

EUROPEAN LIQUIDITY CENTRE COLOCATION OPERATING POLICIES

Version 5.8

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PREFACE

REFERENCES

A reference in this document to:

- **“Authorised Trading Platform”** means a trading facility authorised by ICE Futures Europe (**ICE**) or its affiliates to operate in the European Liquidity 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 European Liquidity Centre;
- **“Colocation Participant”** means any person or entity present in the European Liquidity Centre, including but not limited to Service Providers, Telco Providers, Members and Non-members, Clearing Members and Non-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;
- **“Euronext Derivatives Market”** means any market, including any regulated market, for derivatives operated by a Euronext Market Undertaking;
- **“Euronext Market Undertaking”** means Euronext Amsterdam, Euronext Brussels, Euronext Lisbon, Euronext London, Euronext Dublin and Euronext Paris, or such other undertaking as may be determined from time to time;
- **“European Liquidity Centre”** means the ICE Data Services data centre located in Basildon, England;
- **“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 ICE Futures Europe or a Euronext Market Undertaking;
- **“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 Futures Europe or has a current and valid Euronext Derivatives Membership or Euronext Securities Membership (or both), 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;
- **“Service Provider”** means an entity authorized by ICE Data Services Limited to use ICE Data Services Limited connectivity and/or infrastructure services on behalf of Members or Non-Members, subject to all the policies herein and the ICE Global Network Service Provider Policy, as amended from time to time;
- **“Telco Provider”** is an approved third-party provider of direct access connectivity that has contracted for cabinet space within the European Liquidity Centre meet me room, selling circuits or empty bandwidth. For the avoidance of doubt, Market Data, risk management gateway, managed transaction hub, and feed handler services are not considered direct access connectivity services;
- **“Visitor”** is a Colocation Participant Representative or other visitor to the European Liquidity 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.nyse.com/connectivity/documents>.

All times listed in this document are either GMT or BST (during DST) and will follow the 24-hour standard format (hh:mm – 00:00 to 23:59).

CONTACT INFORMATION

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

Basildon Data Centre Operations:

Telephone: +44 (0)20 3017 5800

Email: DC-Support-BAS@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.

In an emergency, Colocation Participants should use the telephone details below to escalate their request.

Telephone: +44 203 695 1089

Option 3, then option 1 for ICE Global Network Operations

Option 3, then option 2 for Colocation Operations

For Connectivity Support visit www.theice.com/contact

FURTHER INFORMATION

For Sales, Service Entitlement and Account Support:

ICE Global Network Sales:

Telephone: +44 (0) 207 429 4604

Email: ICEGlobalnetwork-info@TheIce.com

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1. BUSINESS POLICY AND GUIDELINES

1.1 POLICY NUMBER: BAS1.1 (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 European Liquidity 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 European Liquidity Centre for the purposes of executing trades on an Authorised Trading Platform.

1.2 POLICY NUMBER: BAS1.2 (CONSISTENCY BETWEEN COLOCATION PARTICIPANTS)

1. Any policy or guideline established by contractual agreement or contained within this policy document will apply to all Colocation Participants unless explicitly stated to the contrary. For the avoidance of doubt, this overriding policy applies to both Members and Non-members.
2. The approval of Service Providers is by agreement with ICE Data Services Limited. Once a Member or Non-member is approved as a Service Provider for one of the Authorised Trading Platforms, it remains a separate decision to approve or disallow any application in relation to a different Authorised Trading Platform. As an example, a Member or Non-member may be an approved Service Provider for ICE Futures Europe but may not be accepted as a Service Provider for a Euronext Market Undertaking. As such, the permitted activities in the Colocation Hall for Service Providers may be different depending on each Authorised Trading Platform.

