ICE Endex

Market Data Policy

Version 4

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Contents

Revisions

Version	Date	Completed By	Description of Changes
1.0	31/10/2022	Kate Hancock / Shearman & Sterling LLP	N/A
2.0	09/03/2023	Kate Hancock / Shearman & Sterling LLP	Revisions to clarify units of count, conditions for customers to be charged on strictly per user basis, and to restate units of count in fees schedule for end-user consumption of data.
3.0	17/04/2024	James Chew / Cedric Hung	2024 Fee update
4.0	13/01/2025	James Chew / Cedric Hung	2025 Fee update

1 Purpose and Coverage

The purpose of this document is to set out relevant information on the provision by ICE Endex (the "Exchange") of market data[1] so that customers can understand the fees and the terms and conditions applicable to them, and compare the Exchange's offering with other providers. The information provided in this market data policy includes price lists for the Exchange's market data offering as well as relevant indirect services to access and utilize the market data, and summaries of the main terms and conditions of the relevant license agreements. Links to the applicable agreements are also provided.

This policy does not form part of the market data agreements. To the extent there is any discrepancy between this document and the agreements listed below, the provision in the relevant agreement will govern.

ICE Data LLP ("ICE Data") manages the sale and access to ICE Group's market data. ICE Data is the licensing party on behalf of the Exchange for its market data agreements. Since users of market data typically operate internationally and across several of ICE's exchanges, the relevant license agreements are structured to cover multiple regulated markets across the ICE Group, and not just the Exchange.

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[1] For the purposes of this policy, market data refers to trade data, i.e. pre-trade and post-trade data which the Exchange makes public for the purpose of the pre-trade and post-trade transparency regime.

The Exchange operates regulated markets in energy and equity futures and options. This policy relates to market data made available by the Exchange. A full up to date list of the Exchange's products, including the contract specifications, is available on the ICE website: https://www.ice.com/endex.

A full list of the Exchange's fees, including execution fees, are available at https://www.ice.com/publicdocs/Fee_Overview.pdf (trade data fees only) and https://www.ice.com/publicdocs/endex/Fee_Comprehensive.pdf (trade data and execution fees)

Any queries regarding this market data policy should be addressed to ICE Data at ICEData-Operations@theice.com

2   Policy

The Exchange provides ICE ENDEX (Commodities) and ICE ENDEX (Equity Derivatives) data packages, consisting of firm executable bids, offers submitted to the order book, trades that have occurred, and resting bids and offers and/or trades for contracts traded on the Exchange.

The Exchange licenses its market data according to the following use cases, on an objective, transparent and non-discriminatory basis:

1. **Redistribution by data vendors**.

2. **End-user consumption of data**. There are separate licensing arrangements depending on whether the user subscribes to the data direct from ICE or via a data vendor. However, the same use cases and charges apply within each licensing regime, with licenses for the following.

    a. Terminals and handheld devices

    b. Wallboard

    c. Datafeed/non-display.

3. **Derived data** used by index providers and customers creating financial products that reference ICE market data.

4. **Individual API licenses**, allowing integration of the iMpact data feed into the licensee's proprietary applications, covering data from all of ICE's exchanges, for a set monthly fee.

Explanations of definitions, applicable prices, terms and conditions, and links to relevant documents for each of the above use cases are set out below. All template agreements are entered into by the user with ICE Data.

There are no customer categorisations within the above use cases, or otherwise differentiated by the Exchange in the supply of its market data. The Exchange licenses its market data by user solely by use case.

Discounts. The Exchange does not offer discounts on market data fees.

Unit of count. For display data, the Exchange uses entitlement per active user as the unit of count, and for non-display data it uses per device as the unit of count. Per device is used as the unit of count for non-display data so that there is a single charge for accessing a datafeed for multiple use cases.

