

SPECIFIC TERMS

Euronext Colocation Services

MAY 2022

Version 3.1



EURONEXT

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In these Euronext Specific Terms Colocation Services ("**Specific Terms Colocation**"), capitalised terms shall have the meaning set forth in the Euronext General Terms and Conditions Data Centre Services ("**GTCs**"), or – if not defined in the GTCs – shall have the meaning set forth below:

"**Accepted Wireless Carrier**" means a provider of wireless communication services accepted by Euronext to provide wireless communication to Clients regarding their Colocation Activities (only) by having concluded a Wireless Services Order Form with Euronext to that effect.

"**Cabinet**" means the hosting cabinet(s) or rack(s) located in the Production Data Centre licensed for use by the Client pursuant to the terms of the Agreement.

"**Carrier**" means either (i) a carrier connected to the Production Data Centre by means of a fibre communication services, or (ii) an Accepted Wireless Carrier, regardless of whether it qualifies as Service Provider or not.

"**Colocation Activities**" means the activities which the Client conducts when making use of the Colocation Services, including allowing prior approved Client Affiliates or End Users to use the Client's services to connect to the Markets, or the deployment or use of any algorithm at any Equipment operated by Client in the Colocation Room.

"**Colocation Connectivity Services**" means the services to allow the Client (i) to connect the Client Equipment in the Colocation Room it deployed in respect of the Colocation Services with data centres or servers operated by the Client outside of the Production Data Centre through the Carriers, (ii) to establish Cross-Connects, and (iii) to connect through its Cabinets to any of the Markets of which it is a Member or otherwise allowed to connect to under an Other Euronext Agreement, all as further specified in the Order Form and pursuant to the terms and conditions of the Agreement.

"**Colocation Room**" means the designated area(s) in the Production Data Centre where the Cabinets are located.

"**Cross-Connect**" means any cross-connection established between the Cabinets of the Client, or between Client Equipment and non-Client Equipment (including Euronext Equipment, equipment from any Third-Party Provider, or equipment from an Accepted Wireless Carrier) and to any other location outside the Colocation Room (including the Meet Me Room) as allowed for under the Agreement (including Order Form or Policies).

"**Demarcation Point(s)**" means the demarcation point(s) specified in the Policies.

"**Meet Me Room**" means the facility within the Production Data Centre(s) from which Carriers can physically connect their network to the Production Data Centre(s) and provide certain related services from to the Client.

"**Prohibited Purpose(s)**" means any of the following: (a) reselling to any third party any (part of) the Colocation Services, unless and to the extent (i) offered by the Client to its Affiliates or End Users as Service Provider, (ii) such having been explicitly prior approved by Euronext under the Agreement; (iii) the Client having concluded a particular Other Euronext Agreement to that effect (i.e. a Service Provider accreditation agreement); and (iv) the Client ensuring that its Affiliates and End User comply with the applicable restrictions in that regard; (b) using or permitting the use of any Colocation Services for any illegal or immoral purpose; or (c) interfering with, damaging or disrupting any Equipment or network or software owned or used by Euronext or any third party; (d) operating a registered or unregistered multilateral trading facility, dark pool or carrying out trade matching operations from within the Production Data Centre; (e) any other prohibited purpose as set out in the Agreement, including the GTCs and any of the Policies.

“Support Hours” means the normal business hours applicable to the relevant Services, as further specified in the Policies.

“Smart Hands Services” means an additional Service, subject to additional Charges, offered by Euronext to assist the Client to install or modify their installation, maintain or monitor any Client Equipment or provide other support services within the Production Data Centre (including but not limited to physical checks of any Client Equipment, reset of any Client Equipment, etc.), all as further detailed in these Specific Terms Colocation and the respective Policies.

“Smart Hands Team” means the team of designated individuals providing the Smart Hands Services, as may be changed by Euronext from time-to-time.

“Specifications” means the requirements applicable to any Equipment deployed by the Clients in relation to any the Colocation Services and the use thereof, all as further set forth in the Policies.

“Wireless Services” means the right to install in the designated area at the Production Data Centre wireless communication equipment or make use of the services of an Accepted Wireless Carrier, all subject to and as specified in a separate Wireless Services Order Form, separate Specific Terms and the Policies.

“Wireless Services Order Form” means a separate Order Form under which Euronext provides Wireless Services.

