



Payment Schedule

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Cboe Japan Limited

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Why is this document important?

This Payment Schedule forms part of and is governed by the terms of the Agreement. It sets out the terms and conditions which apply to the calculation and payment of Fees for Products made available under the Agreement. In addition to the Products and Fees listed below, from time to time there may be Fees specified on an Order Form countersigned by Cboe Japan or calculated in accordance with the Product Manual (e.g. for audit costs). Capitalised terms have the same meaning as in the General Terms & Conditions and the Product Manual unless otherwise specified in this document. Cboe Japan may amend this document from time to time in accordance with the General Terms & Conditions.

1. FEES

Product	Unit	Installation	Monthly Recurring	Additional Terms	Notice Period	Fee Effective
Network Connectivity						
Copper port	per Port	¥20,000	¥20,000		30 days	1 February 2016
Fiber port – 1Gb	per Port	¥120,000	¥30,000		30 days	1 January 2014
Fiber port – 10G	per Port	¥200,000	¥40,000		30 days	1 January 2014
VPN Connection (UTE only)	per connection	-	¥10,000		30 days	1 January 2014
Cross Connect	per connection	¥20,000	¥20,000	Primary DC only. This is for participants/vendors who are coming from outside of @Tokyo or other PTS co-location area in @Tokyo.	30 days	1 February 2016
SOR Service	per service	Price on Application (POA)	POA	Customers must be Participants or registered broker-dealers in Japan who access Cboe Japan Venues via Participants acting as their agent broker-dealers.	30 days	1 July 2019
Trading Interface						
Order Entry						
FIX Session	per session	-	¥30,000		30 days	1 November 2021
CHIXOE Session	per session	-	¥30,000		30 days	1 September 2017
CHIXOE Dedicated Server - <i>without hot-failover capability</i>	per server	¥1,500,000	¥140,000	Including 30 sessions on the server.	30 days	1 January 2014
CHIXOE Dedicated Server - <i>with hot-failover capability</i>	per pair Server	¥3,000,000	¥160,000	Including 30 sessions on the server.	30 days	1 January 2014
Drop Copy						
Full feed (PTS/Kai-X)	per session	-	¥30,000	One Drop Copy session can handle up to 5 FIX sessions	30 days	1 September 2016
Full feed + Kill Switch	per session	-	¥100,000		30 days	1 November 2014
Unsolicited Trade Report (Execution Report only)	per session	-	¥20,000	One Drop Copy session can handle up to 5 FIX sessions	30 days	1 January 2014
Kill Switch	per switch	-	¥70,000		30 days	1 November 2014
Risk Control - Hosted Risk Controls (HRC)						
License Fee	per subscriber	-	¥200,000	Includes HRC Software, Risk Command Center (web interface), up to 3 Risk Control Sessions.	90 days	1 September 2017
Hosting and capacity Fee	per server	¥100,000	¥150,000	Includes cross connect from Licensed HRC Area into Cboe Japan Systems, hosting and capacity for up to 30 CHIXOE sessions per server.	90 days	1 September 2017
Co-location (Primary DC only)						
Full Rack	per rack	¥500,000	¥300,000	One Full Rack (W700xD1000xH2200, 42U), 2 connections for external telecom lines, 100V 20A 3kVA Power, cross connect from Licensed Colo Area into Cboe Japan Systems.	90 days	1 January 2014
Additional connection for external telecom lines	-	¥20,000	-		30 days	1 January 2014
Additional 200V 20A Power	-	¥80,000	-		30 days	1 January 2014
Additional power exceeding 3kVA	-	POA	POA		30 days	1 January 2014

