

ADDITIONAL TERMS FOR ANCILLARY SERVICES

These Additional Terms for Ancillary Services (**Ancillary Services Terms**) form part of an Agreement between the Derivatives Service Bureau (DSB) Ltd (“**DSB**”) and the User named on the Subscription Form in which these terms are incorporated and should be read together with the other terms of that Agreement.

PART A - GENERALLY APPLICABLE TERMS

1. Amendment

- 1.1. The DSB may amend these Ancillary Services Terms (subject to paragraph 3.5 in respect of the Fees) by issuing a Variation Notice in the same circumstances set out in clauses 1.2(a) and 1.2(c) of the Main Terms.

2. Use with Core Services

- 2.1. The User may only use Ancillary Services in connection with Core Services. Except where the User is accessing a Core Service in a UAT environment pursuant to separate terms, Subscriptions for Ancillary Services may not be acquired unless the User has at least one active Subscription for a Core Service.
- 2.2. The DSB shall provide the Ancillary Services in relation to all Core Services for which the User has an active Subscription.
- 2.3. The DSB may terminate any Subscription for an Ancillary Service with immediate effect on written notice to the User if the User no longer has any active Subscriptions for a Core Service. Unless as otherwise stated in the Agreement, Fees paid in advance under an Ancillary Service Subscription terminated pursuant to this paragraph 2.3 will not be refunded and the DSB shall have no liability arising from such termination.

3. Fees and invoicing

- 3.1. Notwithstanding clauses 9.1 and 9.4 of the Main Terms, the Fees payable by the User for Ancillary Services and associated invoicing provisions are set out in these Ancillary Services Terms and not in the Charges Policy. The Fees for each Ancillary Service are included in the terms applicable to that Ancillary Service below.
- 3.2. The Fees shall be invoiced as follows:
 - a) The “**Initial Invoicing Period**” is the period commencing on the Commencement Date and ending on expiry of the Initial Subscription Period. Invoices that relate to the Initial Invoicing Period will be distributed within fourteen (14) calendar days from the Commencement Date and will be payable in accordance with clause 9.6 of the Main Terms.
 - b) Invoices that relate to any subsequent Renewal Period (an “**Invoicing Period**”) will be distributed in advance of the commencement of the Invoicing Period and no later than 15 December or the next Working Day.
- 3.3. All Fees that are payable on a recurring basis (monthly or annually) are payable annually in advance. Annual Fees will be pro-rated monthly for the Initial Invoicing Period (with the month in which the Commencement Date falls being the first full month charged). Monthly fees will be pro-rated daily for any non-complete months within the Initial Invoicing Period.
- 3.4. Invoices shall be payable in accordance with clause 9.6 of the Main Terms.

3.5. The DSB may amend the Fees for Ancillary Services once annually by issuing a Variation Notice. Fee increases shall take effect on commencement of the next Invoicing Period.

4. 3-year Subscriptions

4.1. The following terms apply if the User elects to acquire a “3-year” Subscription for any Ancillary Service (as indicated in the Subscription Details):

- (a) The period from the Commencement Date until expiry of the second Renewal Period will be considered the **Minimum Term**, notwithstanding that this period may be less than 3 years if the Commencement Date occurs part-way through a calendar year.
- (b) The DSB shall not increase the Fees payable for the Ancillary Service during the Minimum Term. This does not apply to any new features incorporated into the Ancillary Service during the Minimum Term; the DSB may charge additional Fees if the User wishes to access such features during the Minimum Term.
- (c) During the Minimum Term, the User may not exercise its right to terminate the Agreement pursuant to clause 16.6 of the Main Terms with effect from expiry of the Initial Subscription Period or then-current Renewal Period.
- (d) With effect from expiry of the Minimum Term, the User may elect to terminate its Subscription pursuant to clause 16.6 of the Main Terms and acquire a new “3-year” Subscription at the Fees that apply to that Ancillary Service on commencement of the new Subscription. If the User elects not to do so, the Subscription will continue for successive 1-year Renewal Periods at the Fees applicable to that Ancillary Service on commencement of the 1-year renewal (and the Fees will be subject to any usual increase) until the Subscription is terminated in accordance with the Agreement.

