

# **ICE CHICAGO COLOCATION OPERATING POLICIES**

**Version 1.0**

**August 2020**

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## PREFACE

### REFERENCES

A reference in this document to:

- **“Authorised Trading Platform”** means a trading facility authorised by ICE Benchmark Administration, ICE Futures US and ICE Futures Europe (**ICE**) or their respective affiliates to operate in the ICE Chicago Colocation Centre;
- **“Clearing Member”** means a person or entity that has been authorized as a clearing member by a clearing house, as further defined in the Rules, as amended from time to time;
- **“Colocation Hall”** means the designated space for colocation services within the ICE Chicago Colocation Centre;
- **“Colocation Participant”** means any person or entity present in the ICE Chicago Colocation Centre, including but not limited to Telco Providers, Members and Clearing Members, and further clients of the same where applicable;
- **“Colocation Participant Representative”** means an employee or agent (including third parties providing services) of a Colocation Participant;
- **“ICE Chicago Colocation Centre”** means the ICE Data Services data centre located in 350 Cermak, Chicago;
- **“Fees”** means the applicable charges as set out in the published Colocation price list located at [https://www.theice.com/publicdocs/Colocation\\_Product\\_Price\\_List.pdf](https://www.theice.com/publicdocs/Colocation_Product_Price_List.pdf);
- **“Market Operator”** means ICE Benchmark Administration, ICE Futures US and/or ICE Futures Europe;
- **“Member”** means a person or individual entity (which for the avoidance of doubt does not include the entity’s affiliates) that has been admitted to a category of membership of ICE Benchmark Administration, ICE Futures US and ICE Futures Europe, as the case may be, and each having the meaning ascribed to them in the relevant Rules. For the purposes of Colocation pricing, Non-members who trade via a Broker or a Clearing Firm are considered Members and relevant Fees will apply;
- **“Non-member”** means any person or entity (which, for the avoidance of doubt, does not include the entity’s affiliates) who is not a Member;
- **“Rules”** means the rules and regulations made from time to time by a Market Operator, including policies and procedures made under those rules and regulations;
- **“Telco Provider”** is a third-party provider of direct access connectivity that is located within the Digital Reality meet me room, selling circuits or empty bandwidth. For the avoidance of doubt, market data is not considered direct access connectivity services;
- **“Visitor”** is a Colocation Participant Representative or other visitor to the ICE Chicago Colocation Centre.

The following lists the associated documents which either should be read in conjunction with this document or which provide other relevant information:

- ICE Data Services General Terms & Conditions
- ICE Data Services Additional Terms - Colocation
- ICE Global Network Service Provider Policy

All the documents listed above can be found on the following URL: <https://www.theice.com/data-services/global-network/documents>.

### CONTACT INFORMATION

Colocation Participants should contact Data Centre Operations team to resolve physical data centre colocation support requests.

**Chicago Data Centre Operations:**

Telephone: +1-312-836-6690

Email: [DC-Support-CHI@theice.com](mailto:DC-Support-CHI@theice.com)

When emailing requests, Colocation Participants should avoid responding until they have received a request number via email response. This will prevent duplicate requests and usually takes only a matter of minutes. Duplicate requests may lead to additional charges. Colocation Participants should always open requests from a work email address so that we may validate the requester's identity.

Refer to the below contact information for ICE Global Network Connectivity Support.

**Network Operations****US:** +1 770 661 0010**Europe:** +44 203 808 6638**APAC:** +61 3 8593 5999**Email:** [ClientNetworks@theice.com](mailto:ClientNetworks@theice.com)**FURTHER INFORMATION**

For Sales, Service Entitlement and Account Support:

**ICE Global Network Sales:****US:** +1 770 661 0010, Option 3**Europe:** +44 207 429 4610**APAC:** +3 9 9249 2060**Email:** [iceglobalnetwork-Info@theice.com](mailto:iceglobalnetwork-Info@theice.com)

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## **1. BUSINESS POLICY AND GUIDELINES**

### **1.1 POLICY NUMBER: CHI1.1 (TRADING PRACTICES)**

1. Except to the extent required by applicable law or regulatory requirement, this policy prohibits any Colocation Participant from engaging in and/or taking any action to develop and/or deploy and/or offer a service within the Colocation Hall which results in, or may result in the execution of a trade inside the ICE Chicago Colocation Centre using a facility other than an Authorised Trading Platform. For the avoidance of doubt, Colocation Participants shall only be permitted to use the facilities inside the ICE Chicago Colocation Centre for the purposes of executing trades on an Authorised Trading Platform.