1.3 POLICY NUMBER: BAS1.3 (SERVICE PROVIDERS IN COLOCATION AND HOSTING OF MEMBERS AND NON-MEMBERS)

1. Service Providers are permitted to take colocation space and may use the facilities and features, including, but not limited to, LCN-LX connectivity for the receipt of market data, and, to the extent authorised by the relevant Market Operator and subject to the European Service Provider policy, connectivity to/from the matching engines for the purpose of submitting trades on the relevant Authorised Trading Platform on behalf of Members and/or Non-members.
2. Service Providers are permitted to host Members and Non-members within their colocation space on a Dedicated Cabinet basis and/or Shared Cabinet basis as follows:
 - a. **Dedicated Cabinets:**
 - Service Providers are permitted to host Members and Non-members in individual cabinets (4kW upwards) provided that each individual cabinet may only be used solely for one named Member or Non-member ("Dedicated Cabinets");
 - Service Providers may order an unlimited number of Dedicated Cabinets, either in aggregate or for any individual Member/Non-member;
 - Service Providers are not permitted to re-purpose Dedicated Cabinets from one named Member or Non-member to another named Member or Non-member without prior written notification to ICE Data Services Limited. For the avoidance of doubt, such change may result in additional Fees;
 - For each individual Member/Non-member hosted on a Dedicated Cabinet basis, Service Providers are required to order a minimum of two dedicated LCN-LX connections for the first three Dedicated Cabinets and thereafter two additional dedicated LCN-LX connections for every two additional Dedicated Cabinets:

For illustration purposes only:

- 1 - 3 Dedicated Cabinet(s) require 2 dedicated LCN-LX connections
- 4 - 5 Dedicated Cabinets require 4 dedicated LCN-LX connections
- 6 - 7 Dedicated Cabinets require 6 dedicated LCN-LX connections
- 8 - 9 Dedicated Cabinets require 8 dedicated LCN-LX connections

- When placing the applicable colocation order, the Service Provider must identify the Member(s) and/or Non-member(s) it will be hosting on a Dedicated Cabinet basis within the Service Provider's colocation space and provide the Dedicated Cabinet requirements for each hosted Member and Non-member;
 - For the avoidance of doubt, Members and Non-Members also have the option of ordering a standalone Dedicated Cabinet (with or without dedicated connectivity) from ICE Data Services Limited directly.
- b. Shared Cabinets:**
- Service Providers are permitted to host Members and Non-members in shared cabinets (4kW upwards) that can be used to host multiple Members and/or Non-members and to connect multiple Members and Non-members to the local markets utilising the Service Provider's shared connectivity, including without limitation LCN-LX connections ("Shared Cabinets");
 - The maximum number of cabinets permitted for Shared Cabinet basis is five cabinets per Service Provider;
 - The maximum number of RU that a Member or Non-Member may use within an individual Shared Cabinet is 23;
 - The maximum number of RU that a Member or Non-Member may use, in aggregate across all Shared Cabinets that they are hosted in by any individual Service provider is 46;
 - Members and Non-members hosted by Service Providers on a Shared Cabinet basis are not permitted to license dedicated connectivity services, including without limitation LCN-LX connections, either directly through ICE Data Services Limited or through a Service Provider;
 - Members and Non-members hosted by Service Providers on a Shared Cabinet basis are not permitted to connect their hardware directly to the ICE Data Services connectivity services (including without limitation LCN-LX). Such Members' and Non-members' connectivity to the Authorised Trading Platform must go through the Service Provider's network/platform.
3. Each Service Provider shall ensure that its hosted Members and Non-members comply with all relevant policies applicable to Colocation Participants, including the policies set out in this document and the acceptable use policy. A Service Provider shall be and remain responsible for any non-compliance by its hosted Member and/or Non-member.
 4. Service Providers are not permitted to host other Service Providers under any circumstances.
 5. Service Providers will be the contracting entity with ICE Data Services Limited for all hosting services ordered in accordance with this policy and will be subject to the Non-member pricing for the relevant cabinets and all associated connectivity services (including without limitation LCN-LX connections).
 6. Service Providers are required to adhere to the published Service Provider policy, including without limitation, the requirement to provide reporting of all hosted Members and Non-members within their colocation space and payment of applicable Shared Cabinet Fees.