1.2 **Interpretation**

In these Specific Terms Colocation and unless the context requires otherwise: (a) any words following the terms including, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (b) references to a section, schedule, paragraph or appendix are references to an article in these Specific Terms Colocation and a schedule, paragraph or appendix of, or to, the Agreement; (c) reference to any Rules, agreement, contract, document or deed shall be construed as a reference to it as varied or supplemented from time to time; (d) the headings, index and front sheet are all for reference only and shall be ignored when construing the Agreement; and (e) reference to any legislative provision shall be deemed to include any statutory instrument, under Applicable Law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.

2. EQUIPMENT AND INSTALLATION

2.1 **Euronext Equipment**

The Client shall not own any Euronext Equipment or allow any charges, liens, pledges or other encumbrances to be created over any Euronext Equipment. Furthermore, the Client warrants that it shall: (a) not cause the Euronext Equipment to be repaired, serviced or otherwise attended to except by an authorised representative of Euronext; (b) not remove, tamper with or obliterate any words or labels on the Euronext Equipment; (c) use the Euronext Equipment only for the purpose of receiving the relevant Services from Euronext and in accordance with the reasonable instructions given by Euronext from time to time; and (d) not move, modify, relocate or in any way interfere with the Euronext Equipment (including not cutting any Cross-Connect cables) unless explicitly authorised under the Policies. The aforementioned shall also apply to and be observed by the Client regarding the equipment of third parties, including other clients of Euronext.

2.2 Client Equipment

Euronext shall not own the Client Equipment or allow any charges, liens, pledges or other encumbrances to be created over the Client Equipment. Furthermore, Euronext warrants that it shall not allow the Client Equipment to be repaired, serviced or otherwise attended to, except by the Client or an authorised representative of Euronext (including any member of the Smart Hands Team). All Client Equipment must comply with the Specifications. Euronext reserves the right to decline the installation of any Equipment that does not comply with the Policies (including any Specifications set forth therein).

2.3 Installation

Euronext shall designate the locations of the Cabinets licensed to the Client within the Colocation Room. In the event that the Client requests for more than one Cabinet to be licensed and such is accepted by Euronext, Euronext shall use reasonable efforts to undertake to offer the Client Cabinets near each other, though the Client acknowledges and accepts that such may not be possible and Euronext assumes no obligation in respect thereof. The Client shall be responsible for the delivery to the Production Data Centre and installation of all Client Equipment (both in the Production Data Centre and outside the Production Data Centre) required to allow the Client to benefit from the Colocation Services. Euronext shall use its reasonable endeavours to assist the Client (as part of any requested Smart Hands Services) in (i) receiving Client Equipment at the Production Data Centre, (ii) keeping the Client Equipment stored in a common area of the Production Data Centre for a limited time period before its installation, and (iii) transporting and installing the Client Equipment to the relevant Cabinet(s) in accordance with the Policies, provided that all risks in and title to the Client Equipment shall at all times subsist with the Client. The Client shall provide to Euronext the schematics of the Client Equipment (to be) installed in the Client's Cabinets as from the first installation thereof (including a detailed diagram of the layout of the Equipment it wishes to install within the Cabinet(s) and a connectivity schematic to aid staff of Euronext in monitoring – and building and fitting when part of the Smart Hands Services – the Equipment within the Cabinet(s)) in accordance with the Policies. Euronext shall have no obligation to validate whether such schematics are correct and compliant with the Agreement and Applicable Law and such shall remain the Client's responsibility regardless.

2.4 Operation

The Client shall: (a) be responsible for the ongoing management of the Client Equipment; (b) provide all additional information which is reasonably requested by Euronext for the purposes of carrying out its obligations under the Agreement within a reasonable time of any such request; and (c) comply at its own expense with the reasonable instructions of Euronext in relation to the modification of the Client Equipment to enable the Client to receive the Colocation Services. In the event that the Client wants to make any modification to the Equipment it shall ensure that Euronext is informed of any intended change or modification thereto through the process as set forth in the Policies, including by providing Euronext a complete set of documentation in respect thereof (e.g. updated connectivity schematics, layout of Equipment and other relevant information). The Client shall not attach, or permit or cause to be attached, any devices or communication lines (including any Cross-Connect) to any Client Equipment without the prior permission of Euronext, unless it is explicitly authorised to do so under the Policies. The Client shall be entitled to determine itself the Equipment it will install in its Cabinet and how to interconnect such within its Cabinet (including between adjacent Cabinets), provided the Client complies with this Agreement (including the restrictions and Specifications set forth in the Policies) when doing so and the Client provides the schematics thereof as referred to in Section 2.3 above. All Euronext Equipment installation, relocation, maintenance or any other handling thereof and any Cross-

Connect may only be carried out or established by Euronext or its agents or sub-contractors.

