



Historical Data Product Purchase Agreement & Order Schedule Fee Waiver Addendum 1

This **Historical Data Product Purchase Agreement & Order Schedule Fee Waiver Addendum 1** ("Addendum") is entered into on the effective date stated below ("**Effective Date**") by and between the **Municipal Securities Rulemaking Board** ("**MSRB**") located at 1300 I Street NW, Suite 1000, Washington, DC 20005 and the not-for-profit purchaser identified below ("**NFP Purchaser**"):

NFP Purchaser: _____
Address: _____

CUSIP License (Y/N): _____

Contact Person: _____
Researcher: _____
Effective Date: _____
Completion Date: _____

Description of Academic or Research Purpose ("Use"): _____

The parties previously entered the Historical Data Product Purchase Agreement & Order Schedule ("**Agreement**") governing the NFP Purchaser's access to and use of the Product. The NFP Purchaser is requesting a waiver of Product fees on the basis that the Use is solely for academic or research purposes and not as part of, on behalf of, in support of, in association with, or for the ultimate benefit of any commercial purpose or for-profit enterprise. Notwithstanding anything in the Agreement to the contrary, including in Section 7 and Schedule A, **upon review and approval by the MSRB and execution by the parties**, this Addendum modifies, addends and supersedes the terms and conditions of the Agreement ("**Terms**") as follows, with all other Terms continuing in full force and effect (capitalized terms not defined herein have that definition established in the Agreement):

1. Pursuant to the MSRB's regulatory authority, the MSRB hereby waives the Product fees stated in Schedule A of the Agreement. The NFP Purchaser will be responsible for any delivery costs (including media) and taxes related to provision of the Product.
2. Subject to any limitations in the Agreement, the MSRB grants the NFP Purchaser a limited, non-exclusive, non-transferable, non-sublicensable license ("**License**") to (a) use the Product solely for the Use, which is for academic or research purposes and not as part of, on behalf of, in support of, in association with, or for the ultimate benefit of any commercial purpose or for-profit enterprise, and (b) re-disseminate, disclose and use the Product solely in connection with, and in support of, any reports or publications developed consistent with the Use (collectively, "**Publications**"). The NFP Purchaser agrees to provide the MSRB with three (3) hard copies (if any are produced) and an electronic copy of the final version of any Publications without charge, and to promptly respond to MSRB inquiries regarding the timing of any Publications. The NFP Purchaser represents and warrants that the NFP Purchaser (x) will not use the Product in a manner that exceeds the License, (y) holds a CUSIP license or waiver with CGS regarding the Use, and (z) shall promptly notify the MSRB of any use of the Product in violation of the Agreement as modified by this Addendum.
3. The Agreement, including this Addendum, shall terminate at the earlier of (a) the completion date specified above, (b) notice of termination by the MSRB with or without cause, or (c) termination of the NFP Purchaser's license or waiver with CGS. Rights and obligations that by their nature are intended to survive such termination will survive. Exclusive jurisdiction and venue over any suits between the parties shall reside with the courts of competent jurisdiction located in Washington, D.C., and the laws of the District of Columbia shall govern any interpretation of the Agreement, including this Addendum, without reference to any conflicts of laws principles.

Submission of this Addendum does not guarantee approval of the NFP Purchaser's fee waiver request by the MSRB.

IN WITNESS WHEREOF, the parties, acting with proper authority, have executed this Addendum as of the Effective Date.

MUNICIPAL SECURITIES RULEMAKING BOARD

NFP PURCHASER: _____

By: _____
Name: Nanette D. Lawson
Title: Chief Financial Officer

By: _____
Name: _____
Title: _____