1.4 POLICY NUMBER: BAS1.4 (MEMBERS HOSTING OTHER COLOCATION PARTICIPANTS)

1. With the exception of Members of the markets operated by ICE Futures Europe, Members are permitted to host other Members or Non-members within their colocation space. For these purposes, a Member that is providing hosting services will be subject to the approval of the relevant Market Operator(s), and shall be subject to the terms, conditions and policies, including the policies set out herein, applicable to Service Providers, including such hosting services being subject to Non-member pricing. For the avoidance of doubt, Members are not permitted to host Service Providers.
2. Connectivity between the hosting Member and the hosted Member or Non-member is permitted but solely for the purposes of receiving market data and submitting trade for execution on the relevant Authorised Trading Platform where permitted by the Market Operator.
3. Members are required to adhere to the published Service Provider policy, including without limitation, the requirement to provide reporting of all hosted Members and Non-members within their colocation space and payment of applicable Fees.

1.5 POLICY NUMBER: BAS1.5 (DERIVATIVES GENERAL CLEARING MEMBERS RISK MANAGING NON-CLEARING MEMBERS)

1. For any Euronext Derivatives Market or ICE Futures Europe market, a Clearing Member shall be permitted to connect from its colocation space to the colocation space of its Non-clearing Member solely for the purposes of risk management (but not for any other purpose). In this circumstance, the Clearing Member may provide connectivity via the LCX fibre cross connect.

2. IMPROPER USE OF FACILITIES

POLICY NUMBER: BAS2.0

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 European Liquidity Centre without ICE's prior consent.
2. Installation and cabling of equipment by the Colocation Participant within the European Liquidity 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 European Liquidity Centre.
5. Wireless devices are not permitted. This includes the use of wireless routers, switches and other cabinet mounted devices but excludes all equipment associated with wireless connectivity access in accordance with policy 15 herein. Any devices found will be powered off immediately by Data Centre Operations personnel.
6. Visitors are prohibited from smoking, drinking or eating on the European Liquidity Centre floor. There will be designated areas where Visitors will be allowed to consume food and beverages.
7. All doors to and from the European Liquidity 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 European Liquidity Centre. The European Liquidity 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 European Liquidity Centre.

3. EUROPEAN LIQUIDITY CENTRE CONNECTIVITY AND CABLING POLICY

POLICY NUMBER: BAS3.0

1. Colocation Participants have a choice of external connectivity options to their colocation infrastructure in the European Liquidity Centre. They can use ICE Global Networks (including IGN Optic), a Telco Provider for direct fibre access and/or build their wireless connectivity into the facility.
2. Collocated Members, Exchange approved Non-members and Service Providers will have a choice between using ICE Global Networks Liquidity Centre Network (LCN-LX) and/or ICE Global Networks Colo IP network services for connectivity to the collocated trading and market data systems.
3. Connectivity from Telco Providers' equipment in the meet-me rooms to Colocation Participants in the Colocation Hall will be via LCX Meet Me Room fibre cross connect.
4. LCX fibre cross connects will be allowed between non-contiguous cabinets of an individual Colocation Participant's colocation space and between other Colocation Participants within the Colocation Hall, subject to compliance with operating policies and ICE's approval.
5. A Non-member in the Colocation Hall is permitted to connect to one or more Members who is/are executing broker(s) for the Non-member. Such connectivity between Member and Non-member cabinets within the Colocation Hall will be via LCX fibre cross connect and is subject to compliance with operating policies and ICE's approval.
6. As in 3.5, a Non-member hosted by a Service Provider may connect to one or more Members in the Colocation Hall who is/are executing broker(s) for the Non-member company. Such connectivity between Member and Service Provider cabinets will be via LCX fibre cross connect and is subject to compliance with operating policies and ICE's approval.
7. All cabling work to be performed in the shared cabinet space area shall be performed by ICE.
8. The top 8 Rack Units (RU) of any cabinet is reserved for ICE infrastructure (e.g. patch panels and power infrastructure).
9. Subject to ICE approval, cabling work in a given Colocation Participant's caged area may be performed by either the Colocation Participants or ICE. All cabling work must be performed in accordance with ICE's guidelines and industry best practice.