If a customer wishes to be charged per user rather than per entitlement, the customer must have the requisite infrastructure to monitor and aggregate data access, for all internal non-derived usage, across all relevant platforms, locations and business units including the ability to report access ID and corresponding unique users; the corresponding devices; the corresponding services; category of uses; and other technical information, depending on the specific license agreement executed with the client.

Technology and **End of Day** fees are addressed separately in this policy.

2.1 Redistribution by data vendors

Definition. The Exchange offers licenses for users who wish to use, process and disseminate the Exchange's market data via their own information systems, *i.e.* becoming an Authorized Vendor as defined in the Quote Vendor Agreement.

The Exchange offers a separate license for users who wish to publicly display the Exchange's delayed data. Public display is defined as an Internet website, web page, electronic media or printed material that is not security restricted and/or pay-per-view (Quote Vendor Agreement). For completeness, this separate public display license does not require the purchase of any bespoke software such as required for users of web-based applications.

Annual Redistribution License Fees.

Product	Fee
Redistribution License Fee (Real Time, Delayed and Historical)	$10,000
Public Display	$2,500

Links to relevant documents.

Document	Link
Quote Vendor Agreement	https://www.ice.com/publicdocs/ICE_Exchange_Vendor_Agreement.pdf
Public Display Agreement	https://www.ice.com/publicdocs/Public_Display_Agreement_1701.pdf
FAQs regarding the Quote Vendor Agreement	https://www.ice.com/publicdocs/data/ICE_Data_Quote_Vendor_Agreement_FAQs.pdf
Fee Schedule	https://www.ice.com/publicdocs/Fee_Overview.pdf
List of Authorized Vendors	Available at https://www.theice.com/market-data/proprietary-data

Key terms and conditions.

- Users who wish to redistribute the Exchange's data must execute a Quote Vendor Agreement, as indicated above.
- Key terms & conditions are summarized below for ease of reference. Users who wish to become an Authorized Vendor should consult the template Quote Vendor Agreement in full. Authorized Vendors should consult their executed Quote Vendor Agreement.
- Capitalised terms have the meaning given to them in the Quote Vendor Agreement.

ICE Data maintains a list of Authorized Vendors at https://www.theice.com/market-data/proprietary-data

Relevant provision	Terms & conditions
	Quote Vendor Agreement
Clause 2.1 *Pricing Data*	An Authorized Vendor is granted a license to accept and use the Pricing Data for the sole purpose of distributing and making available the Pricing Data to Authorized Users through Subscribers.
Clause 2.8 *Pricing Data*	Authorized Vendors must at all times comply with the Pricing Data Policy

Relevant provision	Terms & conditions
Schedule 4 *Pricing Data Policy*	
Clause 3.1 *Use of Pricing Data*	The Authorized Vendor must not distribute the Exchange's data on any Display Device without the prior written consent of ICE Data.
Clause 3.4 *Use of Pricing Data*	End users consuming the Exchange's Real Time Pricing Data via the Authorized Vendor must first execute the ICE Subscriber Agreement. See section 2.2 below (*End-user consumption of data*).
Clause 4 *Monthly Reporting Obligations* Schedule 6 *Reporting Requirements*	Authorized Vendors are subject to monthly reporting obligations set out in Clause 4 and Schedule 6.
Clause 5 *Public Display Agreement*	Authorized Vendors intending to publicly display delayed pricing data must execute the separate Public Display Agreement. "Public Display" is defined as an Internet website, web page, electronic media or printed material that is not security restricted and/or pay-per-view
Clause 6 *Charges*	Charges shall be payable by the Authorized Vendor for every Unit of Count actively receiving market data during the relevant period. The relevant end-user fees are covered in section 2.2 below (*End-user consumption of data*). "Unit of Count" is defined in Schedule 6 as All Closed Feeds, Datafeed Environments, Display Devices, non-display devices, Unique User ID's, Algo-Boxes, Slave Devices, Wallboards, Trial Subscribers and backup disaster recover sites that were authorized or allowed to access Pricing Data at any time during the reported month must be included in the activity report
Schedule 11 *Authorized Vendor Information Systems*	Authorized Vendors are required to complete Schedule 11 of the Quote Vendor Agreement providing a description of the