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## 2. IMPROPER USE OF FACILITIES

### POLICY NUMBER: CHI2.0

1. Visitors are prohibited from operating, touching, opening or accessing any software, hardware or other equipment (e.g., colocation cabinets, computers and monitors) not owned or leased by the applicable Colocation Participant and located in the ICE Chicago Colocation Centre without ICE's prior consent.
2. Installation and cabling of equipment by the Colocation Participant within the ICE Chicago Colocation Centre is not permitted. Those activities will be carried out by ICE personnel. Colocation Participants shall be allowed to be on-site along with the ICE personnel to observe installation and cabling.
3. Professional equipment trolleys will be provided where appropriate and must be used for all test equipment. All rubbish is to be removed from the area after any work is carried out.
4. Mobile phones and similar equipment must be switched off before entering the ICE Chicago Colocation Centre.
5. Wireless devices are not permitted. This includes the use of wireless routers, switches and other cabinet mounted devices. Any devices found will be powered off immediately by Data Centre Operations personnel.
6. Visitors are prohibited from smoking, drinking or eating on the ICE Chicago Colocation Centre floor. There will be designated areas where Visitors will be allowed to consume food and beverages.
7. All doors to and from the ICE Chicago Colocation Centre must remain closed at all times. Doors may not be propped open at any time. No tailgating is allowed.
8. No hazardous or flammable materials (including boxes, paper, bubble wrap, etc.) may be delivered to, carried or otherwise introduced into, or stored or left at the ICE Chicago Colocation Centre. The ICE Chicago Colocation Centre is to be kept free of packaging and kept in a clean and tidy condition at all times. ICE reserves the right to discard any such materials at its discretion without notice to the Client.
9. Electrical equipment of any kind (e.g., power tools, laptop computers, etc.) that require use of an electric socket may not be either plugged into the socket or used without the consent of an authorised ICE representative.
10. No equipment shall be placed in front of emergency power stops, air conditioning units, electrical panels, fire extinguishers, fire routes or exit routes.
11. Floor tiles shall not be lifted without the written permission of authorised ICE personnel. If the removal of floor tiles is approved, this work will be carried out by ICE personnel.
12. The installation of cables or other devices under the raised floor or between cabinets is prohibited without the permission of authorised ICE personnel. If approved, this work will be carried out by ICE personnel.
13. No drilling, hacking, hot works, burning or other similar activities are allowed at the ICE Chicago Colocation Centre.

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### 3. ICE CHICAGO COLOCATION CONNECTIVITY AND CABLING POLICY

**POLICY NUMBER: CHI3.0**

1. Colocation Participants have a choice of external connectivity options to their colocation infrastructure in the ICE Chicago Colocation Centre. They can use ICE Global Networks and/or a Telco Provider for direct fibre or wireless access.
2. Connectivity from Telco Providers' equipment in the Digital Reality 2<sup>nd</sup> floor Meet Me Room to Colocation Participants in the Colocation Hall will be via the Digital Reality Meet Me Room fibre cross connect.
3. All cabling work to be performed in the shared cabinet space area shall be performed by ICE.
4. The top 2 Rack Units (RU) of any cabinet is reserved for ICE infrastructure (e.g. patch panels and power infrastructure).
5. Each Colocation Participant cabinet has a single patch panel which ICE will deliver all circuits to.
6. A Colocation Participant requesting cable trunks between their ICE assigned cabinets will be directed to an ICE approved electrical contractor.

## 4. COLOCATION PARTICIPANT VISIT AND ACCESS GUIDELINES

### 4.1 POLICY NUMBER: CHI4.1 (GUIDELINES)

1. Colocation Participant Representatives may enter the ICE Chicago Colocation Centre only in accordance with the following ICE Chicago Colocation Centre rules (the "ICE Chicago Colocation Centre Rules").
2. Colocation Participant Representatives may include third-party suppliers that provide services to the Client. In the event that ICE determines that any Colocation Participant Representatives have failed to follow any of the ICE Chicago Colocation Centre Rules, ICE may immediately deny such individual(s) access to the ICE Chicago Colocation Centre.
3. Colocation Participant Representatives may enter the ICE Chicago Colocation Centre only with the prior explicit approval of ICE. Admission to the ICE Chicago Colocation Centre is subject to the issuance of an access badge from ICE. Colocation Participant Representatives shall only be allowed onto the facility for legitimate business reasons. These reasons include access to equipment on the premises as required in the event of an operational issue arising that warrants on-site presence (emergency situations). Colocation Participant Representatives are required to prominently display the access badge while on the ICE Chicago Colocation Centre premises.
4. Colocation Participants are required to register their employees as level 1 or level 2 administrators on an administrators list to be held by ICE.