4. COLOCATION PARTICIPANT VISIT AND ACCESS GUIDELINES

4.1 POLICY NUMBER: BAS4.1 (GUIDELINES)

1. Colocation Participant Representatives may enter the European Liquidity Centre only in accordance with the following European Liquidity Centre rules (the "European Liquidity Centre Rules").
2. Colocation Participant Representatives may include third party Service Providers that provide services to the Client. In the event that ICE determines that any Colocation Participant Representatives have failed to follow any of the European Liquidity Centre Rules, ICE may immediately deny such individual(s) access to the European Liquidity Centre.
3. Colocation Participant Representatives may enter the European Liquidity Centre only with the prior explicit approval of ICE. Admission to the European Liquidity 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 Participants that occupy a cage in the European Liquidity Centre will be admitted onto the premises to observe cabling and installation of equipment. Colocation Participant Representatives are required to prominently display the access badge while on the European Liquidity 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 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 European Liquidity 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 European Liquidity Centre is permitted according to the following:
 - a. Colocation Participants that occupy space in the shared area (non-caged):
Non-Emergency situations (routine maintenance):
Monday to Friday: 18:00 to 23:59
Saturday: 08:00 to 17:00
Public holidays: 08:00 to 17:00

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 or Euronext 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 or Euronext 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.

- c. Colocation Participants that occupy space in a caged area:

Non-Emergency and Emergency Situations:

Monday to Sunday: 24x7x365

Where the Colocation Participant needs to perform hardware and or software maintenance on equipment in their cage. Physical cabling or system changes that may affect production (e.g. connecting or disconnecting client equipment to ICE network), must be reviewed with ICE in advance of the work being done.

Emergency conditions shall be defined as situations wherein the Colocation Participant is experiencing a loss of trading services on the ICE or Euronext markets. Colocation Participants shall be allowed to be onsite along with an ICE technician to facilitate immediate repairs to rectify the problem. 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.

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 a ICE escort during their visit to the cabinet. Visitors that have cages will be escorted to their space but will not be supervised by an ICE employee throughout the entire duration of their visit. Colocation Participants should not visit any other areas beyond their assigned caged space where Colocation Participants equipment is installed. Upon completion of the European Liquidity Centre 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: BAS4.2 (EUROPEAN LIQUIDITY CENTRE TOUR POLICY)

1. A tour of the European Liquidity 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 European Liquidity 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 Limited Order Form governed by the ICE Data Services General Terms & Conditions, or (b) the ICE Data Services Limited 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 European Liquidity Centre must comply with ICE Data Services Limited's site policies.

5. PHOTOGRAPHY & VIDEO CAMERA POLICY

5.1 POLICY NUMBER: BAS5.1 (PHOTOGRAPHY)

1. ICE prohibits photography (analogue, digital, still, video, camera phone or web cam) inside the European Liquidity Centre or within the European Liquidity 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.
3. Any exception requests to this policy should be discussed with the European Liquidity Centre manager.

5.2 POLICY NUMBER: BAS5.2 (VIDEO CAMERA)

1. Colocation Participants may not install video cameras or any video devices anywhere within the European Liquidity Centre or on the European Liquidity Centre grounds. Exceptions to this policy will be considered for Colocation Participants that have caged space within the Colocation Hall. Such exception requests need to be made with a minimum of at least two months' advance notice to ICE and will be subject to ICE's sole discretion. Cameras will be the property of and part of the European Liquidity Centre CCTV system under the command and control of ICE security. Colocation Participants may request video (on DVD or other media) of specific incidents that may have occurred within the tenant's cage during the previous 30 days. All costs and expenses associated with such installations and services will be identified for, and borne by, such Colocation Participant. If approved, the installation and location of cameras shall be determined by the ICE Security Manager.
2. Cameras must have a fixed view of the Colocation Participant's cabinets in the cage in which the cabinets are located. No pan, tilt, zoom (PTZ) or audio functionality will be enabled. Requests must be submitted to the Data Centre Operations team and only following approval can installation take place.

