



ICE Global Network Service Provider Policy
Effective January 1, 2021

Version 1.0
October 28, 2020

REFERENCES

A reference in this document to:

- **“Application Service Provider/ASP”** means a Service Provider that offers or distributes one or more of the Application Service Provider Services to End Users;
- **“Credentials”** means a set of logins and passwords used by the End User to access one or more Execution Service(s) or Market Data provided by a specific Market;
- **“End User”** means a legal entity that (a) is a customer of a Service Provider that is connected, through that Service Provider (including without limitation, through Hosting), to a Market, and (b) does not broadcast, copy, reproduce, or route Market Data and/or Execution Services onwards;
- **“Execution Services”** means providing Unicast-based connectivity to access the pre-trade, trade and post-trade services provided by a Market;
- **“Extranet Service Provider/ESP”** means a Service Provider that offers or distributes one or more of the Extranet Service Provider Services to End Users;
- **“Fees”** means the charges payable by Service Providers, subject to change from time to time, in relation to the provision of Service Provider Services;
- **“Hosting”** means the housing (providing power and/or physical space) by a colocation customer, in its colocation space within the IGN European Liquidity Centre or the US Liquidity Center, of
 - (i) any hardware which is owned or leased by, or provided to, a third-party entity, or
 - (ii) any hardware or software (including a virtual server or virtual device) to which a third party entity has remote access,so that the third party may receive Market Data or Execution Services within or outside the colocation space. The provision of hardware or software to a colocation customer is not considered Hosting if the sole purpose is to provide the colocation customer with either (a) a managed service or (b) a mechanism to conduct a risk check in compliance with Securities Exchange Act Rule 15c3-5 (or its successor). For the avoidance of doubt, Service Providers are not permitted in ICE’s colocation facilities at 350 Cermak, Chicago and therefore such Hosting may not be provided within the IGN colocation facilities at 350 Cermak, Chicago.
- **“ICE Global Network / IGN”** means the applicable Intercontinental Exchange entity that has contracted with Service Providers and/or End Users, as appropriate;
- **“Market”** means the following markets, as applicable:
 - (i) ICE Futures markets;
 - (ii) Euronext securities exchanges, including Euronext Cash; Euronext derivatives; and other platforms hosted by Euronext in the IGN European Liquidity Centre and in Euronext’s disaster recovery facilities in Saint Denis, France;
 - (iii) the NYSE Group national securities exchanges (the New York Stock Exchange, NYSE American (options and equities markets), NYSE Arca (options and equities markets), NYSE Chicago, and NYSE National), and
 - (iv) any additional national securities exchanges, futures markets, or other markets acquired by Intercontinental Exchange from time to time, unless specifically excluded;
- **“Market Data”** means such Raw Market Data and Normalized Market Data relating to securities, bonds and derivatives, index information and such other categories of Raw Market Data and Normalized Market Data as may be accessed via the Service Provider Services;
- **“Normalized Market Data”** means a Market’s proprietary raw (native) data format which has been changed, consolidated or modified to such an extent that the data format and/or content cannot be reproduced into the original native format. To be classified as Normalized Market Data, the data content must have changed significantly, beyond recognition of the original native format as published by the Market. For the avoidance of doubt, modifying a sequence number in the packet payload or inserting a timestamp to each message does not qualify as data normalization. For the further avoidance of doubt, the determination as to whether a Market’s proprietary raw (native) data format should be classified as Normalized Market Data will be by IGN, at its sole discretion from time to time;