#### **Level 1 administrators have the authority:**

- To make changes to the administrators list
- To authorise access of themselves or other parties acting on their behalf into their space
- To make requests to the Data Centre Operations team for work to be undertaken within their space

#### **Level 2 administrators have the authority:**

- To gain access to the colocation facility
- To make requests to the ICE Service Desk for work to be undertaken within their space

Only registered administrators are authorised to make requests via the ICE Service Desk. Level 1 and Level 2 administrators will need to submit an email request to the ICE Service Desk. Such requests should be forwarded with a minimum of 2 business days' notice prior to the visit. The request should include:

- a. name(s) of any Visitor seeking access, including company name
- b. purpose of the access/work request
- c. expected duration of access/task
- d. time and date access/work is required
- e. information regarding any planned equipment arrival and or removal from the facility.

Colocation Participants that have an emergency situation should contact the ICE Service Desk to coordinate the emergency visit or task. A four (4) hour minimum notice should be allotted prior to any emergency visit.

5. Entry into the ICE Chicago Colocation Centre grounds will be subject to two security screenings: one at the entry gate and a second screening in the Visitors entry area. Upon arriving at the entry gate, the Visitor's name and company information needs to be presented to the security operator. The Visitor will need to present a government issued photo ID. The security operator will validate that the Visitor is expected. Unexpected visitors will not be granted access. During the screening at the entry gate, the Colocation Participant should expect canine searches of the vehicles prior to admission into the parking area.
6. All visitor bags and packages will be subject to visual inspection and electronic security inspections (magnetometer, x-ray etc).
7. Colocation Participant visitation to the ICE Chicago Colocation Centre is permitted according to the following:
  - a. Colocation Participants that occupy space in the shared area:  
Non-Emergency situations (routine maintenance):  
Monday to Friday: 6:00PM to 12:00AM Central Time  
Saturday: 8:00AM to 5:00PM Central Time  
Public holidays: 8:00AM to 5:00PM Central Time



Scenarios where the Colocation Participants needs to perform hardware and software maintenance on their servers are regarded as non-emergency situations. Related cabling and installation work shall be carried out by ICE.

- b. Emergency situations (Colocation Participant is experiencing a loss of trading into ICE markets):  
Monday to Friday 24x7x365

Emergency conditions shall be defined as situations wherein the Colocation Participant is experiencing a loss of trading services on the ICE markets. In this scenario, the emergency change control processes for each relevant market will be applicable in order to approve any work during production trading day hours. Colocation Participants shall be allowed to be on-site along with an ICE technician to facilitate immediate repairs to rectify the problem. Related cabling and installation work shall be carried out by ICE personnel.

8. An escort from the Data Centre operations team will be required to accompany the visitor within the facility at all times. Visitors that have cabinets in the shared colocation space (non-caged) will require an ICE escort during their visit to the cabinet. Upon completion of the ICE Chicago Colocation visit, the visitor will be escorted back to the reception area where the visit originated.
9. As a general rule, Colocation Participants may not make infrastructure changes during the production day to their equipment if such equipment is directly connected to the ICE production systems. Changes to such equipment may have an impact on production connectivity and services and as such must be coordinated with authorised ICE personnel.

