-current industry standards; and (B) secure access control measures consistent with the most-current industry standards for access to logical and physical resources;
- vi. educate and train personnel on the proper use of information systems and information security systems; and
- vii. use industry standard enrollment/disenrollment procedures to ensure that only authorized persons will have access to the Academic Data Set or resources containing the Academic Data Set.

(h) Academic Institution agrees not to alter the Academic Data Set or present the Derivative Works in any manner that adversely affects its accuracy or integrity or that renders it misleading or discriminatory. MSRB shall have no responsibility for any Derivative Work, and Academic Institution shall defend, indemnify and hold harmless MSRB and its directors, officers, employees and agents as set forth in this Agreement, including, without limitation, in Section 8.

(i) Academic Institution (including its Internal Users) shall not attempt to reverse engineer or take any other measures, nor shall it (or any Internal User) assist any other person or entity in taking any measures whatsoever, to discover the true identity of the masked (anonymized) Dealer Identifier that MSRB provides in the Academic Data Set or to discover the unique transaction information. Additionally, Academic Institution shall take steps necessary to ensure that all of its Internal Users act accordingly and shall use its best efforts to ensure their compliance.

(j) Academic Institution shall provide appropriate attribution to the Municipal Securities Rulemaking Board in any Derivative Work as the source of the Academic Data Set.

Section 2. Proprietary Rights in Academic Data Set. Academic Institution acknowledges and agrees that MSRB has ownership of the Academic Data Set, and that it originates on, derives from or relates to all markets, individuals or entities, and activities that are regulated, operated or administered by MSRB. The Academic Data Set, including, without limitation, any and all intellectual property rights inherent therein or appurtenant thereto, including compilation or other proprietary rights in the portion (if any) of the Academic Data Set that was gathered from other sources, shall, as between the parties, be and remain the sole and exclusive property of MSRB. As between the parties, Academic Institution is and will be the exclusive owner of all right, title and interest in and to all Derivative Works; provided, however, that the foregoing ownership shall not include any right, title or interest in the Academic Data Set itself, even as incorporated into any improvements, modifications and other enhancements thereto, or derivative works thereof. Academic Institution shall not, by act or omission, diminish or impair the acquisition, maintenance, and full enjoyment by MSRB, its licensees, transferees and assignees, of the property rights of MSRB in the Academic Data Set and the System. MSRB reserves any and all rights to the Academic Data Set and the System not explicitly granted to Academic Institution herein.

Section 3. Modifications. Academic Institution acknowledges and agrees that nothing in this Agreement shall be deemed to constitute an undertaking by MSRB to continue to make available or

disseminate the Academic Data Set in the present form, content or configuration or to continue to use existing delivery methods. As of the date of this Agreement, the Academic Data Set is delivered by MSRB in electronic form via CD-ROM; provided, however, that in the future MSRB may determine to use a different medium (such as direct feed or file download). MSRB, in its sole discretion, and without Academic Institution's consent, may from time to time, modify the delivery method and/or content of any data it makes available, including, without limitation, the Academic Data Set. MSRB may make such modifications irrespective of whether such modifications would require changes to be made by Academic Institution to Academic Institution's systems, software services, any Device or otherwise, and Academic Institution shall be responsible for making, and bearing the cost of making, any such changes necessary in light of the modifications.

Section 4. CUSIP Data. The Academic Data Set contains third-party proprietary information, such as CUSIP standard numbers, CUSIP standard descriptions, and other information about financial instruments, from the CUSIP databases (the "**CUSIP Database**"), and the following language shall be applicable:

(a) Academic Institution represents and warrants that it has executed a license (or waiver thereof) regarding its use of Data with CUSIP Global Services ("**CGS**") that is operated by S&P Global Market Intelligence LLC ("**S&P**") on behalf of the American Bankers Association ("**ABA**"). Academic Institution shall promptly notify MSRB if its license with CGS expires, is terminated, or is modified such that Academic Institution is no longer appropriately licensed to access or use the CUSIP Database.

(b) Academic Institution agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CGS and the ABA, and that no proprietary rights are being transferred to Academic Institution in such materials or in any of the information contained therein. Any use by Academic Institution outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Academic Institution agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Academic Institution agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

(c) Academic Institution agrees that Academic Institution shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Academic Institution further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

(d) NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO ACADEMIC INSTITUTION ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY ACADEMIC INSTITUTION FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

(e) Academic Institution agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

Section 5. Fees; Taxes. In consideration of the rights granted by MSRB under this Agreement, Academic Institution agrees to pay to MSRB the fees and charges set forth on Attachment B; provided, that Academic Institution agrees to pay MSRB in full upon delivery of this Agreement, including the initial Order Schedule, and in the future at the time of delivery of any subsequent Order Schedule(s). Academic Institution’s obligation to pay amounts due is not subject to set-off, offset or recoupment. Academic Institution shall assume full and complete responsibility for the payment of all taxes, charges or assessments imposed on Academic Institution or MSRB (except for U.S. federal, state, or local income taxes, if any, imposed on MSRB). MSRB reserves the right to change any fees or charges in accordance with the rules of the MSRB or otherwise on at least thirty (30) days prior written notice to Academic Institution.