- **“Raw Market Data”** means a Market’s proprietary raw (native) data format as published directly from the Market. For the avoidance of doubt, modifying a sequence number in the packet payload or inserting a timestamp to each message still qualifies as Raw Market Data;
 - **“Service Provider”** means an entity that offers or distributes one or more of the Service Provider Services to End Users, categorized as an Application Service Provider or an Extranet Service Provider (with an entity’s ESP status prevailing if categorized as both an ESP and an ASP). For the avoidance of doubt, (i) where a Service Provider connects directly to a Market, such entity may be referred to in this document as a “Direct Service Provider”, and (ii) where a Service Provider connects to a Market through another Service Provider or where any further redistribution by End Users of any Service Provider Services will make such End User a Service Provider for the purposes of this IGN Service Provider Policy, such entity may be referred to in this document as an “Indirect Service Provider”;
 - **“Service Provider Services”** means the provision of, and/or putting in place the capability to provide (including without limitation disaster recovery capabilities), any of the following activities categorized as Application Service Provider Services or Extranet Service Provider Services:
 - **“Application Service Provider Services”**:
 - Execution Services provided via an application, using the End User trading Credentials, whereby the ASP either:
 - (i) aggregates order flow from multiple End Users in order to process and execute the order flow in the name of the individual End User (examples of such software-based applications are Order Management Systems or Execution Management Systems); or
 - (ii) provides access to a Unicast-based platform from any of the Markets whereby the End User uses its own Credentials to access the platform.
 - **“Extranet Service Provider Services”**:
 - (i) Provision of connectivity services in order to provide access to, and/or redistribution of, Execution Services provided as a network solution whereby the ESP routes the Unicast-based traffic between the End User and the Market and/or Market Data from any Markets;
 - (ii) Redistribution of Raw Market Data; or
 - (iii) Provision of Hosting.
- For the avoidance of doubt, it is not considered to be a Service Provider Service where an entity either (i) provides Normalized Market Data, or (ii) trades and sends Unicast Execution Services in their own name (as a broker);
- **“Unicast”** means a one-to-one transmission from one point in the network to another point; that is, one sender and one receiver, each identified by a network address.

This document should be read in conjunction with:

- applicable order form(s);
- terms and conditions (including any applicable master services agreements); and
- documentation found at the following URL: <https://www.theice.com/data-services/global-network/documents>.

1. SCOPE OF POLICY AND NOTICE OF CHANGES

1.1 SCOPE OF POLICY

1. The purpose of this policy document ("IGN Service Provider Policy") is to set out IGN's policy in relation to Service Providers' provision of Service Provider Services.
2. All Service Providers are subject to this IGN Service Provider Policy *provided that* co-location customers in the US Liquidity Center are only subject to the following sections:
 - a. section 1
 - b. section 3.1, subsections 1 and 2
 - c. section 3.2
 - d. section 4.1, subsection 2
 - e. section 4.2, subsection 1(i)
3. For the avoidance of doubt, this IGN Service Provider Policy is in addition to all other IGN policies that apply to the Service Providers.

1.2 NOTICE OF CHANGES

1. This IGN Service Provider Policy is effective as from January 1, 2021, and supersedes any existing Service Provider policy, including without limitation the
 - ICE Data Services Limited (IDSL) Service Provider Policy effective February 14, 2020 (version 2.6);
 - Intercontinental Exchange Holdings, Inc. Service Provider Policy effective May 1, 2020 (version 1);
 - NYSE Technologies Connectivity, Inc. (NYSECT) Service Provider Policy effective January 1, 2020 (version 1.6), and
 - ICE Data Services Low Latency Network Service Provider Policy effective January 1, 2020 (version 1).

2. CONNECTION REQUIREMENTS AND RESTRICTIONS

2.1 CONNECTION REQUIREMENTS

1. To ensure resilient network connectivity and as mandated by certain Markets, each Service Provider must:
 - (i) maintain a minimum of two direct IGN connections to each Market on which the Service Provider wishes to provide Execution Services and/or from which the Service Provider wishes to access Market Data, in order to provide Service Provider Services (provided it has received approval to access such Market Data). The Service Provider must maintain such direct IGN connections in separate access points/centers in separate premises when so required by a Market, and
 - (ii) ensure that each End User is informed that any End User redistribution of the Service Provider Services will make such End User an Indirect Service Provider, for which the provisions of section 2.2 below will apply.

2.2 CONNECTION RESTRICTIONS

1. Service Providers are not permitted to distribute any Service Provider Services to other Service Providers unless permitted/approved by the relevant Market.
2. Where such Market approval is granted:
 - (i) distribution of the Service Provider Services must be reported to IGN in accordance with section 3.1 of this IGN Service Provider Policy and applicable Fees will apply to such Service Provider to Service Provider distribution, and
 - (ii) each Direct Service Provider shall be responsible for such Indirect Service Provider's compliance with all relevant policies.