#### **4.2 POLICY NUMBER: CHI4.2 (ICE CHICAGO COLOCATION TOUR POLICY)**

1. A tour of the ICE Chicago Colocation Centre must be sponsored by an ICE representative ("Tour Sponsor") and be approved by ICE Senior management (Director level or above).
2. Tour Sponsors shall notify the Data Centre Operations team at least three business days in advance of the visit to help expedite Visitor processing. The notification should include a list of tour attendees, and the desired areas within the ICE Chicago Colocation Centre that they will want to visit.
3. The Tour Sponsor must provide a list of the names of confirmed individuals expected to visit the facility to the Global Security Division team at least 24 hours in advance of the visit.
4. An individual may participate in a tour only if the Colocation Participant or other entity that he or she represents has executed either (a) an ICE Data Services Order Form governed by the ICE Data Services General Terms & Conditions, or (b) the ICE Data Services Non-Disclosure Agreement.
5. All individuals participating in a tour must show a government issued photo ID and are subject to all requirements set out in Sections 2, 4 and 5.
6. All visitors to the ICE Chicago Colocation Centre must comply with ICE Data Services' site policies.

## 5. PHOTOGRAPHY & VIDEO CAMERA POLICY

### **POLICY NUMBER: CHI5.1 (PHOTOGRAPHY)**

1. ICE prohibits photography (analogue, digital, still, video, camera phone or web cam) inside the ICE Chicago Colocation Centre or within the ICE Chicago Colocation Centre grounds.
2. Violation of this policy will be deemed a material breach of the underlying agreement(s) between the applicable Colocation Participant and ICE Data Services.
3. Any exception requests to this policy should be discussed with the ICE Chicago Colocation Centre manager.

### **POLICY NUMBER: CHI5.2 (VIDEO CAMERA)**

1. Colocation Participants may not install video cameras or any video devices anywhere within the ICE Chicago Colocation Centre or on the ICE Chicago Colocation Centre grounds.

## 6. STANDARD CABINET CONFIGURATIONS POLICY

### POLICY NUMBER: CHI6.1 (PHYSICAL AND HVAC)

1. Each Colocation Participant cabinet contains 45RU and is lockable.
2. Each Colocation Participant cabinet has full size doors (F/R) with swing handle - 4 digit combo lock(s). Inside dimensions are 45RU x 19" width x 30" depth which includes 2RU reserved for ICE infrastructure. All cabinet doors are HI air-flow (+56% Perf).

### POLICY NUMBER: CHI6.2 (ELECTRICAL POWER)

1. Radial circuits from power distribution units (PDUs) provide a Colocation Participant cabinet with 3kW, 4kW or 5kW of power. Each cabinet is provided with 2 dedicated feeds; one provides 'A' feed power while the other provides 'B' feed power, both supplied by a dual fed Hall PDU with a static transfer switch to fail over to the other feed when necessary without any disruption to service.
2. Each Colocation Participant cabinet is provided with two (2) L21-20 receptables.
3. Each Colocation Participant cabinet contains (2) vertically mounted APC - 7800/8800 series Rack mounted PDUs. Each PDU has thirty-six (36) IEC-320-C13 outlets and six (6) IEC-320-C19 outlets.
4. Colocation Participant-owned DC electrical equipment and cabling is not permitted.

Note: The above is for our standard installation. ICE will work with Colocation Participants to accommodate requests for non-standard configurations, subject to requirements and additional charges.

## 7. CABINET USAGE POLICY

### POLICY NUMBER: CHI7.0 (EXCESS USAGE)

Where a Colocation Participant has licensed cabinets within the Colocation Hall, each such colocation cabinet is subject to a prescribed kilowattage capacity limit ("kW Limit") set forth in the applicable connectivity agreement between ICE Data Services and the Colocation Participant ("Agreement").

In addition to any other rights and remedies available to ICE Data Services under the Agreement, if, solely according to ICE's calculations, a Colocation Participant exceeds their kW Limit (a "Breach"), ICE Data Services reserves the right in its sole discretion:

- a) for the initial Breach Month (as defined below), to issue a written notice to the Colocation Participant, setting out the Breach(es) that occurred and providing the Colocation Participant a Remedy Period;
- b) for a second Breach Month within 11 months of the initial Breach Month, to issue a written notice to the Colocation Participant, setting out the Breaches that occurred and to charge the Colocation Participant an Additional Capacity Fee (as defined below); and
- c) for a third Breach Month within 11 months of the initial Breach Month, to terminate, upon written notice to the Colocation Participant, the applicable colocation cabinet Services provided to the Colocation Participant. As an alternative, the Colocation Participant may execute a replacement Agreement upgrading their existing cabinet and/or an additional Agreement licensing further 3 kW, 4 kW or 5 kW cabinets, in order to reflect their actual kilowattage usage requirements.

For the avoidance of doubt, any Breaches that occur during the applicable Remedy Period shall not be counted towards a further Breach Month.

