



ICE CHICAGO COLOCATION OPERATING POLICIES

Version 1.1

Effective June, 2022

PREFACE

REFERENCES

A reference in this document to:

- **“Authorized Trading Platform”** means a trading facility authorized by a Market Operator or their respective affiliates to operate in the ICE Chicago Colocation Center;
- **“Benchmark Administrator”** means ICE Benchmark Administration;
- **“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 Center;
- **“Colocation Participant”** means any person or entity present in the ICE Chicago Colocation Center, including but not limited to Members, Clearing Members and IBA License Holders, 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;
- **“IBA License Holder”** means a person or individual entity (which for the avoidance of doubt does not include the entity’s affiliates) that has been approved to receive the data published by ICE Benchmark Administration in a raw format;
- **“ICE”** means Intercontinental Exchange Inc., parent of Intercontinental Exchange Holdings, Inc. and its affiliates;
- **“ICE Chicago Colocation Center”** means the ICE data center located in 350 East 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;
- **“Market Operator”** means Creditex, ICE Bonds, ICE Swap Trade, ICE OTC Energy, ICE NGX, ICE Singapore, ICE Endex, ICE Abu Dhabi, 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 a Market Operator, 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 or Benchmark Administrator, 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 Center.

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 & MCX
- ICE Global Network Service Provider Policy

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

CONTACT INFORMATION

Colocation Participants should contact the Data Center Operations team to resolve physical data center colocation support requests.

Chicago Data Center Operations:

Telephone: +1-312-836-6690

Email: 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

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

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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 Center using a facility other than an Authorized Trading Platform. For the avoidance of doubt, Colocation Participants shall only be permitted to use the facilities inside the ICE Chicago Colocation Center for the purposes of executing trades on an Authorized Trading Platform.

2. IMPROPER USE OF FACILITIES

2.1 POLICY NUMBER: CHI2.1

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 Center without ICE's prior written consent.
2. Installation and cabling of equipment by the Colocation Participant within the ICE Chicago Colocation Center is permitted.
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. 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 Center Operations personnel.
5. Visitors are prohibited from smoking, drinking or eating on the ICE Chicago Colocation Center floor. There will be designated areas where Visitors will be allowed to consume food and beverages.
6. All doors to and from the ICE Chicago Colocation Center must remain closed at all times. Doors may not be propped open at any time. No tailgating is allowed.
7. 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 Center. The ICE Chicago Colocation Center 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.
8. 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 authorized ICE representative.
9. No equipment shall be placed in front of emergency power stops, air conditioning units, electrical panels, fire extinguishers, fire routes or exit routes.
10. Floor tiles shall not be lifted without the written permission of authorized ICE personnel. If the removal of floor tiles is approved, this work will be carried out by ICE personnel.
11. The installation of cables or other devices under the raised floor or between cabinets is prohibited without the permission of authorized ICE personnel. If approved, this work will be carried out by ICE personnel.
12. No drilling, hacking, hot works, burning or other similar activities are allowed at the ICE Chicago Colocation Center.

3. ICE CHICAGO COLOCATION CONNECTIVITY AND CABLING POLICY

3.1 POLICY NUMBER: CHI3.1

1. Colocation Participants have a choice of external connectivity options to their colocation infrastructure in the ICE Chicago Colocation Center. They can use ICE Global Network and/or a Telco Provider for direct fiber or wireless access.
2. Connectivity from Telco Providers' equipment in the Digital Reality 2nd floor Meet Me Room to Colocation Participants in the Colocation Hall will be via the Digital Reality Meet Me Room fiber cross connects.
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 to which ICE will deliver all circuits.
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 Center only in accordance with the ICE Chicago Colocation Center rules set forth in this document, including without limitation in this policy number 4 (the "ICE Chicago Colocation Center Rules").
2. Colocation Participant Representatives may include third-party suppliers that provide services to the Colocation Participant. In the event that ICE determines that any Colocation Participant Representatives have failed to follow any of the ICE Chicago Colocation Center Rules, ICE may immediately deny such individual(s) access to, or remove such individual(s) from, the ICE Chicago Colocation Center.
3. Colocation Participant Representatives may enter the ICE Chicago Colocation Center only with the prior explicit approval of ICE. Admission to the ICE Chicago Colocation Center 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 Center 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 authorize access of themselves or other parties acting on their behalf into their space
- To make requests to the Data Center 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 authorized 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. All Visitors entering the building must badge into the North or South Lobby Security Desk. First time visitors will need to apply for a new security badge by contacting the ICE Service Desk.
6. The Customer must notify the ICE Data Center team, via a Service Now ticket (CC), if a Colocation Participant Representative tests positive for Covid-19 within 14 days of visiting the ICE Chicago Colocation Center. Entry into the ICE Chicago Colocation Center by a Colocation Participant Representative shall be deemed to constitute agreement to these present Colocation Policies, including this notification requirement by the Client.
7. After the entry request is granted but prior to entering the ICE Chicago Colocation Center, each Colocation Participant Representative must respond to health screening questions and take a temperature check. If the answer to all health screening questions is NO and the Colocation Participant Representative's measured temperature is less than 100.4 degrees Fahrenheit, then the Colocation Participant Representative may enter the ICE Chicago Colocation Center. If any answer to one or more questions is YES and/or the Colocation Participant Representative's measured temperature exceeds 100.4 degrees Fahrenheit, he or she will be prohibited from entering the ICE Chicago Colocation Center.
8. All Visitors entering the ICE Chicago Colocation Center must wear an N95 or KN95 mask. Masks will not be provided by ICE.