Product	Unit	Installation	Monthly Recurring	Additional Terms	Notice Period	Fee Effective
Co-location (Primary DC only) (cont'd)						
Hosting Service	per rack unit	-	¥50,000	Part-rack (1U), power usage for a 1U device, 2 connections for external telecom lines, installation of Customer Hosting Equipment, cross connects into the Cboe Japan Systems and 1 Remote Hands service request per month.	30 days	13 July 2015
Hosting Service - Remote Hands	per service	-	¥ 25,000 per service request for the first 2 hours ¥ 10,000 per hour thereafter	Customers subscribing to the Hosting Service receive free the first Remote Hands service request per month per 1U Hosting Service subscription. Transit time is counted towards the request time required.	-	13 July 2015
Market Information						
Direct Access for Internal Distribution						
Consumer Firm License						
Alpha (for trading purpose)	per Firm		¥50,000		30 days	1 November 2021
Alpha (for other purpose)	per Firm		¥100,000		30 days	1 November 2021
Select (for trading purpose)	per Firm		¥50,000	Waived if trading on Alpha and paying the license fee for Alpha direct access above.	30 days	1 November 2021
Select (for other purpose)	per Firm		¥1,000,000		30 days	1 January 2018
CHIXMD Session ID						
Alpha CHIXMD (ASCII/Binary)	per ID	-	¥30,000	Payable per ID per application	30 days	1 February 2016
Alpha CHIXMD for Direct Data Access Client (ASCII/Binary)	per ID	-	¥30,000	Payable per ID per application	30 days	1 January 2018
Alpha - Snapshot (ASCII/Binary)	per ID	-	¥20,000	Payable per ID per application	30 days	1 April 2019
Select CHIXMD (Binary only)	per ID	-	¥30,000	Payable per ID per application	30 days	1 April 2019
Select CHIXMD for Direct Data Access Client (Binary only)	per ID	-	¥30,000	Payable per ID per application	30 days	1 April 2019
Select - Snapshot (Binary only)	per ID	-	¥20,000	Payable per ID per application	30 days	1 April 2019
Direct Access for External Distribution						
Vendor Firm License	per Firm		¥1,000,000	Both Alpha and Select included	30 days	1 January 2014
Vendor Firm License – EMS/OMS	per Firm		¥200,000	for EMS/OMS vendors who are offering trading facility services to Cboe Japan participants.	30 days	1 April 2019
CHIXMD Access Fee	per Firm	-	¥200,000	Applicable to ASP only. Waived if paying for Cboe Japan Data Licences	30 days	1 April 2019
In-Direct Access for Internal Distribution (Datafeeds via Vendor or Sub-vendor)						
Consumer Firm Licence (Alpha)	per Firm		¥30,000	Waived if Consumer Firm has a license and is paying for for direct access.	30 days	1 November 2021
Consumer Firm Licence (Alpha) - Level 1 Only	per Firm		¥10,000	Waived if Consumer Firm has a license and is paying for for direct access.	30 days	1 November 2021
Consumer Firm Licence (Select)	per Firm		¥500,000	Waived if Consumer Firm has a license and is paying for for direct access.	30 days	1 November 2021
Consumer Firm Licence (Select) - Level 1 Only	per Firm		¥100,000	Waived if Consumer Firm has a license and is paying for for direct access.	30 days	1 November 2021
In-Direct Access for External Distribution (Datafeeds via Vendor or Sub-vendor)						
Sub-Vendor Firm License	per Firm		¥600,000		30 days	1 January 2014
Sub-Vendor Firm License - Level 1 Only	per Firm		¥300,000		30 days	1 November 2021
Sub-Vendor Firm License – EMS/OMS	per Firm		¥100,000	for EMS/OMS vendors who are offering trading facility services to CXJ participants.	30 days	1 November 2021
Delayed Data Licence	per Firm		¥200,000		30 days	1 April 2018

Product	Unit	Installation	Monthly Recurring	Additional Terms	Notice Period	Fee Effective
Data Usage Rights						
Display Devices (Professional)	per display	-	¥1,000	Applicable to Real-time Data showed by Vendor/Sub-vendor/ASP on Display Devices. See Product Manual for waivers	30 days	1 February 2016
Display Devices (Non-Professional users)	per display	-	Waive		30 days	1 November 2021
Non-Display	per application		Waive		30 days	1 January 2014
Financial Products	-		POA		30 days	1 January 2014
Indices	-		POA		30 days	1 January 2014
Public Display	-	-	¥100,000	Waived if distributing Delayed Data only.	30 days	1 January 2014
Web Hosting	-	-	POA		30 days	1 January 2014
Historical Data	-	-	3 months - ¥ 10,000 Up to 6 months – ¥ 30,000 Up to 1 year – ¥ 50,000 Full terms – Please consult		30 days	1 February 2016
Other Products						
User Test Environment (UTE)	per session	-	¥ 15,000 per FIX session ¥ 20,000 per CHIXOE session ¥ 15,000 per CHIXMD session ¥ 15,000 per Drop Copy session ¥ 10,000 per SRS	.	30 days	1 November 2021
Kai-X User Testing Environment (UTE) - ToSTNeT Virtual Server	per virtual server	-	Correspond to the price list by JPX.	ToSTNeT Virtual Server fee (UTE) will be paid by Cboe Japan to JPX on behalf of participant and the participant will reimburse Cboe Japan in full for this fee.	30 days	1 August 2016