3. SERVICE PROVIDER RESPONSIBILITIES

3.1 USAGE REPORTING

1. Each Service Provider is required to disclose to IGN on a monthly basis the details of all current (i) End Users to any Service Provider Services (including without limitation the location of the End User cabinets if Hosting is being provided by the Service Provider), and (ii) End Users of any Indirect Service Providers where the Service Provider has reported the Indirect Service Provider as an End User, as set forth in Appendix 1 attached hereto (“IGN End User Report”). For the avoidance of doubt, Service Providers are required to submit separate, individual End User Reports for each IGN entity with whom they have a contract. Where a Service Provider has multiple contracts in place with a specific IGN entity, the Service Provider should submit (and fees will be calculated on the basis of a complete and accurate) a consolidated IGN End User Report covering all contracts with that IGN entity.
2. IGN End User Reports must be submitted monthly via the IGN web-based reporting application accessible at dashboard.theice.com by 5pm Eastern Time on the last day of such month (for example the IGN End User Report submitted in February must disclose current End Users for the month of February). IGN will contact the Service Provider to rectify any discrepancies discovered in IGN End User Reports, subject to section 4.3.3 below.
3. In addition to any other rights and remedies that IGN has in the applicable connectivity agreement between IGN and the Service Provider, if the Service Provider either fails to submit the completed IGN End User Report or submits the IGN End User Report with End User discrepancies as follows, IGN reserves the right in its sole discretion to:
 - (a) charge the following fees (in the currency of the Service Provider’s account, as determined by IGN):
 - (i) for any 2 consecutive months (a “Reporting Failure”):
 - i. Fees in accordance with the most recent IGN End User Report submitted by the Service Provider; plus
 - ii. an administration fee of:
 - US\$5,000 / £4,000 / €4,500 / CA\$6,500 for the first Reporting Failure;
 - US\$10,000 / £8,000 / €9,000 / CA\$13,000 for the first additional month thereafter that the Service Provider fails to submit the completed IGN End User Report; and
 - US\$15,000 / £12,000 / €13,500 / CA\$19,500 for each additional month thereafter that the Service Provider fails to submit the completed IGN End User Report.

If in any twelve-month period following a failure to submit the completed IGN End User Report the Service Provider once again fails to submit the completed IGN End User Report, the administration fee payable will be the next rate above the rate they paid for their previous failure, provided that a Service Provider that was charged at the highest rate for its previous failure will be charged the highest rate; **AND**
 - (ii) for any five months in any calendar year:
 - i. Fees in accordance with the most recent IGN End User Report submitted by the Service Provider; plus
 - ii. an administration fee of US\$20,000 / £16,000 / €18,000 / CA\$26,000;
 - (b) disconnect / terminate the IGN services provided to the Service Provider in accordance with the terms of the applicable connectivity agreement between IGN and the Service Provider.

and/or,

3.2 AUDIT

1. In addition to the audit rights set forth in the applicable connectivity agreement (including without limitation all applicable policies) between IGN and the Service Provider:
 - (i) IGN reserves the right to conduct usage audits at its discretion to verify the accuracy of the information regarding End Users reported in the IGN End User Reports and/or to determine the End Users in circumstances where a Service Provider has not submitted an IGN End User Report, and
 - (ii) each Service Provider shall, at IGN's request (which shall not be more than twice per calendar year), promptly provide a written certification by a Service Provider compliance officer, or legal counsel, that the Service Provider is in full compliance with its usage reporting obligations in section 3.1 above and that all IGN End User Reports submitted in the previous calendar year have been complete and accurate.

4. FEES

4.1 MARKET ACCESS FEES

1. The following conditions apply to the Fees charged to Service Providers with respect to their provision of Service Provider Services:
 - (i) All Fees will be fixed (non-prorated) monthly recurring charges levied on the Service Provider on a per End User per Market basis, and
 - (ii) The Fees will be charged in the currency of the Service Provider's account, as determined by IGN.
2. The Market Access Fees applicable to customers in the US Liquidity Center are set forth in the published price list located at https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Price_List.pdf.