9. Colocation Participant visitation to the ICE Chicago Colocation Center is permitted 24x7x365 with security badge access.
10. 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 authorized ICE personnel.

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

1. A tour of the ICE Chicago Colocation Center 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 Center 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 Center 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. Tours may be requested by contacting your sales representative or icglobalnetwork-info@theice.com with requested dates and times, who will respond with confirmation or alternate dates / times if requested time cannot be supported.
5. 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.
6. 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.
7. All visitors to the ICE Chicago Colocation Center must comply with ICE Data Services' site policies.

5. PHOTOGRAPHY & VIDEO CAMERA POLICY

5.1 POLICY NUMBER: CHI5.1 (PHOTOGRAPHY)

1. ICE prohibits photography (analog, digital, still, video, camera phone or web cam) inside the ICE Chicago Colocation Center or within the ICE Chicago Colocation Center 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 Center manager.

5.2 POLICY NUMBER: CHI5.2 (VIDEO CAMERA)

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

6. STANDARD CABINET CONFIGURATIONS POLICY

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

1. Each Colocation Participant cabinet contains 47RU 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 47RU x 19" width x 30" depth which includes 2RU reserved for ICE infrastructure. All cabinet doors are HI air-flow (+56% Perf).

6.2 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 receptacles.
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.
5. Colocation Participants are strongly encouraged to use both redundant power feed sources provided to them in their colocation cabinets to mitigate the impact from power equipment failures.

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

7.1 POLICY NUMBER: CHI7.1 (EXCESS USAGE)

1. Where a Colocation Participant has licensed cabinets within the Colocation Hall, each such colocation cabinet is subject to a prescribed kilowatt capacity limit ("kW Limit") set forth in the applicable connectivity agreement between the relevant ICE entity and the Colocation Participant ("Agreement").
2. 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 3kW,4kW or 5kW cabinets, in order to reflect their actual kilowattage usage requirements.
3. 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.

8. SHIPPING AND RECEIVING POLICY

8.1 POLICY NUMBER: CHI8.1

1. All equipment deliveries must be pre-authorized, otherwise they will not be accepted. Notwithstanding the pre-authorization, ICE reserves the right to reject a delivery, provided it has reasonable grounds to do so.
2. The ICE Chicago Colocation Center delivery period is Monday to Friday (except 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 and c/o ICE. All delivered packages will be subject to security screening prior to delivery within the ICE Chicago Colocation Center or onto the ICE Chicago Colocation Center 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 Center 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 the site for the use of the Client.

9. REMOVAL OF EQUIPMENT FROM THE ICE CHICAGO COLOCATION CENTER

9.1 POLICY NUMBER: CHI9.1

1. 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 Center or on the ICE Chicago Colocation Center grounds.

10. EQUIPMENT STORAGE POLICY

10.1 POLICY NUMBER: CHI10.1

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 Center 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

11.1 POLICY NUMBER: CHI11.1

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 organization 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)

12.1 POLICY NUMBER: CHI12.1

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

13. COMPLIANCE WITH POLICIES

13.1 POLICY NUMBER: CHI13.1

1. 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.

14. DOCUMENT HISTORY

Document Version	Date	Change Description
1.0	February 2021	Initial version
2.0	April 2022	Policy Update on A & B Power Feeds