

**ADDENDUM TO USER AGREEMENT AND EXCHANGE DATA VENDOR AGREEMENT
TO RECEIVE BATS MTF MARKET DATA**

This Addendum to User Agreement and Exchange Data Vendor Agreement to Receive BATS MTF Market Data (this "Addendum"), with an effective date as of the date executed below, modifies the User Agreement and/or the Exchange Data Vendor Agreement (the "Underlying Agreement(s)") previously executed by and between BATS Exchange, Inc. ("Exchange") and the recipient referenced below (the "Recipient") only with regard to market data generated by the multilateral trading facility operated by BATS Trading Limited (the "BATS MTF Market Data") and provided to Recipient by the Exchange.

1. LIMITATION OF LIABILITY/DISCLAIMER OF WARRANTIES. Recipient acknowledges that the Exchange provides BATS MTF Market Data on a best efforts basis; accordingly, the Exchange, its officers, directors, shareholders, employees, agents and consultants shall not be liable to Recipient or its affiliates, or any recipient of BATS MTF Market Data retransmitted by Recipient or its affiliates, for any inaccurate or incomplete BATS MTF Market Data, nor for any delays, interruptions, errors, or omissions in the furnishing thereof, nor for any direct, indirect or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors or omissions. NOTWITHSTANDING ANY OTHER AGREEMENT BETWEEN THE EXCHANGE AND RECIPIENT, RECIPIENT EXPRESSLY ACKNOWLEDGES THAT THE EXCHANGE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO BATS MTF MARKET DATA, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER AGREEMENT BETWEEN THE EXCHANGE AND RECIPIENT, THE EXCHANGE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONSULTANTS SHALL NOT BE LIABLE TO RECIPIENT, OR ANY SUBSEQUENT RECIPIENT OF BATS MTF MARKET DATA REDISTRIBUTED BY RECIPIENT, FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF BUSINESS OR LOST PROFITS, ARISING OUT OF THE UNDERLYING AGREEMENT(S).

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their duly authorized officers.

Recipient: _____

BATS Exchange, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____