6. STANDARD ELECTRICAL POWER CONFIGURATIONS POLICY

POLICY NUMBER: BAS6.0

1. Radial circuits from power distribution units (PDUs) provide a Colocation Participant cabinet with either 4kW or 9kW of power. Each cabinet is provided with 2 dedicated feeds one provides 'A' feed power while the other provides 'B' feed power, these are 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 4kW cabinet has two single phase 230VAC horizontal power strips fused at 32 amps. Both radial circuits are monitored (each should carry half of the 4kW load) and, if the two branch circuits total power exceeds 4kW, ICE' facilities team is notified.
3. Each 9kW cabinet has two three phase 400VAC BS4343 (Commando) sockets feed fused at 32 amps. Both radial circuits are monitored (each should carry half of the 9kW load) and, if the two branch circuits total power exceeds 9kW, ICE' facilities team is notified.
4. Two PDU's are available, Single Phase & 3 Phase. The Single Phase are presented in the 4kW cabinets as 2x PDU's with 14x C13 & 6x C19 on the front and 2x C13 on the rear. The 3-Phase are provided for 9kW as 2x PDU's with 15x C19 on each unit or 4x the single phase if more sockets are required.
5. Alternative and higher cabinet density power options such as 6kW or 18kW are available on request and subject to feasibility.
6. Colocation Participants requiring DC rectifiers may have these provided by ICE. 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. Colocation Participants can provide and install their own PDU units but they must be of horizontal orientation and in keeping with H07RF standards i.e. low smoke, zero halogen for the trailing lead.

7. SHIPPING AND RECEIVING POLICY

POLICY NUMBER: BAS7.0

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 European Liquidity Centre delivery period is Monday to Friday (excepting bank and public holidays), between 08:00 and 16:00). 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 European Liquidity Centre or onto the European Liquidity 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 Basildon 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.

8. REMOVAL OF EQUIPMENT FROM THE EUROPEAN LIQUIDITY CENTRE

POLICY NUMBER: BAS8.0

1. The removal of any equipment or hardware, including computers, laptops, servers and computing accessories from the European Liquidity 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 European Liquidity Centre or on the European Liquidity Centre grounds.

9. EQUIPMENT STORAGE POLICY

POLICY NUMBER: BAS9.0

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. A staging area will be available for Colocation Participant equipment configurations. Use of the staging area must be coordinated with the Data Centre Operations team.
3. 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).

10. PROBLEM AND INCIDENT MANAGEMENT

POLICY NUMBER: BAS10.0

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.

11. SERVICE REQUESTS (STANDARD AND EMERGENCY)

POLICY NUMBER: BAS11.0

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.

12. PRIVATE ENCLOSED/CAGED ENVIRONMENTS

POLICY NUMBER: BAS12.0

1. Colocation Participants wishing to take caged space within the Colocation Hall should discuss requirements with their account manager. Provision of caged space is at the discretion of ICE and is subject to availability and minimum colocation space requirements.
2. The caged space will be supplied and fitted by ICE according to a design agreed with the Client.
3. The amount of equivalent space that is used up by a Client's cage space and necessary access corridors will be charged at the applicable standard (4kW) cabinet rate.
4. Colocation Participants requiring privacy screening for their caged space will be able to order this at additional cost. The design and placement of privacy screens is subject to the prior approval by the ICE engineering team.

13. CABINET POWER

13.1 POLICY NUMBER: BAS13.1 (CABINETS RESERVED ON A POWER NOT USED BASIS)

Power Not Used (PNU) offers Colocation Participants the option to pay a reduced rate for a subset of reserved cabinets that will not be used immediately (PNU Rate).