Relevant provision	Terms & conditions
	Authorized Vendor's distribution platforms and products distributing the Exchange's market data. A list of the Authorized Vendors' products or platforms which are approved for distribution of the market data will be maintained on the Authorized Vendor's ICE Dashboard.
N/A	Authorized Vendors are permitted to grant a reasonable number of internal fee waivers for ICE Data approved internal uses to allow the Authorized Vendor to develop, support and maintain the data within their systems. Authorized Vendors must submit a fee waiver request in writing to ICE Data. See FAQ question 4 in the links above.
	Public Display Agreement
Clause 2.1 *Delayed Benchmark Pricing Data and Delayed Pricing Data*	A Site Owner is licensed to display Delayed Pricing Data and Delayed Benchmark Pricing Data
Clause 2.5 Schedule A *Public Display Policy*	A Site Owner must at all times comply with the ICE Public Display Policy set out in Schedule A
Clause 3 *Charges* Schedule A	A Site Owner must pay the Charges as set out in Schedule A Section D *Charges*
Schedule C *Display Details*	The Site Owner must complete Schedule C indicating on which website or report they intend to display the Exchange's data

2.2   End-user consumption of data

Definition. The Exchange charges end-user consumption of data on the basis of the following use cases:

   a. **Terminals and handheld devices**, including Display Devices, Unique User ID's, Algo-Boxes and Slave Devices as defined in the Quote Vendor Agreement.

b. **Wallboard**, defined as any form of display or medium which projects, displays or makes visible an image which is greater than 42 inches in diagonal length or when combined with other forms of display or media, projects, displays or makes visible an image which is greater than 42 inches in diagonal length, as defined in the Quote Vendor Agreement.

c. **Datafeed or non-display**, defined as accessing, processing or consuming the Exchange's market data for a purpose other than in support of the user's display or further internal / external redistribution.

Monthly Market Data Real Time Fees.

Data package	Use case	Fees **Display: per entitlement per active user** **Non-display: per device**

ICE ENDEX (Commodities)
 	
Dutch TTF Gas Futures / Options / Spot
 	
Other European Gas Futures e.g.
 	
  ▪ Italian PSV,
  ▪ German NCG,
  ▪ German Gaspool
 	
EU Emissions Futures / Options
 	
UK OCM Gas Spot / Indices
 	
European Financial Power Futures / Options e.g.
 	
  ▪ German,
  ▪ Italy,
  ▪ France
 	
European Physical Power Futures e.g. Netherlands
	Terminal and handheld	$137

	Wallboard	$750
	Datafeed / Non-display	$825
ICE ENDEX (Equity Derivatives) Single stock options Index options	$0	

Links to relevant documents.

Document	Link
ICE Subscriber Agreement	https://www.ice.com/publicdocs/ICE_Subscriber_Addendum.pdf
Fee Schedule	https://www.ice.com/publicdocs/Fee_Overview.pdf
Fee Schedule – trade execution and trade data	https://www.ice.com/publicdocs/endex/Fee_Comprehensive.pdf

Key terms and conditions.

- Users who wish to receive and utilize the Exchange's real time pricing data must execute a Subscriber Agreement and become a Subscriber, regardless of whether they receive this data directly or via an Authorized Vendor.
- Key terms & conditions are summarized below for ease of reference. Users who wish to access the Exchange's data should consult the Subscriber Agreement in full. Users who already access the Exchange's data should consult their executed Subscriber Agreement.
- Capitalised terms have the meaning given to them in the Quote Vendor Agreement or Subscriber Agreement.

