

**ADDITIONAL TERMS SCHEDULE – BASILDON AND CHICAGO ICE COLOCATION (“COLOCATION”) AND  
BASILDON MICROWAVE ACCESS CONNECT (“MCX”) SERVICES**

**1. SERVICES**

- (a) The Colocation Services are as follows (and as set forth in the applicable Order Form):
- (1) colocation services;
  - (2) onsite Equipment installation services;
  - (3) onsite technical support services;
  - (4) the configuration of each colocation unit to the specifications (which are subject to change from time to time by the Supplier);
  - (5) such other colocation related services that may be offered, as set out in the Order Form,
- in each case, as more fully described in the applicable Service Description.
- (b) The MCX Services are as follows (and as set forth in the applicable Order Form):
- (1) onsite Equipment installation services in the cabinet(s); and
  - (2) onsite technical support services.
- (c) In this Additional Terms Schedule: (1) “Data Centre” means either the European Liquidity Centre (“Basildon”) or the ICE Chicago Colocation Center (“Chicago”) at which the Supplier provides the applicable Service (as set out in the Order Form); and (2) “Service Description” means, (i) in respect of Basildon, the document entitled ‘ICE Global Network European Liquidity Centre Colocation Operating Policies’, and (ii) in respect of Chicago, the document entitled ‘ICE Chicago Colocation Operating Policies’ (collectively, the “Operating Policies”). Both documents can be found on the ICE website at <https://www.ice.com/data-services/global-network/documents>.

**2. CLIENT RESPONSIBILITIES**

- (a) Prior to the provision of the Service, the Client shall: (1) complete and return to the Supplier a detailed diagram of the layout of the equipment it wishes the Supplier to install within the cabinet(s); (2) provide a connectivity schematic to aid the Supplier personnel in building and fitting the equipment within the cabinet(s); and (3) at least five (5) business days before the proposed installation date, provide to the Supplier completed documentation (including, without limitation, connectivity schema, layout of equipment and other relevant information) (collectively, “the Specifications”). This paragraph 2(a) shall not apply where the Client’s equipment will be located in a segregated (i.e., “caged”) area within the Data Centre, if available, and the Client will be installing its equipment in such area, in each case, as set out in the Order Form.
- (b) All equipment must comply with the Specifications. The Supplier reserves the right to decline to install any equipment that does not comply with the Specifications.
- (c) The Client shall monitor and maintain all relevant telecommunications circuits and immediately report all operational issues arising in connection therewith to the Supplier in writing.
- (d) The Client shall place and track circuit orders with the applicable and appropriate telecommunications provider(s), unless such Service is provided by the Supplier.
- (e) Except as provided in the Operating Policies, the Client shall not install any equipment nor leave any equipment or documentation in any colocation cabinets.

- (f) The Client shall include a Supplier-designated reference number pertaining to each circuit or MCX the Client installs on all company correspondence, work requests and packages related to the Service.
- (g) The Client must adhere to the Operating Policies. The Client acknowledges that the Operating Policies may contain different requirements in respect of different Data Centres.
- (h) With regard to the MCX Service, the Client shall arrange for the installation and on-going maintenance of its equipment located on the roof platform provided by the Supplier. Client access for installation and maintenance of Client equipment on such roof platform is at the discretion of the Supplier and as set out in the Operating Policies.
- (i) The Client shall have and maintain for the term of the applicable Order Form, at least the minimum amount of insurance required under applicable law for its employees and be responsible for any damages caused by third parties acting on the Client's behalf while in any Data Centre. In the event that the Client will be conducting work or services (including, without limitation, maintenance and/or support) at facilities of the Supplier (including in any Data Centre), the Client shall (or in the case of subcontractors of the Client, the Client shall cause its subcontractors to) keep in full force and effect and maintain, at no additional cost to the Supplier, the following policies of insurance with limits no less than those set forth below:
- Insurance policies required with respect to Chicago:
    - Fidelity/Crime with limits of no less than \$2,000,000 per occurrence providing coverage for any loss sustained by the Supplier or a Supplier Affiliate as a result of any dishonest act by the Client's officers, employees, agents or subcontractors (whether acting alone or in collusion with others), including theft, forgery, alteration or transfer of funds (electronically or otherwise). The Supplier and its specified Affiliates must be included as loss payees as their interests may appear.
    - Commercial General Liability with limits of no less than \$1,000,000 per occurrence; \$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate. The general aggregate must apply separately to each location. The Supplier and its specified Affiliates must be included as additional insureds (including products and completed operations). The insurance maintained by the Client will be primary and non-contributory to any insurance maintained by the Supplier and its specified Affiliates. The Client's insurance must contain a Waiver of Subrogation in favor of the Supplier and its specified Affiliates.
    - Business Automobile Liability with limits no less than \$1,000,000 each accident for bodily injury and property damage combined. Such coverage will extend to all owned, hired, and non-owned vehicles. The Supplier and its specified Affiliates must be included as an Additional Insured. The Client's insurance must contain a Waiver of Subrogation in favor of the Supplier and its specified Affiliates.
    - Workers Compensation covering the Client's employees pursuant to applicable U.S. State and Federal laws and at the statutory limits required by these laws, and Employers Liability coverage for limits no less than \$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease. The Client's insurance must contain a waiver of subrogation in favor of the Supplier and its specified Affiliates.
    - Umbrella/Excess Liability providing excess liability coverage with limits no less than \$5,000,000 per occurrence. The Umbrella policy will apply excess of the primary coverage limits for Commercial General Liability and Employers Liability. The Supplier and its specified Affiliates must be included as additional insureds. The insurance maintained by the Client will be primary and non-contributory to any insurance maintained by Supplier and its specified Affiliates. The Client's insurance must contain a waiver of subrogation in favor of the Supplier and its specified Affiliates.