1. Colocation Participants may reserve colocation cabinets on a PNU basis for up to a maximum of 30% of their then-current total contracted kilowattage ("Reserved Cabinet Allowance"). For illustration purposes only, if a Colocation Participant's total contracted kilowattage is 28kW, their Reserved Cabinet Allowance would be 8.4kW e.g. 2x 4kW cabinets (i.e. the number of cabinets will be rounded down). For the avoidance of doubt, for Colocation Participants whose then-current total contracted kilowattage does not reach the minimum threshold to reserve a single cabinet on a PNU basis, such Colocation Participants will be permitted to reserve one cabinet on a PNU basis. For Colocation Participants whose Reserved Cabinet Allowance does automatically reach the minimum threshold to reserve cabinets on a PNU basis the Reserved Cabinet Allowance will apply.
2. The standard PNU rate for the reserved colocation cabinets will be calculated in accordance with the applicable Fees ("PNU Rate").
3. The PNU Rate shall be applied to each reserved colocation cabinet until such a time as the colocation cabinet draws power, after which the applicable rate for that powered colocation cabinet shall be applicable.
4. Whilst every effort will be made to do so, ICE cannot guarantee that Colocation Participants will be able to apply their Reserved Cabinet Allowance to a 9kW or 18kW powered colocation cabinet.
5. ICE reserves the right to review space given over to PNU and pricing on a quarterly basis and to allocate this to other Colocation Participants requiring powered colocation cabinet space with 3-month notice. Right of first refusal will be given to the Colocation Participants that has reserved the specific PNU colocation cabinet.
6. The location of reserved colocation cabinets in accordance with this policy 13 shall be agreed with the Data Centre Operations team. For the avoidance of doubt, Colocation Participants may not reserve colocation cabinets on a PNU basis within the meet-me rooms.
7. Colocation Participants may reserve colocation cabinets on a PNU basis for up to a maximum of 30% of their then-current total contracted kilowattage ("Reserved Cabinet Allowance"). For illustration purposes only, if a Colocation Participant's total contracted kilowattage is 28kW, their Reserved Cabinet Allowance would be 8.4kW e.g. 2x 4kW cabinets (i.e. the number of cabinets will be rounded down). For the avoidance of doubt, for Colocation Participants whose then-current total contracted kilowattage does not reach the minimum threshold to reserve a single cabinet on a PNU basis, such Colocation Participants will be permitted to reserve one cabinet on a PNU basis. For Colocation Participants whose Reserved Cabinet Allowance does automatically reach the minimum threshold to reserve cabinets on a PNU basis the Reserved Cabinet Allowance will apply.
8. The standard PNU rate for the reserved colocation cabinets will be calculated in accordance with the applicable Fees ("PNU Rate").
9. The PNU Rate shall be applied to each reserved colocation cabinet until such a time as the colocation cabinet draws power, after which the applicable rate for that powered colocation cabinet shall be applicable.
10. Whilst every effort will be made to do so, ICE cannot guarantee that Colocation Participants will be able to apply their Reserved Cabinet Allowance to a 9kW or 18kW powered colocation cabinet.
11. ICE reserves the right to review space given over to PNU and pricing on a quarterly basis and to allocate this to other Colocation Participants requiring powered colocation cabinet space with 3-month notice. Right of first refusal will be given to the Colocation Participants that has reserved the specific PNU colocation cabinet.
12. The location of reserved colocation cabinets in accordance with this policy 13 shall be agreed with the Data Centre Operations team. For the avoidance of doubt, Colocation Participants may not reserve colocation cabinets on a PNU basis within the meet-me rooms.

13.2 POLICY NUMBER: BAS13.2 (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 and the Colocation Participant (“Agreement”).

In addition to any other rights and remedies available to ICE under the Agreement, if, solely according to ICE’s calculations, a Colocation Participant exceeds their kW Limit (a “Breach”), ICE 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 colocation cabinets to reflect their actual kilowattage usage.

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 the difference in monthly recurring cost between the Fee for the Colocation Participant’s kW Limit and the applicable Fee for the actual kilowattage used by the Colocation Participant. For illustration purposes only, if a Colocation Participant with a 4kW Limit actually uses 5.5kW at any time in a month, the additional capacity fee payable by the Colocation Participant will be the difference between the monthly recurring fee for a 4kW Limit and the monthly recurring fee for a 6kW Limit.

“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.

14. DIRECT TELCO PROVIDERS INTO THE EUROPEAN LIQUIDITY CENTRE

POLICY NUMBER: BAS14.0

As a supplement (or alternative) to IGN connectivity into the European Liquidity Centre, ICE allows Telco Providers to provide direct access into the facility. To facilitate this, ICE has built two diversely located meet-me rooms directly outside each end of the Colocation Hall where government registered Telco Providers can install their networking equipment and terminate their circuits. Telco Providers must not install networking equipment and terminate circuits in any other location in the European Liquidity Centre.