"Additional Capacity Fee" means a fee of \$750. For the avoidance of doubt, such Additional Capacity Fee will be payable in addition to the applicable fees payable under the Agreement.

"Breach Month" means a calendar month during which a Colocation Participant commits one or more Breaches.

"Remedy Period" means the remainder of the calendar month in which the applicable Breach notification is issued, for the Colocation Participant to remedy the cause of such Breaches.

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## 8. SHIPPING AND RECEIVING POLICY

### POLICY NUMBER: CHI8.0

1. All equipment deliveries must be pre-authorised, otherwise they will not be accepted. Notwithstanding the pre-authorisation, ICE reserves the right to reject a delivery, provided it has reasonable grounds to do so.
2. The ICE Chicago Colocation Centre delivery period is Monday to Friday (excepting bank and public holidays), between 08:00AM and 4:00PM Central Time). Out of hours deliveries will be considered on an exception basis with a minimum of two days' notice in advance of such delivery.
3. All delivered packages must include the Colocation Participant's name, an ICE contact name with for the c/o ICE. All delivered packages will be subject to security screening prior to delivery within the ICE Chicago Colocation Centre or onto the ICE Chicago Colocation Centre grounds.
4. Prior to delivery, the Colocation Participant must provide information relating to the number of packages, tracking number, size and weight of the equipment to be delivered.
5. Equipment deliveries for hardware upgrades or emergency break/fix replacement must be logged with ICE Chicago Data Centre Operations who will make arrangements for delivery of the equipment.
6. ICE will not be held responsible for International shipping duties applicable to equipment delivered to site for the use of the Client.

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## 9. REMOVAL OF EQUIPMENT FROM THE ICE CHICAGO COLOCATION CENTRE

### POLICY NUMBER: CHI9.0

1. The removal of any equipment or hardware, including computers, laptops, servers and computing accessories from the ICE Chicago Colocation Centre must be requested and will be carried out by ICE personnel. Colocation Participants shall be allowed to be onsite along with the ICE personnel to observe removal.
2. ICE reserves the right to inspect, at any time, any and all incoming and outgoing packages and other articles in the possession of any individual at the ICE Chicago Colocation Centre or on the ICE Chicago Colocation Centre grounds.

## 10. EQUIPMENT STORAGE POLICY

### POLICY NUMBER: CHI10.0

1. An equipment storage area is available for Colocation Participants to use. Colocation Participants seeking to use such storage area must notify and coordinate with the Data Centre Operations team prior to using the area. Colocation Participants may not store equipment for longer than 15 days in the storage area.
2. Colocation equipment must not be sent more than 15 days in advance of installation. If equipment storage exceeds 15 days, equipment will be returned at the Colocation Participant's expense (if no prior arrangements have been made between the Colocation Participant and ICE Data Services).

## 11. PROBLEM AND INCIDENT MANAGEMENT

### POLICY NUMBER: CHI11.0

1. All problems and incidents related to the colocation service should be submitted to the ICE Service Desk.
2. All tickets are subject to tracking by the ICE Service Desk. The ICE Service Desk will escalate all Client issues within ICE and route the issue to the appropriate support organisation for resolution.
3. All tickets will be logged with notification tracking, including email notice distribution.
4. Tickets will be closed upon resolution.



## 12. SERVICE REQUESTS (STANDARD AND EMERGENCY)

### POLICY NUMBER: CHI12.0

1. All colocation service change requests such as addition/removal of hardware and patching changes should be submitted to the ICE Data Centre Operations team.
2. Emergency service requests must be coordinated with the ICE Data Centre Operations team.
3. All Remote ("Hot") Hands support (including basic maintenance support, hardware reset, hardware replacement and visual checks) will be charged by the hour and invoiced quarterly in arrears based on the support tickets raised by Colocation Participants with the ICE Service Desk.
4. The services provided under this policy will be subject to the applicable Fees.

## **13. COMPLIANCE WITH POLICIES**

### **POLICY NUMBER: CHI13.0**

ICE shall have the right to perform audits and inspections of each Colocation Participant for the purposes of determining such Colocation Participant's compliance with these ICE Chicago Colocation Operating Policies. Such audits and inspections may include ICE, accessing a Colocation Participant's cabinets, equipment and hardware and data transmitted by a Colocation Participant.