Relevant provision	Terms & conditions
	Subscriber Agreement
Clause 3 *Receipt of Market Data by Subscriber*	Subscribers will only use the Market Data for their own internal business activities on the Devices designated by Subscriber in writing to Vendor.
	Internal business activities is defined as:
	• trading, for its own account or for the account of its customers, of commodity futures contracts, options on commodity futures contracts or similar derivative instruments, or
	• evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity future contracts, or like derivative instruments, subject to all of the limitations set forth below in this sub-paragraph as to the telephonic

Relevant provision	Terms & conditions
	disclosure to customers of a necessary and de minimis number of segments of Market Data
Clause 6 *Exchange Fees*	The Subscriber must pay the Vendor the fees in accordance with the fee schedule published by the Exchange from time-to-time. See fee schedule link above.
N/A	There is no charge for delayed pricing data. Delayed pricing data is defined in the Quote Vendor Agreement as market prices of traded contracts transmitted more than 10 mins from publication via the API.

2.3 Derived data

Definition. The Exchange offers license arrangements for users who want to use the Exchange's market data to create:

- **Derived Data** is defined in the Derived Data License Agreement as data created by the user, in connection with user's use of the Exchange's market data as permitted under the terms of the Derived Data License Agreement, as a result of combining, processing, changing, converting or calculating the Exchange's market data or any portion thereof with other data where the resultant data:
  - (i) does not bear resemblance to the underlying Exchange's market data;
  - (ii) cannot be readily reverse engineered, disassembled or decompiled such that a third-party may access the Exchange's market data via the Derived Data;
  - (iii) cannot be used in a manner which could be a source of, or a substitute for Data provided by ICE Data,
  - (iv) cannot be used in whole or in part in a manner which competes with ICE Data or its Affiliates; or
  - (v) cannot be used for constructing, creating or calculating the value of any index or indexed products.

- An **Index Product**, the definition of which is agreed between ICE Data and the user.

Annual Derived Data Fees

Product	Fee
Data and Trademark - Intraday and End of Day For use in Indices that are sublicensed	Please contact ICE Data[2]
Data and Trademark - Intraday, per product For use in Indices that are not sublicensed	$25,000
Data and Trademark - End of Day, per product For use in Indices that are not sublicensed	$10,000
Spreadbet and CFD's	$50,000

Links to relevant documents

Document	Link
ICE Derived Data License Agreement	https://www.ice.com/publicdocs/ICE_Data_Form_of_Derived_Data_License_Agreement.pdf
ICE Index Data License Agreement	https://www.ice.com/publicdocs/ICE_Data_Form_of_Index_Data_License_Agreement.pdf
Fee Schedule	https://www.ice.com/publicdocs/Fee_Overview.pdf
Fee Schedule – trade execution and trade data	https://www.ice.com/publicdocs/endex/Fee_Comprehensive.pdf

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[2] Fees are calculated on bps of AUM annually

Key terms and conditions.

- Users who wish to use the Exchange's data in the creation of products derived from the data must execute a Derived Data License Agreement.
- Users who wish to use the Exchange's data in the creation, issuance, marketing and promotion of index products based in whole or in part on the data must execute an Index License Agreement.
- Key terms & conditions are summarized below for ease of reference. Users who are interested in entering into either agreement, or who already have entered into such agreements, should consult the agreements in full.
- Capitalised terms have the meaning given to them in the Derived Data License Agreement and Index License Agreement.

Relevant provision	Terms & conditions
Derived Data License Agreement	
Clause 1.1 *Grant of License* Exhibit C	The Licensee is granted the right to use the Data in Derived Data for the permitted scope(s) of use. Both the definition(s) of Derived Data and the permitted scope(s) of use are agreed on an individual basis with the relevant Licensee and set out in Exhibit C.
Clause 1.3 *Grant of License*	Before distributing the Derived Data to a Client, the Licensee must *inter alia* execute a Derived Data Agreement with the Client. ICE Data reserves the right to refuse access to or revoke access granted to any Client.
Clause 3 *Fees and Audit Rights* Schedule D *Fee and Exchange Schedule*	The Licensee shall pay license fees to ICE Data in accordance with the Fee Schedule set out in Exhibit D.
Exhibit A *ICE Data Futures*	The scope of Data to be licensed for use in the Derived Data is agreed on an individual basis with the relevant Licensee and set out in Exhibit A.
Index License Agreement	
Clause 1.1 *Grant of License*	The Licensee is granted the right to use the Data for the purpose of creating, issuing, distributing, marketing and maintaining Index Products.