1. In order to offer connectivity services in the European Liquidity Centre, a Telco Provider must contract with ICE Data Services Limited for at least one cabinet in the meet-me room and can use either its own dark fiber or rent such fiber from another Telco Provider, in order to connect to such cabinet.
2. Telco Providers are permitted to take a maximum of three 4kW cabinets per meet-me room to house their equipment and are required to operate under the same access and operating policy rules as defined in this document for Colocation Participants with caged areas within the Colocation Hall.
3. Connectivity from Telco Provider equipment in the meet-me rooms to their client in colocation cabinets will be via LCX Meet Me Room cross connect. In addition to the charges for the supply of cross connects, a separate Fee per month is levied on each Meet-me Room Client, for each connection between the Client's Meet-me Room cabinet, and the Colocation Hall.
4. Telco Providers are not permitted to host other Telco Providers under any circumstances.
5. Telco Provider visitors should not visit any other areas beyond their assigned space within the meet-me rooms where their equipment is installed. Upon completion of the European Liquidity Centre visit, the visitor will be escorted back to the reception area where the visit originated.
6. Specifications for 4kW cabinets housing Telco Provider equipment are the same as those for 4kW cabinets in the Colocation Hall and are defined in the Colocation Service Description.

15. WIRELESS CONNECTIVITY ACCESS

POLICY NUMBER: BAS15.0

As a supplement (or alternative) to IGN connectivity into The European Liquidity Centre, ICE allows its Colocation Participants to install their wireless antennae (for microwave, millimetre wave or other similar transmission technologies) onto a purpose built platform on the roof of the facility to support wireless connectivity to their colocation equipment.

1. The maximum permitted size of the antennae is 1m diameter and is subject to approval before installation.
2. No more than one antenna per MCX pole is permitted.
3. Positioning of antennae on the roof platform is allocated on a 'first come-first served' basis.
4. ICE will perform all cabling installations from the roof to the meet-me room or directly to Colocation Participant colocation cabinets using the building conduits. Colocation Participants may supply the cabling for ICE to install, or ICE can supply cabling as specified by the Colocation Participant. Note: cable must comply with low smoke, zero halogen standards.
5. Colocation Participants taking the wireless service are required to operate under the same access and operating policy rules as defined in this document for non-caged Colocation Participants.
6. Colocation Participant access for routine maintenance of their antennae equipment located on the roof of the facility is restricted to Saturday 08:00 to 13:00 and is at the discretion of the European Liquidity Centre Manager. During this time the platform may be powered down in accordance with health and safety requirements. Colocation Participants must ensure that their internal monitoring procedures/teams are familiar with this process. ICE will endeavour to give Colocation Participants advance notice of power downs.
7. Emergency maintenance of equipment on the roof will be authorised at the discretion of the European Liquidity Centre Manager and will be after-market hours (post 18:00). During this time, the platform may be powered down in accordance with health and safety requirements. Colocation Participants must ensure that their internal monitoring procedures/teams are familiar with this process. ICE will endeavour to give Colocation Participants advance notice of power downs.
8. Colocation Participants wishing to go up on the roof platform for routine/emergency maintenance will be required to complete site induction training in advance of being granted access and will be registered as having completed the training for future visits.
9. ICE is not responsible for the allocation, management, or co-ordination of wireless frequencies.

16. MICRO-COLO

POLICY NUMBER: BAS16.0

Micro-Colo Colocation Participants take a packaged service of colocation and connectivity services

1. The Micro-Colo cabinet environment is a shared space. For security purposes, no physical Colocation Participant access to the cabinet will be allowed. All physical installation and configuration changes will be carried out by ICE personnel on behalf of the Colocation Participant.
2. The Micro-Colo services are not available to Service Providers.
3. All other colocation policies and procedures remain unchanged.

17. COMPLIANCE WITH POLICIES

POLICY NUMBER: BAS17.0

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 European Liquidity Centre 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.