4.2. If the User elects to acquire a “1-year” Subscription for any Ancillary Service (as indicated in the Subscription Details), the User may exercise its right to terminate the Agreement pursuant to clause 16.6 of the Main Terms with effect from expiry of the Initial Subscription Period notwithstanding that this may result in the Subscription terminating before a period of 1 year has lapsed.

PART B – PREMIUM SUPPORT TERMS

5. Service description

The DSB offers users additional support for their Core Services, as more fully described at <https://www.anna-dsb.com/dsb-premium-support/> (“Premium Support”).

6. Fees

The Fees applicable to Premium Support are available at <https://www.anna-dsb.com/dsb-premium-support/>.

PART C – ENTERPRISE ACCESS TERMS

7. Service description

7.1. The DSB offers users connected to Core Services via an API additional use rights and different latency Service Levels for those Core Services, as more fully described at <https://www.anna-dsb.com/download/dsb-enterprise-service/> (“Enterprise Access”).

7.2. If the User has Enterprise Access for a Core Service:

- a) the use rights referred to in paragraph 7.1 take precedence over any more restrictive use rights in the DSB Acceptable Use Policy and/or the DSB User Policy for that Core Service; and
- b) the Service Levels referred to in paragraph 7.1 replace the latency Services Levels in the DSB Service Level Policy for that Core Service.

7.3. Enterprise Access is available in both Production and UAT environments. However the DSB shall provide Enterprise Access in relation to all Core Services currently being used by the User in those environments.

8. Fees

8.1. The Fees applicable to Enterprise Access are available at <https://www.anna-dsb.com/dsb-enterprise/>.

8.2. Any hosting fees or expenses incurred by the DSB on behalf of the User shall be payable by the User. The DSB shall invoice the User for all such fees and expenses on a pass-through basis as and when incurred. These invoices are payable in accordance with clause 9.6 of the Main Terms.

8.3. If the User elects to acquire a “3-year” Subscription for Enterprise Access (as indicated in the Subscription Details), the DSB shall convert the IT infrastructure used to implement Enterprise Access for the User to an AWS 3-year reserved instance. [The duration of the reservation will be co-terminus with the Minimum Term.]

PART D – BT RADIANZ™ CONNECTIVITY TERMS

9. Service description

The DSB offers users with programmatic access the option to connect to the Core Services using connectivity provided by BT Radianz™, as more fully described at <https://www.anna-dsb.com/download/dsb-bt-radianz-connectivity-service/> (“**BT Radianz™ Connectivity**”).

10. Relationship with underlying service provider

- 10.1. Use of BT Radianz™ Connectivity is dependent upon the User having its own BT Radianz™ connection via a direct agreement between the User and BT Radianz™, which the User must maintain during the Term. The DSB shall have no liability for any inability to access BT Radianz™ Connectivity due to the User not having a BT Radianz™ connection, or for any reasons attributable to the underlying service provided by BT Radianz™.
- 10.2. The DSB may terminate this Agreement on written notice to the User if the DSB’s agreement with BT Radianz™ terminates for any reason or if BT Radianz™ changes its underlying service in a manner which prevents the DSB from providing BT Radianz™ Connectivity. The DSB will endeavour to provide the User with advance notice depending on the circumstances of termination.
- 10.3. Use of BT Radianz™ Connectivity may be subject to additional terms of use required by BT Radianz™. The DSB will notify the User if any such additional terms become applicable. If the User objects to the additional terms, it may terminate this Agreement on written notice to the DSB given within 30 days of the DSB’s notification of the additional terms, and receive a refund of any Management Fees paid in advance for the full calendar months in the period after termination. If no termination notice is given, the User undertakes to comply with the additional terms.

11. Fees

The Fees applicable to BT Radianz™ Connectivity are available at <https://www.anna-dsb.com/dsb-bt-radianz/>.