Relevant provision	Terms & conditions
Clause 1.3 *Grant of License* Exhibit D Exhibit E	The Licensee shall be permitted to provide Index Products to the Licensee's end-user clients and to third party data distribution agencies for the sole purpose of facilitating trading of the Index Products, provide that they have executed an end user license agreement and data distribution license agreement respectively. The template End user License Agreement is in Exhibit D. The template Memorandum of Agreement for data distributors is in Exhibit E.
Clause 3 *Fees and Audit Rights*	The Licensee shall pay license fees to ICE Data in accordance with clause 3.1
Exhibit A *ICE Data Commodities*	The scope of Data to be licensed for use in the Index Products is agreed on an individual basis with the relevant Licensee and set out in Exhibit A.

2.4   Individual API licenses

Definition. Companies with access to the iMpact data feed, regardless of access type (whether directly accessing, a quote vendor, or an independent software vendor ("ISV")), are charged monthly fees as follows and will not be subject to the real-time market data fees in section 2.2.

Monthly API License Fees

Product	Fee[3]
Direct Connect Fee	$2,350 (monthly per unique company ID)
All Exchanges: FIX OS License Fee	$525 per order server (monthly per unique company ID)

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[3] License fees are flat fees. These fees are not impacted by the number of ICE Futures Exchanges selected.

Product	Fee[3]
All Exchanges: Price Server Access	$105 per price server (monthly per unique ID)
All Exchanges: POF Access	Client: $500 per POF ID (fee waived for first ID)
	Parent: $750 per Account
	Clearer: $1,000 per Account
All Exchanges: Trade Capture Access	Client or Broker: $50 per TC ID (fee waived for first ID)
	Parent: $100 per Account
	Clearer: $200 per Account

Links to relevant documents

Document	Link
Fee Schedule	https://www.ice.com/publicdocs/Fee_Overview.pdf
Supported markets on ICE API	https://www.ice.com/publicdocs/technology/Supported_Market_Types_on_ICE_API.pdf
Home page for ISV solutions	https://www.ice.com/technology/isv

Key terms & conditions. ICE Data Services will require that all firms with access to pricing data over impact price servers submit a monthly declaration quantifying all end users. Failure to report monthly access declarations will result in a delinquent reporting fee of $5,000 after the third delinquent month and may result in ICE restricting future access to market data.

2.5 Technology fees

The monthly flat fee for a FIX (Financial Information eXchange) Trading ID per data package allows proprietary applications or ISV applications to route orders directly to the Exchanges.

Product	Fee[4]
FIX Trading ID (Monthly)	$137

There is no associated template agreement with the FIX Trading ID. Clients who require FIX Trading IDs require access to the Exchange, and therefore must enter into an ICE Data Services and Software Services Agreement and associated Product Activation Forms, which are beyond the scope of this market data policy.

2.6 End of Day fees

The Exchange offers End of Day ongoing and historical data subscriptions for clients looking to receive an automated end of day report of information published on the ICE website. These are available free of charge on ICE's website, see links below.

The Exchange offers an annual flat fee for FTP (file transfer protocol) Access End of Day, or a flat fee per year for historical data.