2.5 Own responsibility

The Client shall be solely responsible for all its Client Equipment, including the delivery, transport, storage, installation, configuration, testing or maintenance thereof. Notwithstanding the ability of the Client to make use of the Smart Hands Services in respect thereof, Euronext bears no responsibility in this respect whatsoever. Any Services (including Smart Hands Services) provided by Euronext should be validated by the Client, rigorously tested in accordance with Best Industry Standards by the Client, and – only when no defects are established – be accepted by the Client before implementing such change in a production environment and Euronext bears no responsibility whatsoever for any Services not validated, tested and approved by the Client in this manner. Euronext has the right to inspect the Client Equipment and Cabinet after the Client has installed its Equipment or made modifications to it, which inspection shall be conducted visually unless based on Best Industry Practices other means of inspection are deemed reasonably required by Euronext. Euronext shall in principle invite the Client to attend its inspection observing a notice period of at least seven (7) calendar days, provided such is reasonably possible.

3. COLOCATION SERVICES

3.1 Colocation Services

The Colocation Services consist of the colocation services set out below: (a) licences for Cabinets; (b) onsite equipment installation services through Smart Hands Services; (c) onsite technical support services through Smart Hands Services; (d) configuration of the Equipment to the Specifications; (e) access to power and the ability to utilise cooling; and (f) the Colocation Connectivity Services, all as set out in and opted for by the Client under the Order Form, in each case, as more fully described in the applicable Policies. For the avoidance of any doubt, the Colocation Services do not include any services being provided by Euronext or any of its Affiliates under an Other Euronext Agreement (e.g. Data Licence) and the Client will be required to execute and maintain such separately. Euronext shall provide the Colocation Services as from the Service Start Date. Euronext shall take reasonable steps to meet any specified dates (whether in the Order Form or any of the Policies), though the Client acknowledges and agrees that such dates shall be indicative only and that Euronext shall not be in breach of its obligations under the Agreement or be liable for the consequences of any failure to meet them. Euronext will use all reasonable endeavours to maintain the reliability of the Colocation Services.

3.2 Permitted use

As part of the Colocation Services the Client is permitted to use the number of Cabinets specified in the Service Order for the term of the Agreement in direct relation to its Colocation Activities, provided it complies at all times with the terms and conditions of the Agreement, including these Specific Terms Colocation, the Policies and the maximum use of power and other relevant metrics as agreed under the Order Form. The Client shall ensure that the Colocation Activities it conducts are fully compliant with Applicable Law (including MIFID), the Rules, the Agreement, including all of the Policies, and any Other Euronext Agreement it is a party to.

3.3 Purpose

The intended purpose of the Colocation Services is to allow the Client to connect to the Markets hosted in the Production Data Centre through the use of Cabinets. The

Client shall ensure the Colocation Services are only used in accordance with their intended purpose and shall not do or omit anything which would qualify as a use of any part of the Colocation Services for a Prohibited Purpose, including when (de)installing, maintaining or operating the Equipment it uses regarding its Colocation Activities, or otherwise not be in full compliance with Applicable Law.

3.4 Access

The Client shall have access to the Cabinets and any other Client Equipment in the Production Data Centre, though only in accordance with and subject to these Specific Terms Colocation and the Policies. Euronext may for any reasonable cause – to be determined at its sole discretion acting in good faith – deny the Client access to the Cabinets or any other Client Equipment, including when carrying out emergency work within the Production Data Centre. Euronext shall inform the Client of such decision and the respective reason thereof, where reasonable possible by prior notice.

3.5 Suspension

Euronext, at its sole discretion and without prejudice to any right which it may have to terminate the Agreement or to terminate or suspend a Service, may elect to suspend forthwith the provision of the Colocation Services (in whole or in part) until further notice in the event that: (a) Euronext is obliged to comply with an order, instruction or request of a court, government agency, emergency service organisation or other competent administrative or regulatory authority or would otherwise be in breach of its regulatory responsibilities; (b) Euronext needs to carry out emergency works within the Data Centre(s); (c) Euronext has grounds to believe that (any part of) the Colocation Services are being used for any illegal purpose, any Prohibited Purpose or have been used so in the past and are likely to be used so again; (d) the use of (part of) the Colocation Services by the Client has or is likely to adversely affect Euronext's Colocation Services (or any other services) to other clients; (e) the use of the Services by the Client or any of its End Users poses or is likely to pose a risk for the orderly trading activities on any of the Markets; or (f) the Client exceeds its allocated power levels and does not reduce such to the appropriate agreed levels within the timeframe as indicated by Euronext. In the event that Euronext exercises its right to suspend the Services pursuant to this Section 3.5 it shall, whenever reasonably practicable, give prior notice of such suspension to the Client and its expected duration. In addition to the rights to suspend or terminate a Service pursuant to the aforementioned, Euronext will use its reasonable endeavours to suspend the Colocation Services regarding the Client (in whole or in part) if requested by the Client in accordance with the relevant provisions of the Agreement, including the GTCS and the Policies. The Client shall remain liable to pay the respective Charges during a suspension, unless the reason thereof is not attributable to the Client or caused by maintenance.