Section 6. Audit by MSRB; Derivative Works Copies. (a) During the Audit Period, Academic Institution shall maintain copies of all reports and records regarding the Academic Data Set, use thereof by or through Academic Institution (including use thereof by its Internal Users and Collaborating Institutions), Derivative Works, publication of Derivative Works, any agreements with Collaborating Institutions regarding Data and any agreements with Research Recipients regarding Derivative Works. During the Audit Period MSRB, its agents or its subcontractors may, upon reasonable advance notice, review those reports and records to ensure use of the Academic Data Set is in conformance with this Agreement. Academic Institution agrees to cooperate, and to cause its Internal Users to cooperate, (at Academic Institution’s cost) with MSRB in any such review, including, without limitation, provision of additional reports, records and information as MSRB reasonably requests to confirm use in conformance with this Agreement and use and/or receipt of Derivative Work by Collaborating Institutions or Research Recipients. If Academic Institution does not fully cooperate with MSRB, in MSRB’s sole reasonable discretion, in any audit, MSRB may terminate this Agreement and Academic Institution’s access to and use of the Academic Data Set.

(b) Academic Institution shall provide to MSRB (without charge to MSRB) electronic copies of the Derivative Works by email to Academicpublications@msrb.org at least five (5) Business Days prior to such Derivative Work being published. For purposes of this Section 6(b), “published” shall mean the availability

of such Derivative Work to the general public (whether via the internet or otherwise); provided, however, that a Derivative Work which (i) is available on the internet or otherwise publicly available solely for the purpose of it being considered at an academic seminar or conference so that the author may receive feedback intended to improve and/or correct errors in the Derivative Work and (ii) is marked on the title page “Working Draft—Not for Quotation—Subject to Change” shall not be considered to be published for purposes of this paragraph.

Section 7. WARRANTIES; DISCLAIMERS OF WARRANTIES.

(a) MSRB DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE DATA, INCLUDING ANY DATA OR INFORMATION CONTAINED THEREIN. NEITHER MSRB, S&P, CGS, ABA, NOR ANY OF THEIR THIRD PARTY INFORMATION PROVIDERS, AFFILIATES OR SUBCONTRACTORS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO ACADEMIC INSTITUTION ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS NEITHER FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS, AND ACADEMIC INSTITUTION’S USE OF THE DATA IS AT ITS OWN RISK.

(b) NEITHER MSRB, S&P, CGS, ABA, NOR THEIR THIRD PARTY INFORMATION PROVIDERS, AFFILIATES OR SUBCONTRACTORS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOOD WILL), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

(c) HOWEVER, IN THE EVENT THAT MSRB, S&P, CGS, ABA OR ANY OF THEIR THIRD PARTY INFORMATION PROVIDERS, AFFILIATES OR SUBCONTRACTORS ARE FOUND LIABLE, THE LIABILITY OF MSRB, S&P, CGS ABA OR ANY OF THEIR AFFILIATES, PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY ACADEMIC INSTITUTION TO MSRB UNDER THIS AGREEMENT IN THE MONTH IN WHICH THE CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN.

(d) FURTHERMORE, NEITHER MSRB, S&P, CGS, ABA NOR THEIR THIRD PARTY INFORMATION PROVIDERS, AFFILIATES AND SUBCONTRACTORS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO ACADEMIC INSTITUTION, RESEARCH RECIPIENTS OR ANY OTHER THIRD PARTIES FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Section 8. Indemnification. Subject to the indemnified party’s prompt written notice to the indemnifying party upon the indemnified party’s knowledge of the potential for it making an indemnification claim (provided, however, that a failure of the indemnified party to provide prompt written notice shall not relieve the indemnifying party of its obligations under this Section 8, except to the extent that it is prejudiced with respect to a particular claim):

(a) To the greatest extent permitted by applicable law, Academic Institution shall indemnify, defend and hold MSRB, its employees, officers, directors and agents harmless from, any and all Claims or Losses imposed on, incurred by or asserted against MSRB, its employees, officers, directors and/or agents, to the extent that the Claims and Losses arise out of, relate to or result from (i) negligent (including gross and willful) acts or omissions or intentional misconduct of Academic Institution, its Internal Users or Research Recipients, (ii) breach of this Agreement by Academic Institution or its Internal Users, (iii) access, receipt, processing, use, transmission or dissemination of the Data by or through Academic Institution or its Internal Users, (iv) claims by third parties against MSRB (or any other indemnitees) that Academic Institution, its Internal Users or Research Recipient's use of the Data infringes up on the intellectual property rights of another and/or (v) any Derivative Works (and/or any publication, distribution, redistribution or other use thereof, whether by Academic Institution, Research Recipients or other third parties).