IGN contracting entities	Markets	Service Provider Type	Market Access Fee per Port ¹	Fee per Market per End User ²	Fee for Direct Service Provider to Indirect Service Provider distribution (under section 2.2) ³
All	NYSE group national securities exchanges	ASP/ESP	Included in Port fee	USD 1,250.00	USD 12,500.00
All	Each of Euronext Cash and each other platform hosted by Euronext in the IGN European Liquidity Centre or in Euronext's disaster recovery facilities in Saint Denis (France)	ASP/ESP	USD 2,000 / GBP 1,575 / EUR 1,800 / CAD 2,730	USD 450 / GBP £360 / EUR 410 / CAD 620 ⁴	USD 4,500 / GBP 3,600 / EUR 4,100 / CAD 6,200 ⁴
All	Euronext Derivatives	ASP/ESP	USD 900 / GBP 725 / EUR 825 / CAD 1,230		
Intercontinental Exchange Holdings (for ICE Hub services)	ICE Futures	ASP/ESP	USD \$2,200	USD \$200	Such distribution is not permitted
ICE Data Services Limited (for HA EU services) ⁵		ASP/ESP	GBP 1,725 / EUR 1,975	GBP 600 / EUR 650	Such distribution is not permitted
All except for Intercontinental Exchange Holdings and ICE Data Services Limited (for HA EU services only) ⁵		ASP	USD 2,200 / GBP 1,725 / EUR 1,975 / CAD 3,000	USD 200 / GBP 160 / EUR 180 / CAD 280	Such distribution is not permitted
		ESP	USD 2,200 / GBP 1,725 / EUR 1,975 / CAD 3,000	USD 750 / GBP 600 / EUR 650 / CAD 1,050	Such distribution is not permitted

Fees will be announced for each additional Market added to the definition of Market hereunder.

¹ Service Providers are subject to applicable Market Access Fees for each connection to End Users that transports the respective Market group. Service Providers that contract for a pair of ports in a single location with any of ICE Data Services Europe Limited, ICE Data Connectivity & Feeds, Inc., NYSE Technologies Canada, Ltd., ICE Data Services Singapore Pte. Ltd., ICE Data Services Hong Kong Limited, ICE Data Services Japan KK or ICE Data Services Australia Pty Ltd. will only be charged the Market Access Fee for a single Port.

² For the avoidance of doubt, the applicable fees will be charged for each and every IGN entity a Service Provider contracts with in relation to an applicable Market.

³ For the avoidance of doubt, as at 1st January 2021 End User fees will not currently be charged with respect to End Users of Indirect Service Providers reported in accordance with section 3.1.1. However, IGN reserves the right to implement such fees in accordance with the terms of the applicable connectivity agreement between IGN and the Service Provider.

⁴ For the avoidance of doubt, the specified fee is for access to both Euronext Cash and Euronext Derivatives and not a separate fee for each of the two specified Markets.

⁵ This relates to Service Providers that, as part of the HA EU Services they contract for, take any connections within the IGN European Liquidity Centre.

3. With respect to Application Service Providers, all Fees under this section (subject to sections 4.3.2(i) and 4.3.3) will be subject to a tiered discount for the number of End Users per Market, in accordance with the table below. For example, if an Application Service Provider has 15 End Users for a respective Market, the Application Service Provider will receive a discount of 5% of the pre-discounted Fee for those End Users. For the avoidance of doubt, Indirect Service Providers will not be included as End Users for the purposes of calculating the tiered discount.

Tiered Discount per Market per End User per IGN entity - % of Fee	
End Users Reported	Discount
1-10	0%
11-30	5%
>30	10%

4.2 HOSTING FEES

1. Hosting is subject to the following documents (in addition to all applicable documents found at the following URL: <https://www.theice.com/data-services/global-network/documents>):
- (i) US Liquidity Center:
 - a. Provision of Hosting and associated restrictions are set forth in the US Liquidity Center Colocation Operating Policies located at: https://www.theice.com/publicdocs/IGN_Colocation_Mahwah_Operating_Policies.pdf, and
 - b. The Hosting Fees for the US Liquidity Center are as set out in the published price list located at: https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Price_List.pdf.
 - (ii) European Liquidity Centre:
 - c. Provision of Hosting and associated restrictions are set forth in the European Liquidity Centre Colocation Operating Policies located at: https://www.theice.com/publicdocs/IGN_European_Liquidity_Center_Operating_Policies.pdf, and
 - d. The Hosting Fees for the European Liquidity Centre are as set out in the published Colocation price list located at: https://www.theice.com/publicdocs/Colocation_Product_Price_List.pdf.

