



**DSB ENTERPRISE USER ADDENDUM TO
THE DSB ~~ACCESS AND USAGE~~ AGREEMENT**

DATE OF ADDENDUM

[INSERT DATE]

PARTIES

- (1) **Derivatives Service Bureau (DSB) Ltd** (Company No. 10542063), a company incorporated under the laws of England and Wales whose registered office is at ~~Cannon Place, 78 Cannon Street, 107 Cheapside~~, London ~~EC4N 6HL~~~~EC2V 6DN~~, United Kingdom ("**DSB**"); and
- (2) **[USER NAME]**, incorporated and registered in **[INSERT JURISDICTION]** with company number **[INSERT NUMBER]** whose registered office is at **[INSERT ADDRESS]** (the "**User**") wished to upgrade its service to include Enterprise User functionality, each a "**party**" and together being the "**parties**".

1. INTRODUCTION

- 1.1. This Addendum sets out amendments to the terms of use of the DSB Service provided by the DSB under the Agreement and Policies.
- 1.2. This Addendum forms part of the Agreement agreed between the User, its Affiliates and the DSB. Defined terms shall have the same meaning as set out in the ~~main terms~~[Main Terms](#) of the Agreement and as otherwise set out herein.
- 1.3. Affiliates entitled to the benefit of this Addendum can include entities that have been required to sign a separate ~~Agreement as a~~ Power User ~~agreement~~-based on their categorisation in accordance with paragraph ~~3.25.1~~ of the DSB User Policy. The obligations of this Addendum are borne by the User specified in this Addendum, regardless of each Affiliate's entitlement to benefit from the rights of this Addendum.
- 1.4. The Agreement (as amended by this Addendum) shall remain in full force and effect (as so amended) and shall remain valid and binding obligations of each of the parties to such agreement until termination in accordance with paragraph 5.1 ~~of this Addendum~~.
- 1.5. The provisions in paragraphs 2, 3, 4 of this Addendum shall not become operative and shall not take effect until the DSB issues written confirmation. Until such confirmation is issued the DSB Service including Service Levels and the Acceptable Use Policy shall continue unamended by this Addendum.

2. SERVICES AND SERVICE LEVELS

- 2.1. Provided the User is an Enterprise User and connected via an API, the User may send up to 400,000 search requests or 200,000 ISIN creation requests in any calendar week across all API connections. This paragraph supersedes paragraph ~~2.3(h)~~~~4~~ of the DSB's Acceptable Use Policy.
- 2.2. The following Service Levels will apply to the provision of DSB Services. These Service Levels shall replace the latency and throughput Service Levels set out in paragraph 4.1 of the DSB's Service Level Policy. All other provisions of the DSB Service Level Policy shall continue to apply.

| Variable | Notes / Description | Est. Value |
|----------|--|------------|
| Latency | Messages routed through the system are to be processed and delivered (to a maximum of 200 recipients) in the following intervals (after receipt). This time measures the elapsed time from when the incoming message hits the DSB Firewall and the outgoing message hits the DSB Firewall: | |
| | 99% of all messages for workflows related to ISIN Record retrieval by ISIN code | 200ms |
| | 99% of all messages for workflows related to ISIN Record retrieval by ISIN attributes | 500ms |
| | 99% of all messages for workflows related to ISIN Create Requests | 500ms |
| | 99% of all messages for workflows related to ISIN Search (wildcard search by metadata) | 2,500ms |

3. PREMIUM SUPPORT

3.1. Upon request in writing and payment of the Premium Support fees outlined in the Charges Schedule, the DSB shall provide Enterprise Users with an enhanced support service under which the DSB shall provide a manned hotline during the availability hours as defined in paragraph 2.1 of the DSB Service Level Policy. It shall also provide quarterly utilisation reports to help users optimise their use of the DSB Service.

4. ACCEPTABLE USE AND USER POLICY AMENDMENTS

The Acceptable Use Policy shall be amended as follows:

4.1. Enterprise Users shall not be in breach of the DSB's Acceptable Use Policy paragraph 2.3([eb](#)) if they are a 'slow consumer'.

4.2. FIX connected Enterprise Users streaming messages to the DSB Service are permitted to have up to 100 FIX messages provided they are split as follows:

- a) 10 create requests
- b) 90 search requests and all other message types (excluding create requests)

per connection pending acknowledgement from the DSB Service at any given time. This paragraph supersedes paragraph 2.3([dc](#)) of the DSB's Acceptable Use Policy.

4.3. Enterprise Users connecting via ReST API (as set out in the Connectivity Policy) are permitted to make up to:

- a) 600 create calls
- b) 5,400 search or any other calls

per minute per connection subject to the overall cap defined in paragraph 2.1 above. This paragraph supersedes paragraph 2.3([ed](#)) of the DSB's Acceptable Use Policy.

- 4.4. Enterprise Users connected via an API (FIX or ReST) must not send more than 10,000 invalid messages in a calendar week across all API connections. This paragraph supersedes paragraph 2.3(g) of the DSB's Acceptable Use Policy.
- 4.5. Enterprise Users are allowed up to 30 simultaneous API connections at any time. This overrides paragraph 74 of the DSB User Policy.
- 4.6. All other provisions of the DSB Acceptable Use Policy shall continue to apply.

5. CHARGES SCHEDULE

5.1. Fees are applicable for the Term of the Agreement, with users able to terminate [the environment and support subscription options](#) in this Addendum in accordance with the ~~main terms~~ [Main Terms](#) of the Agreement.

[5.2. Effective on 1 January each calendar year, an adjustment to the Fees will be applied based on the change to the Harmonised Index of Consumer Prices \(HICP\) for the euro area. The specific value used will be from the 12 month change to the Services component of the HICP as published by the European Central Bank for the preceding August¹.](#)

[5.3. Fees applicable for each calendar year will be made available on the DSB's website.](#)

~~5.2.5.4.~~ Invoices for Enterprise User Fees will be distributed within 14 calendar days from the execution date of this Addendum and shall be payable in accordance with clause 9.6 set out in the Main Terms.

~~5.3.5.5.~~ The following ~~fees shall apply~~ [environment and support subscription options are available](#), to be indicated as required:

| | Environment | Item | Frequency | Quantity | Cost (€) | Total (€) |
|--------------------|-------------|-------------------------------------|-------------|----------|-------------|--------------|
| 5.3.5.1 | Production | Setup Fee per environment | One-off Fee | | € 0,000 | |
| 5.3.5.2 | Production | Management Fee per environment | Monthly Fee | | € 3,000 | |
| 5.3.5.3 | Production | Premium Support Fee per environment | Monthly Fee | | € 2,000 | |
| 5.3.5.4 | UAT | Setup Fee per environment | One-off Fee | | € 5,000 | |
| 5.3.5.5 | UAT | Management Fee per environment | Monthly Fee | | € 1,500 | |
| 5.3.5.6 | UAT | Premium Support Fee per environment | Monthly Fee | | € 1,000 | |

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~~5.4.5.6.~~ Hosting fees:– All hosting fees incurred by the DSB on behalf of the User shall be payable by the User.

~~5.5.5.7.~~ All other provisions of the DSB Charges Policy shall continue to apply.

IN WITNESS WHEREOF this Addendum has been entered into on the date stated at the beginning of it.

Signed by
For and on behalf of

¹ https://www.ecb.europa.eu/stats/ecb_statistics/escb/html/table.en.html?id=JDF_ICP_ECONOMIC_ACTIVITIES_ANR&period=index

DSB

Position: DSB Board Member
Date:

Signed by:
For and on behalf of
[USER NAME]

Position:
Date: