

ICE DATA QUOTE VENDOR AGREEMENT FAQs

These FAQs are provided to Persons who sign a Quote Vendor Agreement with ICE Data (Quote Vendor or QV) as a helpful resource to clarify common questions on the Quote Vendor Agreement (QVA). The FAQs reflect ICE Data's current policies and processes as of the date of publication of these FAQs, however such policies are subject to change. The FAQs are not exhaustive, nor do they purport to provide the complete or only responses to certain questions. Quote Vendors should continue to work closely with ICE Data and refer any additional questions to: QV_commercial@ICE.com.

1. Are QVs required to get approval for each QV product, prior to distribution of the Pricing Data in a QV product? Is approval needed to approve each client wishing to access the Pricing Data through an approved QV product?

QVs are required to fill out Schedule 11 of the QVA which provides a description of QV's distribution platforms and products distributing the Pricing Data. The ICE Dashboard lists all currently approved products for each QV, and QV should update Schedule 11 of the QVA as necessary with appropriate product details. Once QV's products are listed on the ICE Dashboard, QV does not need additional approvals for clients wishing to access the Pricing Data unless such clients or Subscribers intend to use the Pricing Data for internal or external datafeeds or to create Derived Data. Any additional queries should be directed to the ICE Data team at: GDS-IFEXCHANGES@theICE.com.

2. Are QVs required to distribute all ICE Data Pricing Data made available to us by ICE Data?

Effective as of the date that Direct Connect QV has executed the July, 2021 QVA, Direct Connect QVs are expected to distribute the Pricing Data for all standard contracts received from ICE Data in the Packages licensed to the Direct Connect QV by ICE Data pursuant to Section 3.2 of the QVA, unless QV notifies ICE Data of a legitimate reason that is consistent with industry-wide QV standard practices. QV will send a written notice to ICE Data detailing such reason no later than fifteen (15) days prior to the contract launch date. ICE Data and QV will use good faith efforts to work together and escalate any issues, and to come to agreement on QV's distribution of such Pricing Data. QV shall use commercially reasonable efforts to launch such Pricing Data by the standard contract launch date. In order to facilitate such distribution, ICE Data will work collaboratively and closely with its Direct Connect QVs, including with respect to technical concerns and product launch communications.

3. The QV may have various teams who need access to the ICE Data Pricing Data in order to develop, support and maintain the data within the QVs systems. Is there a fee associated with this type of internal usage?

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QV may permit a reasonable number of fee waivers for ICE Data approved internal uses. The QV should submit the users and basis for the fee waiver request in writing to ICE Data, which will then determine whether such Units of Count fees will be waived, and provide such approval in writing. Units of Count which are waived must still be included in QV's reporting. Examples of acceptable fee waivers may include:

- quality control or control monitoring, for instance if QV's internal users access the Pricing Data in order to ensure the correct functioning of the Display Device and/or to confirm the Pricing Data is free from error or represented in compliance with the QVA; or
- in the case of marketing or promoting the QV's Display Device or the Pricing Data to potential Subscribers, make available the Pricing Data solely through QV's Display Device for a limited period of time to promote such service.

4. Is it permitted for QV's Subscribers to use analytic tools with Pricing Data on a Display Device without obtaining a license for Derived Data usage or report such usage as a DataFeed Environment?

Yes, solely if the analytic tool is used within the Display Device, by a single Authorized User with a single password and additional log on controls in place which prevent further internal or external redistribution of the Pricing Data or of any data created by the Pricing Data in the analytic tool. The QV will continue to report and pay for such access to the Real Time Pricing Data.

5. What if I have previously approved ICE Subscriber Agreements and/or Datafeed Access Declarations, are they still valid under the new QVA?

If approved in writing by ICE Data, previously approved ICE Subscriber Agreements and/or Datafeed Access Declarations which still contain accurate information are acceptable under the new QVA. Such forms are still subject to ICE Data's ability to terminate any Subscriber under Section 9 of the QVA.

6. After termination of the QVA, do I have to purge all Pricing Data from my systems?

After termination of the QVA, QVs may retain Pricing Data on its network systems solely for legal, regulatory compliance or regulatory retention purposes. No other use of the Pricing Data is permitted post termination without ICE Data's express written consent.

7. Are QVs required to get approval from ICE Data to provide Delayed Pricing Data or Historic Pricing Data to external clients via a Datafeed Environment?

No, as long as the Delayed and/or Historic Pricing Data fits the appropriate definitions in the QVA, and is a permitted use case under the QVA, a QV may provide such data via a Datafeed Environment without further ICE Data approval. For the avoidance of doubt, any further

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redistribution by Authorized Users or Derived Data usage is prohibited without ICE Data's prior written consent.

8. Could you clarify what is determined under a single Unit of Count?

- A single Authorized User using both a mobile device and desktop device is considered a single Unit of Count, as long as there is only one (1) Unique User ID and the mobile device and desktop device are not used concurrently or simultaneously, and QV has controls in place to prohibit such simultaneous use.
- Unit of Count reporting and payment is required for Real Time Pricing Data only, and not required for Delayed Pricing Data or Historic Pricing Data.

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September 1, 2021