(b) To the greatest extent permitted by applicable law, MSRB shall indemnify and defend Academic Institution against, and hold Academic Institution harmless from, any and all judgments or settlements made by MSRB imposed on Academic Institution as a result of a third party action alleging that the Academic Data Set infringes or misappropriates any third party's(ies') U.S. registered intellectual property rights, provided that the Academic Data Set have been used only in accordance with this Agreement, and excluding any infringement or misappropriation relating to or resulting from any Derivative Works or any other modification or alteration to the Academic Data Set or any Claims and Losses covered by Academic Institution's indemnification/defense obligations in Section 8(a) above or in Section 1(c).

(c) In the event of a claim, action or allegation of infringement regarding the Academic Data Set or if, in MSRB's opinion, such a claim, action or allegation is likely to occur or if the use of the Academic Data Set is enjoined because of infringement, MSRB may, at its sole option and expense, (i) procure for Academic Institution the right to continue using the Academic Data Set, (ii) replace or modify the Academic Data Set so that it does not infringe, (iii) discontinue providing the Academic Data Set or (iv) terminate this Agreement.

Section 9. Default. In the event that Academic Institution (i) is in breach of or default of any obligation in this Agreement and such breach or default remains uncured (if cureable) for thirty (30) days (unless an earlier cure period is set forth in this Agreement, such as is in Sections 1(e) and 1(f) above) after MSRB gave written notice of the breach, (ii) has provided false or incomplete information in connection with this Agreement or (iii) becomes insolvent, admits its inability to pay its debts as they become due or generally fails to pay its debts as they become due, ceases to carry on its business in the ordinary course, has a receiver, trustee, custodian or similar official appointed over it or any part of its assets, commences (files a petition with respect to) a voluntary case in bankruptcy or any other proceeding seeking liquidation, reorganization or other relief under bankruptcy, insolvency or similar law, or passes a resolution or otherwise authorizes any of the foregoing by necessary corporate action, or it has an involuntary petition in bankruptcy filed against it or for other similar relief filed against it and such involuntary petition is not dismissed within thirty (30) days, or makes a general assignment for the benefit of its creditors, then MSRB will have the right, in its sole discretion, to take one or more of the following actions: (A) to terminate this Agreement (including Academic Institution's license right hereunder) effective immediately upon MSRB

giving written notice of termination to Academic Institution and/or (B) to pursue such other remedies as it may be entitled by virtue of or under this Agreement or otherwise at law or in equity.

Section 10. Term and Termination. The term of this Agreement shall commence on the date of execution by both parties and will continue perpetually unless terminated in accordance with this Agreement or by written notice by a party hereto given at least ninety (90) days prior to the proposed date of termination ("**Term**"). Those sections which by their nature are intended to survive termination or expiration of this Agreement shall survive any termination or expiration of this Agreement, including, without limitation, Sections 2, 3, 4, 5, 6, 7, 8, 10, and 11 through 20.

Notwithstanding anything to the contrary contained in this Agreement:

- (i) Any disclosure, whether willful or accidental, by Academic Institution and/or any of its Internal Users of the identity of any broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with any trade in the Data shall be a material breach of this Agreement and shall automatically terminate this Agreement without further action by either party; and
- (ii) This Agreement (and including Academic Institution's access to any data of CGS provided hereunder in the Academic Data Set) is expressly conditioned on the effectiveness of MSRB's agreement with CGS. Academic Institution's license under this Agreement and, accordingly, access to data of CGS provided hereunder shall automatically terminate upon any termination of MSRB's agreement with CGS. In addition, other data or information may be subject to third party license agreements between MSRB and the licensor and any rights to use such third party data or information under this Agreement shall terminate automatically in the event of a termination of the applicable third party license agreement. Accordingly, MSRB would notify Academic Institution as promptly as practicable if any such termination occurred.