3.6 Fault reporting and corrective measures

Any Colocation Services failure or malfunction, or unauthorised use of any of the Colocation Services or other Services, or any security incidents should be reported promptly by the Client to Euronext in accordance with the process set forth in the Policies and any such report filed by the Client shall include the information required by Euronext in that regard (as set forth in or referred to in the Policies). In the event of a malfunction of all or any part of the Euronext Equipment, Euronext will, at its option, either repair or replace the faulty Euronext Equipment to restore the affected part of the Market Connectivity Services as soon as reasonably practicable. The Client will provide all information that Euronext deems is required to address the relevant event, including information regarding the Carrier used by the Client, and the Client shall provide all reasonably requested (further) assistance to Euronext in relation to such event, including regarding resolving it.

3.7 Limited licence

The Client acknowledges and agrees that (i) it shall have a limited term, revocable, non-assignable and non-transferable licence to use the designated Cabinets, which licence is derived from Euronext's right obtained from the Production Data Centre operator to offer such to the Client, and (ii) it shall promptly vacate the Production Data Centre upon the expiration or earlier termination of this Agreement in accordance with the Policy. Nothing set forth in the Agreement qualifies as a (property) lease or rent concluded between Euronext and the Client and the Client hereby waives to the extent permissible by law any and all rights in relation hereto.

4. COLOCATION CONNECTIVITY SERVICES

4.1 Compliance

Euronext shall undertake to comply with its obligations under Applicable Law when providing access to the Markets as from the respective Demarcation Point. This includes providing cables of matching quality and length between the Demarcation Points and the Euronext Equipment operating the Markets when required under Applicable Law. Euronext shall be responsible for the connection of the Equipment to the Markets, to the Meet Me Room, to the wireless communication devices of any Accepted Wireless Carrier and regarding any (other) Cross-Connects as from the respective Demarcation Point(s) as further set forth in the Policies. The Client may request Euronext to establish any such aforementioned Cross-Connects (which request Euronext may reasonably reject or condition), though the Client shall not be entitled to establish any such connection itself or have such established by any third party.

4.2 Connectivity options

Regarding the Client's connectivity to its Cabinets from locations outside the Production Data Centre(s), the Client can either use a Carrier or establish its own wireless communication facility by utilising the Wireless Services. In the event that the Client uses a Carrier, it shall contract the respective services from the respective Carrier directly and neither Euronext nor any of its Affiliates shall bear any responsibility in respect of such Carrier's performance of its services, regardless of whether Euronext has accredited the respective Carrier as Service Provider or otherwise. The Client may only utilise (a) Accepted Wireless Carriers for wireless connectivity not provided for by the Client itself, or (b) an accredited Service Provider which has concluded the appropriate Other Euronext Agreement to that effect with Euronext or any of its Affiliates and is listed as such on Euronext's website for ASP Services or ESP Services. The Client may only connect its Cabinets to and from locations outside the Production Data Centre. The Client shall ensure that it or the respective Carrier is responsible for all investments, including acquiring licences to use racks in the Meet Me Room to place equipment to connect with the Colocation Room, and for the technical installation, configuration, testing and maintaining any such equipment and the Carrier's continuous performance in compliance with the Policies and Applicable Law.

4.3 Wireless Services

In the event that the Client wishes to make use of the Wireless Services, it shall be required to submit a Wireless Services Order Form to Euronext. If and when accepted by Euronext, the Wireless Services are provided to the Client on the basis of such separate Wireless Services Order Form and the terms applicable to such.

4.4 Monitoring

The Client shall monitor and maintain all relevant telecommunications circuits. On a regular basis Parties shall discuss any concerns the Client may have regarding the services of the Client's Carrier regarding any of the Data Centres, without the

Client being obliged to provide Euronext with such Carrier's or its own confidential information in this regard. In the event that the Client is acting as Service Provider and any such relevant telecommunication with the respective End User is disconnected or otherwise affected without the required redundancy being available, the Client shall prevent any further activities being conducted by such End User on any of the Markets unless and until such telecommunications connection is fully restored.