- Property providing special peril (“all risks”) coverage on the Client’s property while at a Data Centre. The Client’s property policy must include a waiver of subrogation in favor of the Supplier and its specified Affiliates.
    - Insurance policies required with respect to Basildon:
  - Fidelity/Crime with limits of no less than GBP 2,000,000 per occurrence providing coverage for any loss sustained by the Supplier or a Supplier Affiliate as a result of any dishonest act by the Client's officers, employees, agents or subcontractors (whether acting alone or in collusion with others), including theft, forgery, alteration or transfer of funds (electronically or otherwise). The Supplier and its specified Affiliates must be included as loss payees as their interests may appear.
  - Public Liability and Products Liability with limits of no less than GBP 5,000,000 per occurrence; GBP 5,000,000 products and completed operations aggregate and GBP 2,000,000 general aggregate. The general aggregate must apply separately to each location. The Supplier and its specified Affiliates must be included as additional insureds (including products and completed operations). The insurance maintained by the Client will be primary and non-contributory to any insurance maintained by the Supplier and its specified Affiliates. The Client’s insurance must contain a Waiver of Subrogation in favor of the Supplier and its specified Affiliates.
  - Employers Liability covering the Client's employees coverage for limits no less than GBP 5,000,000 each accident. The Client’s insurance must contain a waiver of subrogation in favor of the Supplier and its specified Affiliates.
  - Umbrella/Excess Liability providing excess liability coverage with limits no less than GBP 5,000,000 per occurrence. The Umbrella policy will apply excess of the primary coverage limits for Public Liability and Products Liability. The Supplier and its specified Affiliates must be included as additional insureds. The insurance maintained by the Client will be primary and non-contributory to any insurance maintained by the Supplier and its specified Affiliates. The Client’s insurance must contain a waiver of subrogation in favor of the Supplier and its specified Affiliates.
  - Property providing special peril (“all risks”) coverage on the Client’s property while at a Data Centre. Client’s property policy must include a waiver of subrogation in favor of the Supplier and its specified Affiliates.
- (j) Upon request by the Supplier, the Client will furnish to the Supplier certificates of insurance evidencing that the policies required in paragraph 2(i) above are in full force and effect. Each certificate shall provide that the issuing insurance company shall provide the Supplier with no less than 30 days written notice prior to cancellation of the policies. The requirements set forth above as to types, limits and approval of insurance coverage to be maintained by the Client shall not in any manner limit the liabilities and obligations assumed by the Client under the applicable Order Form. Failure by the Supplier to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the Supplier to identify a deficiency from evidence that is provided, shall not be construed as a waiver of the obligation to maintain such insurance.

### **3. FAULT REPORTING**

- (a) In the event that material faults with respect to the Service are found, the Client may report such faults in accordance with the ICE Data Services Connectivity Support Customer Guidelines, a copy of which is given to each Client and which can be requested at any time from the Client’s account representative.
- (b) Requests for work to be performed by the Supplier should be submitted to Data Centre Operations, per the Operating Policies. Subject to written or real-time instructions from the Client, the Supplier shall provide the following remedial services, as necessary:

- physical checks of the Client’s equipment;
  - reset of the Client’s equipment, as directed;
  - replacement of cables, as necessary (Client-supplied cables); and
  - replacement of equipment, as necessary (Client-supplied equipment).
- (c) In the event that the Supplier determines that additional remedial actions are required, the Client shall provide an engineer, who shall be subject to the Operating Policies.

#### **4. BUSINESS CONTINUITY**

The Supplier and its Affiliates reserve the right to change from time to time the physical location of the matching engine for any market operated by the Supplier or any of its Affiliates, including, without limitation, in the event of a disaster and for the purpose of testing the Supplier’s or any of its Affiliate’s business continuity plans and procedures.

#### **5. GENERAL**

- (a) The Supplier may, upon giving reasonable prior written notice to the Client, relocate the Client’s equipment within the Data Centre at which such equipment is located, or require the Client to do so. The Supplier shall, to the extent practicable, schedule any such relocation to minimise disruptions to the Service.
- (b) Nothing in this Additional Terms Schedule, the Agreement or the provision of the Service constitutes or creates a leasehold interest or any other enduring interest (whether legal or equitable) in any Data Centre.
- (c) The parties agree that the Client shall have the use of any Data Centre as a non-exclusive bare licensee and the Client shall vacate each Data Centre upon the expiration or earlier termination of the applicable Order Form.