Academic Institution shall keep one copy of the Academic Data Set ("**Master Copy**") separate and distinct from any other information and shall not alter, modify or commingle the content or any part or parts of the Master Copy with Academic Institution's own information or that of a third party. In the event of termination of a specific Attachment A or this Agreement, Academic Institution shall (i) cease all use of the Academic Data Set or cease using the Academic Data Set for the purposes of the specific Attachment A which was terminated and (ii) promptly delete or destroy the Master Copy of the Academic Data Set, except to the extent Academic Institution is required to retain portions of the Academic Data Set for regulatory compliance purposes. Academic Institution shall deliver promptly (and in any event within ten (10) Business Days after termination) to MSRB written certification that the Master Copy, except to the extent Academic Institution is required to retain portions of the Academic Data Set for regulatory compliance purposes, has been purged from Academic Institution's computer systems, and all copies or portions thereof. Notwithstanding the foregoing, Academic Institution is not required to expunge *de minimis* amounts (both in terms of amount of material obtained from the Academic Data Set and the proportionate amount of such material used within Academic Institution's materials) of the Academic Data Set to the extent contained in working papers, reports, spreadsheets, charts, risk models, financial histories, credit profiles and like items

created and used during the Term in accordance with the provisions of the Agreement. Academic Institution may also access and retain those portions of the Academic Data Set for backup or document retention purposes, necessary for statutory audit requirements, regulatory compliance purposes or as required by law or to the extent necessary to properly respond to a request of any regulatory body with control over Academic Institution. For the avoidance of doubt, such retained portions of the Academic Data Set may not be repurposed (e.g., incorporated into new materials) or otherwise used after termination of this Agreement. In no event shall Academic Institution make any further research use (or any commercial use) of any retained Academic Data Set or portion thereof.

Section 11. Confidentiality; FOIA Requests. (a) Each of MSRB and Academic Institution acknowledges that in the course of its performance of this Agreement each may obtain Confidential Information of the other. The recipient shall use such Confidential Information only in fulfillment of its obligations under this Agreement; shall hold such Confidential Information in confidence; and shall not use, disclose, copy or publish any such Confidential Information without the prior written consent of the other party. Notwithstanding the foregoing, (i) MSRB or Academic Institution (subject to Section 11(b) below) may disclose any Confidential Information to the extent required by law, rule, regulation court or subpoena, and/or (ii) MSRB may disclose any Confidential Information (a) as requested by a government or regulatory agency or authority with regulatory jurisdiction over MSRB, including, without limitation, in connection with an inquiry or regulatory examination of MSRB by the SEC, or (b) in its regulatory responsibilities under the Securities Exchange Act of 1934. The duties in this Section 11(a) do not apply to data, information or techniques that can be shown to be: (1) lawfully within recipient’s possession prior to the date of this Agreement and not subject to a duty of confidentiality; (2) voluntarily disclosed by a third party so long as that third party does not breach any obligation of confidentiality with respect to such data, information or techniques; (3) generally known or revealed to the public through no breach of this Agreement by the recipient; or (4) independently developed by the recipient without use of or reference to the Confidential Information of the other party. The obligations under this Section shall survive any termination or expiration of this Agreement.

In the event that Academic Institution (or any Internal User) receives a request under the federal Freedom of Information Act (5 U.S.C. § 552) or any other federal, state or local freedom of information, open records, open meetings, “sunshine” or similar laws or regulations (“**FOIA Laws**”) that could require the disclosure of Data (or any portion thereof), Academic Institution shall (to the full extent legally permissible): (1) immediately notify MSRB of such request prior to any disclosure of Data; (2) claim any and all applicable exemptions available under the applicable FOIA Laws; (3) provide MSRB with an opportunity to claim exemptions or seek an injunction, protective order, confidential treatment or other relief; and (4) in the event that disclosure is ultimately required by a governmental entity of proper jurisdiction, limit the disclosure of the Data to the minimum legally necessary in consultation with MSRB. Academic Institution acknowledges that MSRB claims that the Data is exempt from the Freedom of Information Act in accordance with its established exemptions, including but not limited to the exemption for trade secrets and privileged and confidential commercial or financial information under 5 U.S.C. § 552(b)(4).

Section 12. Assignment; Third-Party Rights. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party shall assign (including by operation of law) this Agreement, or any of its rights or obligations hereunder without the prior

written consent of the other party. In the event of any proposed assignment by Academic Institution, it shall be a condition to any such assignment by Academic Institution that it unconditionally guarantees the payment and performance by such assignee entity of all obligations under this Agreement. Except as otherwise expressly stated in this Agreement, there are no third party beneficiaries of this Agreement.

Section 13. Arbitration; Injunctive Relief. (a) Any claim, dispute, controversy or other matter in question with regard to this Agreement that cannot be resolved by negotiation between the parties shall be submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association; provided, however, that (1) submission of any such claim, dispute, controversy or other matter in question to the American Arbitration Association shall not be required if the parties agree upon another arbitration forum, (2) the foregoing shall not preclude either party from pursuing all available administrative, judicial or other remedies for infringement of a registered patent, trademark, service mark or copyright, (3) the parties shall not submit claims for punitive damages, and do hereby waive any right to the same and (4) the arbitrators shall not be authorized to award punitive damages. In the event that arbitration is unavailable, the provisions of Section 15 regarding jurisdiction and venue shall govern. Notwithstanding the preceding or Section 15 below, (i) nothing in this Section 13 shall limit the ability of a party to seek an injunction or other equitable relief in any court having jurisdiction and (ii) a judgment in a dispute, claim, controversy, suit or proceeding may be enforced in other courts in other jurisdictions or in any other manner provided by law.