For the avoidance of doubt, Service Providers are not permitted in ICE's colocation facilities at 350 Cermak, Chicago.

4.3 ASSESSMENT OF FEES

1. In accordance with Section 4.1 above, Service Providers will receive a monthly invoice for the Market Access Fees.
2. Subject to Section 4.3.3 below:
 - (i) **Increase in End Users**

When a new End User is reported, any changes to Fees with respect to such End User will be charged on a non-prorated basis, starting as of the month of installation for such End User.
 - (ii) **Decrease in End Users**

Any changes to Fees with respect to an decrease in End Users will be implemented on a non-prorated basis, from the month that changes to End Users are reported by the Service Provider in accordance with Section 3.1 above (with no refunds/credits being given to the Service Provider for any decrease in End Users taking place in previous reporting periods but not reported in such reporting period in accordance with Section 3.1 above).
3. All Fees for Service Provider End User discrepancies will be invoiced and payable without the application of any discounts.

APPENDIX 1 - IGN END USER REPORTING

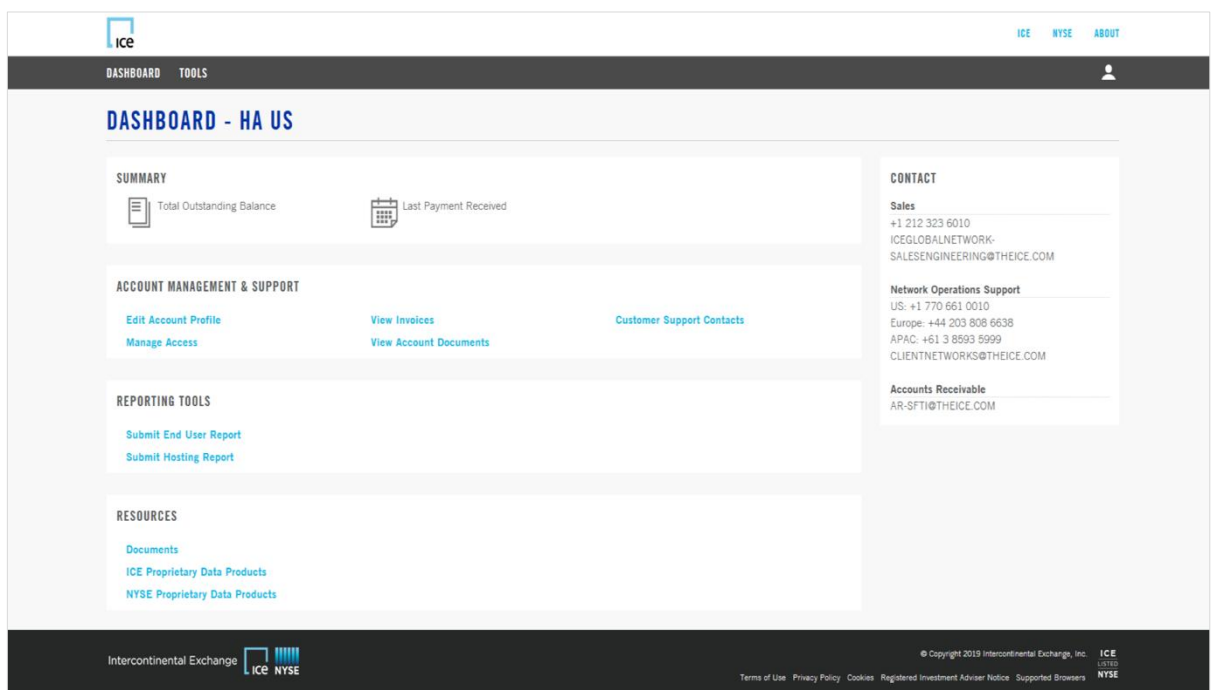
All reports must be submitted via the IGN web-based reporting application at dashboard.theice.com. Please address any queries with respect to the reporting application to your Account Manager in the first instance.