5. SMART HANDS

5.1 **Smart Hands Team**

Euronext shall maintain the Smart Hands Team as described in the Policies.

5.2 **Smart Hands Services**

The Client can request Smart Hands Services via the Portal. Where requested by the Client and accepted by Euronext in accordance with the Policies, Euronext shall provide the Smart Hands Services and will use its reasonable endeavours to fulfil the Client's instructions in relation to such Services, provided such are compliant with Applicable Law and the Agreement and subject to payment of the corresponding Charges by the Client. Where the Smart Hands Team follows the instructions of the Client in relation to such Smart Hands Services, Euronext shall not be responsible for the success of such Smart Hands Services, or for any relevant unexpected consequence affecting in any way the Client, including the Client Equipment and the Client's business. The Client shall remain solely responsible for such.

5.3 **Availability and prioritisation**

The Client acknowledges and agrees that the Smart Hands Team will process service request from various clients as well as Euronext, its Affiliates and its Third-Party Providers and that as a result thereof Euronext may require to prioritise service requests from itself or third parties above those of the Client. In the event that Euronext deems it necessary to prioritise certain requests, Euronext shall not bear any risk or liability in this regard and the Client shall not be entitled to hold Euronext or any of its Affiliates responsible or liable for the consequences of any such decision or – expected or unexpected – consequences thereof on the Client, including the Client Equipment, the Client's business, or any of its Affiliates or End Users, even if the Client has warned Euronext thereof. The Client acknowledges and accepts that the capacity of the Smarts Hands Team is not unlimited, as a result of which such prioritisation by Euronext may be required. Euronext shall use reasonable efforts to prioritise the most urgent service requests above other service request, including its own non-urgent ones.

5.4 **Support Client**

Euronext, through the Smart Hands Team or directly, may determine that additional remedial actions are required, in which case the Client shall provide an engineer (or such additional staff as Euronext may reasonably require) who shall provide support and in act in compliance with all Policies and subject to this Section 5 where applicable.

6. ADDITIONAL CHARGES

6.1 **Smart Hands Services Charges**

The Smart Hands Services requested will give rise to related Charges as set forth in the then-current Price List or – for non-standard Smart Hands Services – as

specified in a quote agreed between the Client and Euronext. Any such Charges shall be payable in arrears unless Euronext notifies the Client otherwise in writing (including by email).

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6.3 **Excess usage**

In the event that the Client exceeds the allocated power levels as agreed under the Order Form, Euronext may require the Client to become obliged to pay excess fees for such as set forth in the then-current Price List. Euronext may serve a written notice of such excess use to the Client and may require the Client to reduce its power consumption within the agreed limitation within a period as determined by Euronext. Without prejudice to any other right Euronext has in that regard (including any other suspension or termination right), in the event of a failure of the Client to comply with such request or any other failure to pay any Charges regarding Colocation Services hereunder, Euronext reserves the right to disconnect the power to the Cabinet until the Client reduces its power consumption as agreed and/or to terminate the Agreement.

6.4 **Additional Charges**

Without prejudice to any other right Euronext may have under the Agreement, in the event that Euronext has to perform any maintenance work required as a result of misuse, neglect or unauthorised interference with any of the Colocation Services or the Euronext Equipment or for any work carried out either outside Support Hours or outside the scope of Euronext's contractual obligations and such is attributable to the Client, including the investigation of reported faults where no fault is found to exist, Euronext reserves the right to charge any additional amount to the Client.

7. ADDITIONAL TERMS

7.1 **Biometrics**

The Client may be offered the opportunity to protect its Cabinets with biometric security measures, as further set forth in the Policies. The Client shall ensure that before it applies such biometric security measures it has obtained all regulatory approvals, consents, or declarations of no objection or similar decisions required to apply such biometric security measures on its Cabinets, including but not limited to having obtained any required works council approval. Additionally, the Client warrants that (notwithstanding its general obligation to do so) it shall specifically adhere to all provisions of Applicable Law regarding data protection in this regard at all times. Euronext shall not incur any responsibility or liability in respect of any such biometric security measure as no personal data of any of the users thereof shall be maintained by or on behalf of Euronext.

7.2 **Survival**

The following Sections of these Specific Terms shall survive a termination of the Agreement: Section 2.1 (Euronext Equipment), Section 2.2 (Client Equipment), Section 2.5 (Own responsibility), Section 3.7 (Limited licence), Section 6.1 (Smart Hands Services Charges), Section 6.4 (Additional Charges), and this Section 7.2.