(b) Notwithstanding anything to the contrary in this Agreement, Academic Institution acknowledges that any breach of Section 1,2 or 11 would cause immediate and irreparable harm to MSRB for which monetary damages could not adequately compensate and that, in addition to all other remedies available at law or in equity, MSRB shall be entitled to injunctive relief without proof of damages or the posting of bond or other security in the event of such a breach or threatened breach.

Section 14. Amendment. Except as may be otherwise set forth herein, MSRB may modify any part of this Agreement on ninety (90) days prior written notice to Academic Institution. Academic Institution's failure to reject by written notice to MSRB the modification thirty (30) days prior to the effective date of the modification or Academic Institution's use of the Academic Data Set and/or the Data following the effective date of such modification shall be deemed to be an acceptance of the modification. Any rejection by Academic Institution of any amendment made by MSRB may, at MSRB's sole discretion, result in immediate termination of this Agreement by MSRB. Except as otherwise provided herein, no provision of this Agreement (including the Attachments) may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the parties by their respective duly-authorized officers.

Section 15. Governing Law. This Agreement shall be deemed to have been made in the District of Columbia and shall be governed by, interpreted under, construed and enforced in accordance with the laws of the District of Columbia, without reference to principles of conflicts of laws thereof. Subject to Section 13(a), each party irrevocably agrees that any legal or equitable action, suit or proceeding must be brought solely and exclusively in a court of appropriate jurisdiction in the District of Columbia and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts *in personam* and irrevocably waives any objection to such jurisdiction and venue (including, without limitation, on the basis of *forum non-conveniens*). Further, each party irrevocably consents to the service of process from any of the aforesaid

courts by mailing copies thereof by registered or certified mail, postage prepaid, to such party at its address designated pursuant to Section 19 of this Agreement, with such service of process to become effective thirty (30) days after such mailing. **Each party hereby irrevocably waives its right to a jury trial.**

Section 16. Severability. If any of the provisions of this Agreement, or the application thereof to any individual, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals or entities or circumstances other than those as to which they are invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Attorneys' Fees to the Prevailing Party. The prevailing party in any arbitration, litigation or proceeding hereunder shall be entitled to attorneys' fees.

Section 18. Entire Agreement. This Agreement, including the attachments hereto which are an integral part hereof (each an "**Attachment**" and collectively "**Attachments**"), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings with respect to the subject matter of this Agreement. Section headings in this Agreement are for convenience of reference only and shall not affect its meaning or interpretation.

Section 19. Notices. All notices required or permitted to be given under this Agreement shall be in writing, and shall be directed to the attention of the individuals identified, and shall be deemed to have been duly given upon actual receipt by the party to which it is addressed, or upon constructive receipt if sent by certified mail, return receipt requested, or nationally recognized overnight courier (signature required/signed delivery receipt), to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party hereto:

- (a) **If to Academic Institution:** To the Notices Address specified on the signature page of this Agreement.
- (b) **If to MSRB:**

Municipal Securities Rulemaking Board
1300 I Street NW, Suite 1000
Washington, DC 20005
Attention: Director of Research

With a mandatory copy to:
Municipal Securities Rulemaking Board
1300 I Street NW, Suite 1000
Washington DC 20005
Attention: Legal Department-Contracts

Section 20. Counterparts. This Agreement may be executed in one or more counterparts, which shall each be considered an original, but all of which together shall constitute one and the same agreement. Delivery of signatures by facsimile, PDF/digital file or other reliable means shall be of equal force as delivery of original signatures.

Section 21. Certain Definitions. As used in this Agreement, the following defined terms shall have the following meanings:

Academic Data Set: Certain post-trade municipal securities transaction data as hereinafter described, covering a period of twelve (12) consecutive months as is specified on Attachment B; provided, however, that (i) data shall be aged at least three (3) years, such that the earliest date for which data shall be available shall be the third anniversary of the first day of the last fully expired calendar month and (ii) data shall exclude List Offering Price/Takedown Transactions (as those terms are defined in MSRB Rule G-14). Data shall consist of trade reports for specific trade dates: with data as of three (3) years (or more) after that trade date, including the trade date, the CUSIP number of the issue traded, a short description of the issue, the size of the transaction, the time of trade as reported by the dealer, the price of the transaction, the dealer-reported yield (if any), a designation as to whether the transaction is a sale by a dealer to a customer, a purchase from a customer, or an inter-dealer trade, and a masked (anonymized) Dealer Identifier for each broker, dealer or municipal securities dealer effecting, reporting or otherwise taking part in or involved with such trade. Such data is provided to MSRB pursuant to MSRB Rule G-14, on reports of sales and purchase, which requires brokers, dealers and municipal securities dealers to, among other things, report certain inter-dealer transactions and customer transactions in municipal securities to MSRB.