Dashboard User Registration and Access Set Up:

1. Navigate to dashboard.theice.com.
2. If you are not an existing dashboard user, register. If you are an existing user, login.
3. Link yourself to the applicable IGN account if you are not already linked. You will need the IGN account number and invoice number from any of the last three invoices. **Note:** if you use the dashboard in association with other ICE/NYSE accounts, contact us at SN-CFD-BusinessOperations@theice.com so that we link you to the IGN account upon verification.
4. Once linked, you will be taken to the dashboard home page for the account.
5. To enable access to the reporting application, navigate to Manage Access and select Reporting – Web access role.

Report Submission:

1. On the dashboard home page, locate Reporting Tools section.



2. Click Submit End User Report or Submit Hosting Report.
3. Complete Report Submission Form.

For each End User, information noted below is required.

Submit End User Report - reporting redistribution of connectivity to Market

END USER REPORTING

REPORT LOCATIONS WITH END USER CONNECTIONS

Report submission required.

END USER COMPANY

MARKETS

SERVICE PROVIDER PORT LOCATION

LOCATION TYPE

RESET

PREVIOUS REPORT SUBMITTED: No prior submissions

CURRENT MONTH REPORT STATUS: No reports created

ACCOUNT'S MARKET ENTITLEMENTS:

REPORT SUBMISSION FORM

Please be sure to save your work periodically or submit your report. For security reasons, you will be logged out after 30 minutes of inactivity and the information which has not been saved or submitted will be lost.

PON	No End User / Normalized	End User Company	Market	Indirect Service Provider	Service Provider Port Location	Router	Port	Location Type	IP Address & Subnet Mask	Set Up Date	Disc
<input type="checkbox"/>		<input type="text"/>	<input type="text" value="Select"/>	<input type="checkbox"/>	<input type="text" value="Select"/>	<input type="text" value="Select"/>	<input type="text" value="Select"/>	<input type="text" value="Select"/>	<input type="text" value="0.0.0.0/255.255.255.0"/>	<input type="text"/>	<input type="checkbox"/>
<p>ADD PORT LOCATION</p>											

You can resubmit report as many times as needed during the month. On the first day of the following month, limited changes can be made to the previously submitted information.

ADD

SAVE CURRENT MONTH REPORT AS DRAFT **SUBMIT**

Account's Market Entitlements:

Account's Market Entitlements will indicate the Markets to which an account has access. You must report with respect to each listed Market.

No End User/Normalized:

If you have access to a Market but do not provide any Service Provider Services or you only provide Normalized Market Data, check No End User/Normalized box and specify the applicable Market.

Indirect Service Provider:

If one of your End Users is further redistributing Service Provider Services, please check Indirect Service Provider box (such End Users being referred to in the IGN Service Provider Policy as an "Indirect Service Provider").

Service Provider Port Location:

Service Provider Port Location is the location of the IGN connectivity infrastructure maintained by the Service Provider that supports End User access to the selected Market.

Submit Hosting Report - reporting provision of Hosting Services:

HOSTING REPORTING

REPORT CABINET LOCATIONS OCCUPIED BY END USERS

Report submission required.

END USER COMPANY

CABINET LOCATION

▼

RESET

PREVIOUS REPORT SUBMITTED: No prior submissions

CURRENT MONTH REPORT STATUS: No reports created

REPORT SUBMISSION FORM

Please be sure to save your work periodically or submit your report. For security reasons, you will be logged out after 30 minutes of inactivity and the information which has not been saved or submitted will be lost.

PON	End User Company	Service Provider	Cabinet Location	Cabinet Type	Rack Units Used	Set Up Date	Disconnect Date
	<input style="width: 90%; border: 1px solid #ccc;" type="text"/>	□	<input style="width: 90%; border: 1px solid #ccc;" type="text" value="Select"/>	<input style="width: 90%; border: 1px solid #ccc;" type="text" value="Select"/>	<input style="width: 90%; border: 1px solid #ccc;" type="text" value="Select"/>	<input style="width: 90%; border: 1px solid #ccc;" type="text"/>	<input style="width: 90%; border: 1px solid #ccc;" type="text"/>

[ADD CABINET LOCATION](#)

You can resubmit report as many times as needed during the month. On the first day of the following month, limited changes can be made to the previously submitted information.

ADD

SAVE CURRENT MONTH REPORT AS DRAFT

SUBMIT

Cabinet Location:

Cabinet Location is the specific and exact cabinet location where End User is hosted.