
AMENDMENTS ARE MARKED AS FOLLOWS:

INSERTIONS ARE UNDERLINED;

DELETIONS ARE CROSSED OUT

[...]

1. Scope and Structure of the Agreement

- (1) The services to be provided by EFAG~~DBAG~~ shall be specified below

[...]

b) in Section 2.2 with respect to internet access services (hereinafter "**iAccess Service**"), if booked by the SpA User₁;

c) in Section 2.3 with respect to the T7 Cloud Access Point services (hereinafter "**T7 Cloud Access Point Service**").

[...]

2. Connectivity Services

2.1 Leased Line Services

[...]

- (4) Where applicable, EFAG may implement the connections to the EDP System of Eurex Deutschland as a dedicated virtual private IP network that may share some or all of the physical network lines, routing equipment and other hardware and software components of the existing Deutsche Börse ~~AG~~ network infrastructure.

2.2 iAccess Service

[...]

Where applicable, EFAG may implement the connections to the EDP System of Eurex Deutschland as a dedicated virtual private IP network that may share some or all of the physical network lines, routing equipment and other hardware and software components of the existing Deutsche Börse ~~AG~~ network infrastructure.

2.3 T7 Cloud Access Point Service

The "T7 Cloud Access Point" is a connection type to the EDP System of Eurex Deutschland via a cloud service provider's private network infrastructure, allowing SpA Users to access the EDP System of Eurex Deutschland.

3. Obligations of SpA User

[...]

- (3) The SpA User is only entitled to use the Leased Line, ~~and iAccess Services~~ and T7 Cloud Access Point Services solely for its own internal purposes and may not sell, lease, transfer, assign, sublicense or otherwise convey the aforementioned services to any third party. The SpA User shall not be entitled to use these services to communicate with other recipients or IT systems. The SpA User shall inform its employees and any third parties who have access to these services on its behalf about the permitted scope of use and shall promptly notify EFAG about any breach thereof.

[...]

- (7) Any hardware or software activities, changes or investments required on the part of the SpA User (e.g. routers, in-house network extensions, cross-connects, virtual network infrastructure) in order to receive network traffic within the SpA User Location are in the full financial and organizational responsibility of the SpA User.
- (8) The SpA User shall provide time slots for changes and releases in coordination with EFAG. The SpA User shall provide a technical contact with whom the technical setup should be coordinated (name, e-mail address and phone number). The SpA User shall undertake reasonable effort to support EFAG in installing a Leased Line ~~or iAccess connection or setting up of T7 Cloud Access Point Services~~. This also applies to site visits conducted by the carrier EFAG asked to deliver a Leased Line or in case of trouble shooting a malfunction of a circuit which might require to allow Leased Line carrier to come on site or to verify cross-connects which are in the ownership of the SpA User.

[...]

- (10) EFAG shall not be obliged to perform the Leased Line ~~or iAccess~~ or T7 Cloud Access Point Services as long as the requirements of this Agreement have not been met by the SpA User.

[...]

- (15) With regard to a connection to the EDP System of Eurex Deutschland by means of the T7 Cloud Access Point, Eurex Frankfurt shall provide and maintain the cloud-side peering endpoint. The SpA User shall be responsible for the acquisition, configuration and operation of its own cloud infrastructure required to connect to the T7 Cloud Access Point, including its cloud provider account, virtual network configuration and connectivity to the peering endpoint. Eurex Frankfurt shall not warrant for the availability and performance of the cloud service provider's infrastructure.
- (16) With regard to a connection to the EDP System of Eurex Deutschland by means of the T7 Cloud Access Point, the SpA User shall be obliged to provide and communicate to Eurex Frankfurt, prior to commencing use, a dedicated and unique Google Project ID and VPC Network Name of which the SpA User is the owner. The Google Project ID and VPC Network Name provided for the connection shall be used exclusively for that connection and may not be changed once the connection has been established. The Google Project ID must satisfy the requirements set out in the then-current Technical Onboarding Guide for the T7 Cloud Access Point published by Eurex Frankfurt.

[...]

9. Fees, Invoice Procedure

[...]

- (5) Billing will begin in the calendar month that follows the month in which EFAG has provisioned all details to take a network service into operation (for iAccess₁ and Leased Line or T7 Cloud Access Point Services). The termination of a connection component is possible at the end of a month. In case a co-location 2.0 service is cancelled during the month it has been provided, then the calendar month it was provided in will be charged.

[...]

18. Definitions

[...]

Eurex Partition Specific Gateways

shall mean dedicated network entry points within the Deutsche Börse AG T7 trading system that route transactions exclusively to a specific partition, each of which handles a subset of traded instruments.

[...]

Trading Session

shall refer to a temporary and interactive information interchange between two or more devices communicating over a network on a practical (relatively high) layer in the TCP/IP protocol enabling interactive expression and information exchange. A Trading Session must be booked via the SpA Provider.

T7 Cloud Access Point Service

means the cloud-based connectivity service offered by EFAG that enables SpA Users to access the EDP System of Eurex Deutschland without dedicated on-premises hardware or leased lines, using secure, encrypted private interconnectivity between the SpA User's cloud environment and EFAG's T7 infrastructure. The applicable technical specifications are set out in the Network Specifications.

[...]

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