Academic Institution: The entity, which is an institution of higher education, executing this Agreement.

Audit Period: The Term of this Agreement plus five (5) years after the termination or expiration of this Agreement.

Authorized Use: Shall have the meaning set forth in Section 1 as supplemented by Attachment A to this Agreement.

Business Days: Those days on which the System is operating and accepting transactions.

Claims or Losses: Any and all liabilities, obligations, losses, damages, penalties, claims, costs, judgments, and expenses of whatever nature, whether incurred by or issued against an indemnified party, including (i) indirect, special, punitive, consequential, or incidental losses or damage and (ii) administrative costs, litigation costs, and auditors' and in-house and outside attorneys' fees and expenses, and related disbursements.

Collaborating Institution: Shall have the meaning set forth in Section 1(b).

Confidential Information: Data, information or techniques from a disclosing party which the receiving party knows, or should know, is confidential information or which is marked as such.

Data: The Academic Data Set, as well as all Derivative Works.

Dealer Identifier: The executing broker symbol (EBS), Market Participant Identifier (MPID) or other identifier of a broker, dealer or municipal securities dealer.

Derivative Work: A work of authorship created for academic research purposes that is derived from the Academic Data Set and that (A) is not able to be reverse engineered by a reasonably skilled user into the Academic Data Set or a portion thereof or (B) does not contain a significant portion of the Academic Data Set and would not reasonably be expected to be used as a substitute for the Academic Data Set or a portion thereof or otherwise substantially diminish the potential market value of the Academic Data Set; provided, that it is acknowledged that Derivative Work shall not include (and Academic Institution is not granted a license to use the Academic Data Set in whole or in part) for purposes of creating or operating a system (such as an integrated data set and software tools to be used for data access and analysis via the Internet) or service (such as an information service).

Device: Any equipment which uses, processes or receives the Academic Data Set (or portion thereof).

Internal Users: Those employees and contractors of Academic Institution and students enrolled at Academic Institution who are listed on Attachment A.

Research Recipients: Those individuals or entities, excluding Internal Users, to whom an Academic Institution provides (or provides access to) Derivative Works in accordance with the terms and conditions of this Agreement.

System: MSRB's Real-Time Transaction Reporting System ("**RTRS**").

Term: Shall have the meaning set forth in Section 10 of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Academic Institution executes this Agreement intending to be legally bound, and represents and warrants that the person signing on its behalf is duly authorized to do so.

Academic Institution:

(Print Full/Formal Name of Academic Institution Above)

By: _____
(Signature of Authorized Signer Above)

Printed Name: _____

Title: _____

Date: _____, 20____

Notices Address for Academic Institution:

Name of
Academic Institution: _____

Address: _____

Attention (Name, Title): _____

Accepted and Agreed:

Municipal Securities Rulemaking Board

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

**Attachment A
to Municipal Securities Rulemaking Board
Academic Historical Transaction Data Product Agreement¹**

ACADEMIC INSTITUTION INFORMATION

Academic Institution (<i>Complete full/formal name. It should be the same as Academic Institution Name Completed on the Signature Page to the Agreement</i>):	
Street Address:	
City/State/ZIP:	
Country:	
Primary Contact for MSRB questions regarding Attachment A (<i>Note: The contact must be an Internal User listed below.</i>):	
Primary Contact Phone:	
Primary Contact Email:	

Modified Attachment A: If this Attachment A modifies an existing, previously accepted Attachment A, please indicate that by checking the following box:

REQUESTED INTERNAL USERS AND USE

Internal User's Name/Title and Role	Description of (1) Study or Project <u>and</u> (2) Use of Data	Academic Data Set Period (beginning month/year through month/year)

¹ Academic Institution may modify this Attachment A with additions or deletions from Internal Users and their associated Study or Project/Use of Data by providing MSRB with written notice (pursuant to Section 19) of any changes to that information and a copy of the revised Attachment A (which changes shall be effective upon acceptance by MSRB); provided, that Academic Institution shall not permit any use of the Academic Data Set by a new Internal User or for a new or modified Study or Project/Use unless and until MSRB has agreed to such changes in writing.

Academic Institution hereby confirms that such Study or Project/Use of Data is solely for purposes of creation of Derivative Work as defined in the Agreement.

THIS ATTACHMENT A SHALL BE DEEMED TO BE ATTACHED TO AND INCORPORATED INTO THE MSRB ACADEMIC HISTORICAL TRANSACTION DATA PRODUCT AGREEMENT EXECUTED BY THE UNDERSIGNED ACADEMIC INSTITUTION. ANY UNAUTHORIZED MODIFICATION SHALL BE DEEMED A MATERIAL BREACH OF THE ACADEMIC HISTORICAL TRANSACTION DATA PRODUCT AGREEMENT TO WHICH IT IS ATTACHED AND SHALL SUBJECT THE UNDERSIGNED TO ANY AND ALL REMEDIES SET OUT THEREIN FOR BREACH (IN ADDITION TO ALL OTHER REMEDIES AVAILABLE).

Academic Institution executes this Attachment A intending to be legally bound and represents and warrants that the person signing on its behalf is duly authorized to do so, and the individual signing below certifies on behalf of Academic Institution that the information provided in this Attachment A is true, accurate and complete.

Academic Institution:

 (Print Full/Formal Name of Academic Institution Above)

By: _____
 (Signature of Authorized Signer Above)

Printed Name: _____

Title: _____

Date: _____, 20____

Attachment B
to Municipal Securities Rulemaking Board
Academic Historical Transaction Data Product Agreement

ORDER SCHEDULE

ACADEMIC DATA SET

Please indicate in the space provided below the data that Academic Institution wishes to license as an Academic Data Set under this Agreement.

- *As to each data set, complete the month and year information in the spaces indicated below. A data set covers a twelve (12) consecutive complete month period; provided, that data shall be aged at least three (3) years, such that the earliest date for which data shall be available shall be the third anniversary of the first day of the last fully expired calendar month. For example, if today's date were July 4, 2016, data would be available for June 2013 and prior months.*
- *Academic Institution may order data for multiple twelve consecutive month periods.*
- *Data is not available for any dates prior to February 2005.*

Academic Data Set:

Beginning with the month/year: _____

Through and including month/year: _____

FEES (Any applicable fees do not include sales tax.)

Data Set Fee: The Academic Data Set is made available for a fee of \$500 per twelve-month data set. (This fee is a one-time charge per data set, and does not include/cover any future additions or enhancements that may be added to the data.)

Initial Set-Up Fee: Academic Institution must pay a one-time initial set-up fee of \$500; provided, however, that this set-up fee shall **not** apply if Academic Institution previously contracted with MSRB to receive an MSRB historical data product or is a current subscriber to an MSRB Subscription Service which includes the following: the MSRB Real-Time Transaction Data Subscription Service, Comprehensive Transaction Data Subscription Service, Short-Term Obligation Rate Transparency Subscription Service, Primary Market Disclosure Subscription Service or Continuing Disclosure Service.

Following payment of the one-time initial set-up fee (or if it is inapplicable), the ordered data set(s) will be delivered by MSRB within thirty (30) days of MSRB's receipt of the Order Schedule relating thereto and payment of the applicable Data Set Fee(s).

When ordering/submitting an Order Schedule, please complete the following information as to total fees:

Initial Set Up Fee (\$500, if applicable): \$ _____

Data Set Fee (\$500) x Number of Data Sets Ordered: \$ _____

If Academic Institution is located in Washington, DC,
add applicable sales tax of 5.75%: \$ _____

TOTAL DUE: \$ _____

Payment in full is due at the time of Academic Institution's order. Payment may be made (1) by check or money order to the Check Remittance Address specified on MSRB's website, (2) by ACH electronic payment as specified on MSRB's website or (3) if the total due is not over \$5,000, by credit card as specified on MSRB's website. The Check Remittance Address and other payment instruction information is located at <http://msrb.org/Regulated-Entities/MSRB-Registration/Bill-Payment-Information.aspx>

DELIVERY INFORMATION

Note that the person indicated below must be an Internal User included on Attachment A.

Name of Internal User: _____

Such person's Address at
Academic Institution: _____

Telephone # of Internal User: _____

Email address of Internal User: _____

SHIPPING METHOD:

Please choose a shipping method by checking the box next to it, and then provide any requested information in the space indicated.

Standard Shipping

Certified USPS Mail (free) standard 5-7 business day delivery

Express Shipping

If Academic Institution wishes to have its package express shipped by UPS or Fed Ex, Academic Institution must provide MSRB with the Academic Institution's UPS or Fed Ex account # and other information requested below. The shipping expense will be billed to the provided UPS or FedEx account. If Academic Institution requests express shipping, the package will be delivered next business day by end of day. By selecting an express shipping method and providing the account information requested below, Academic Institution authorizes MSRB to bill the account for the applicable shipping charges and represents that it has the legal right to use such account.