Product	Fee
FTP Annual Flat Fee for Access End of Day	$2,500 annually - daily updates $50 - per year for historical data

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[4] Clients who are using a conformed ISV or conformed proprietary platform and the end user is trade enabled with their own unique fix id can benefit from reporting their usage as 1:1 and will be charged a single fee on the WebICE invoice as a FIX trading id fee

Links to relevant documents

Document	Link
End of Day Report Center	https://www.ice.com/report/159 https://www.ice.com/report/160 https://www.ice.com/report/167
EOD Subscription website	https://www.ice.com/report-center/data-subscription
Fee Schedule	https://www.ice.com/publicdocs/data/ICE_EOD_Market_Summary_Reports_Fee_Schedule.pdf

3   Standardized Terminology

Where appropriate, the Exchange incorporates the standardized terminology in ESMA's Final Guidelines on MiFID II / MiFIR obligations on market data into its license agreements.[5] Since the Exchange licenses its market data by use case and has separate agreements for each use case, not all the standardized terminology is relevant to an individual license agreement.

The ESMA standardized terminology is set out below (3.1) together with an explanation of the relevant terminology and definitions used in the Exchange's agreements, including clarification where there is a difference vs the ESMA standard terminology (see 3.2). ICE Data is happy to address any questions about these directly.

3.1   ESMA Standard Terminology

i.   Customer

The Customer should be the natural and/or legal person who signs the market data license agreement with the market data provider and is invoiced for the market data fees.

ii.   Unit of Count

The Unit of Count should be the unit used to measure the level of use of market data to be invoiced to the customer and that is applied for fee purposes. It should distinguish between the type of use, i.e. display use and non-display use.

iii.   Professional Customer

Professional Customer should mean a customer who uses market data to carry out a regulated financial service or regulated financial activity or to provide a service for third parties, or who is considered to be a large undertaking, i.e. meeting two of the following size requirements on a company basis: (i) balance sheet total of EUR 20 000 000 (ii) net turnover of EUR 40 000 000 (iii) own funds of EUR 2 000 000.

iv.   Non-Professional Customer

Non-Professional Customer should mean a customer who does not meet the definition of Professional Customer.

v.   Display Data

Display Data should mean the market data provided or used through the support of a monitor or a screen and that is human readable.

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[5] https://www.esma.europa.eu/sites/default/files/library/esma70-156-4263_guidelines_mifid_ii_mifir_obligations_on_market_data.pdf

vi.   Non-Display Data

Non-Display Data should mean all the market data which does not meet the definition of Display Data.

vii.   Market Data

Market Data should mean the data trading venues, SIs, APAs and CTPs have to make public for the purpose of the pre-trade and post-trade transparency regime. Therefore, market data includes the details set out in Annex I of RTS 1 and Annex I and Annex II of RTS 2.

viii.   Real-time

Data Real-time Data should mean market data delivered with a delay of less than 15 minutes after publication.

ix.   Delayed Data

Delayed Data should mean market data made available 15 minutes after publication.

3.2   Application in the Exchange's Agreements

Set out below are clarifications as appropriate on use of terminology by the Exchange compared to the ESMA standard terminology.

ESMA Term	Clarification
Customer	In the license agreements, the Exchange uses terms to align with the license's specific use cases. For example, Authorised Vendor in the Quote Vendor Agreement.
Unit of Count	For display data, the Exchange uses entitlement per active user as the unit of count, and for non-display data it uses per device as the unit of count.
Professional / Non-Professional	Retail traders do not trade on the Exchange's markets, so the definition of professional vs. non-professional customers is not relevant and not used in the Exchange's agreements.
Display Data and Non-Display Data	Where the Exchange uses these terms, they are consistent with the ESMA standard definition. Note, however, that there are separate agreements for each use case within display and non-display data categories.
Market Data	The Exchange uses the terminology Pricing Data instead of Market Data. The two definitions are substantially inter-changeable

ESMA Term	Clarification
Real-Time Data and Delayed Data	The Exchange defines real-time data as any market data that is <10 minutes old. ESMA standard terminology define real-time data as any market data that is <15 minutes old.

ESMA Term	Clarification