UPS

UPS Account Number: _____

Name on Account: _____

Address on Account: _____

Academic Institution Phone Number for Account: _____

FEDEX

FedEx Account Number: _____

Name on Account: _____

Address on Account: _____

Academic Institution Phone Number for Account: _____

THIS ATTACHMENT B SHALL BE DEEMED TO BE ATTACHED TO AND INCORPORATED INTO THE MSRB ACADEMIC HISTORICAL TRANSACTION DATA PRODUCT AGREEMENT EXECUTED BY THE UNDERSIGNED ACADEMIC INSTITUTION. ANY UNAUTHORIZED ORDER SHALL BE DEEMED A MATERIAL BREACH OF THE ACADEMIC HISTORICAL TRANSACTION DATA PRODUCT AGREEMENT TO WHICH IT IS ATTACHED AND SHALL SUBJECT THE UNDERSIGNED TO ANY AND ALL REMEDIES SET OUT THEREIN FOR BREACH (IN ADDITION TO ALL OTHER REMEDIES AVAILABLE).

Academic Institution executes this Attachment B intending to be legally bound and represents and warrants that the person signing on its behalf is duly authorized to do so.

Academic Institution:

(Print Full/Formal Name of Academic Institution Above)

By: _____
(Signature of Authorized Signer Above)

Printed Name: _____

Title: _____

Date: _____, 20____

Attachment C
to Municipal Securities Rulemaking Board
Academic Historical Transaction Data Product Agreement

COLLABORATION ADDENDUM

This **Collaboration Addendum** (this “**Addendum**”) is an addendum to the Academic Historical Transaction Data Product Agreement (the “**Agreement**”) between MSRB and the undersigned Sharing Institution (as defined below). Capitalized terms used but not defined herein have the meanings given such terms in the Agreement.

WHEREAS, Academic Institution that is identified below as the Sharing Academic Institution (“**Sharing Institution**”) would like certain of its Internal Users under its Agreement to collaborate with Internal Users of Academic Institution that is identified below as the “Collaborating Academic Institution” (“**Collaborating Institution**”) and to share Derivative Work(s) solely for that purpose; and

WHEREAS, Collaborating Institution wishes to so collaborate and receive the Derivative Work(s) from Sharing Institution.

NOW, THEREFORE, the parties signing below hereby agree as follows:

1. **Precondition.** In no event shall Sharing Institution provide (or permit its Internal Users to provide) to Collaborating Institution any unpublished (with published having the meaning given in Section 6(b) of the Agreement) Derivative Work unless and until this Collaboration Addendum has been signed below by each Academic Institution and accepted/countersigned and delivered by MSRB. Under no circumstances shall Sharing Institution share (or permit its Internal Users to share) the Academic Data Set with Collaborating Academic Institution (nor shall Collaborating Institution knowingly accept the Academic Data Set).
2. **Application of Existing Agreement.** With respect to each Academic Institution signing this Addendum, the Derivative Work, and the use thereof, are and shall be subject to the terms and conditions of the Agreement, which shall apply except as is otherwise expressly set forth herein, and each Academic Institution signing below shall comply (and cause its Internal Users to comply) with the Agreement. For the avoidance of doubt, Collaborating Academic Institution may not further on-share with any other person or entity the Derivative Work.
3. **Sharing; Payment.** The Derivative Work(s) to be shared by Sharing Institution is named or described on the signature page hereto by Sharing Institution. It is Sharing Institution’s responsibility to ensure that the shared Derivative Work is securely transmitted to Collaborating Institution. Sharing Institution shall be responsible for payment to MSRB of the fees and charges under the Agreement.
4. **Termination.** In the event that Sharing Institution’s Agreement terminates for any reason, this Addendum (which is part of such Agreement) shall terminate and the undersigned Academic Institutions shall no longer be authorized to collaborate. Sharing Institution shall immediately cease collaborating with the other and shall immediately notify the other of the termination of the Agreement, whereupon Collaborating Institution shall immediately cease collaboration.

5. **Joint and Several Liability.** Each Academic Institution signing below agrees that it shall have joint and several liability for a breach of the Agreement arising out of, relating to or in connection with the collaboration contemplated in this Addendum.

6. **Miscellaneous.** This Addendum may be executed in counterparts, each of which when executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signatures by facsimile, PDF/digital file or other reliable means shall be of equal force as delivery of original signatures. Except as expressly otherwise expressly set forth in this Addendum, nothing in this Addendum shall be deemed to modify the Agreement and the

[signature page to collaboration addendum follows]

Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each Academic Institution listed below executes this Addendum intending to be legally bound, and represents and warrants that the person signing on its behalf is duly authorized to do so.

Sharing Academic Institution:

(Print Full/Formal Name of Academic Institution Above)

By: _____
(Signature of Authorized Signer Above)

Printed Name: _____

Title:

Date: _____, 20____

Name or Description of Derivative Work Proposed to be Shared:

Collaborating Academic Institution:

(Print Full/Formal Name of Academic Institution Above)

By: _____
(Signature of Authorized Signer Above)

Printed Name: _____

Title: _____

Date: _____, 20____

Accepted and Agreed:

Municipal Securities Rulemaking Board

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____