2. ORDERING AND CANCELLING PRODUCTS

2.1 **Ordering:** To order a Product or amend a previous order, the Customer must submit an Order Form. Cboe Japan is under no obligation to make available Products which have not been requested on an Order Form countersigned by Cboe Japan. Product Term is governed by section 4 of the General Terms & Conditions.

2.2 **Cancellation:**

(i) Where a Product has a Minimum Term/Subscription Term specified or a Minimum Term/Subscription Term is agreed between the parties, notice to cancel that Product must be given in accordance with the relevant Notice Period. However, the cancellation will take effect at the end of the then Minimum Term/Subscription Term regardless of when notice was given. For example, if the Minimum Term/Subscription Term is 12 months and the Notice Period is 30 days, then if the Minimum Term/Subscription Term commenced on 4 April 2017, even in the event the Customer were to give notice on 15 July 2017 to cancel a Product subscription, so that the Notice Period would expire on 14 August, 2017, the Product would continue to be made available and the Customer would be required to pay for the Product up until the end of the Minimum Term/Subscription Term of 3 April 2018.

All Subscription Terms auto-renew. So if the notice of cancellation has not been duly received before the anniversary of a Subscription Term then the subscription will auto-renew. Applying the example above the Customer must give notice to cancel the Product on or before 3 March each year or the Product will auto-renew.

(ii) Subject to 2.2(i), where a Customer wishes to cancel a Product subscription it must give prior written notice in accordance with the relevant Notice Period. The cancellation will take effect at the end of the billing cycle after the expiry of the Notice Period and the Product will be available and Fees are payable up until that date. For example, if the Notice Period is 30 days and the Customer gives notice on 15th July to cancel a Product subscription, the Notice Period will expire on 14th August. However, the Product would continue to be made available and the Customer would be required to pay for the Product up until the end of August if that Product has a monthly billing cycle.

3. PAYMENT

3.1 Fees are payable from, and including, the month in which the Product Commencement Date falls.

3.2 Customer is liable to pay all applicable Fees for Products ordered or received and authorised or unauthorised use of Products supplied via the Customer (including all use, authorised or unauthorised, by third parties of Cboe Japan Data supplied via the Customer Services), except where specified otherwise in the Agreement.

3.3 Except where otherwise expressly permitted in the Agreement, the Customer has no right of setoff or other right to recover or otherwise seek reimbursement of the Fees in the event of a suspension or cancellation of a Product.

3.4 **Payment Term:** All Fees are billed in arrears and are due within 28 days of the date of the invoice, unless specified otherwise in the Agreement.

3.5 **Payment Method:** All Fees must be paid by electronic funds transfer.

3.6 **Consequences of Non-payment:** If any undisputed Fees are outstanding after the Payment Term. Cboe Japan may give notice to the Customer of the outstanding Fees and if the Customer fails to make payment within seven (7) days from such notice:

(i) then those outstanding Fees may be subject to interest at the rate of 10% per annum until the outstanding Fees and interest have been paid by the Customer;

(ii) Cboe Japan may, immediately and without liability or prejudice to its other rights and remedies, suspend availability of the Products until the outstanding Fees and any applicable interest have been paid by the Customer.

3.7 **Taxes:** All Fees are exclusive of Japanese consumption tax or any other similar tax or levy which may be payable thereon. Cboe Japan will add any such taxes or levies to its invoices at the rate prescribed by legislation from time to time, and the Customer shall pay such taxes or levies together with and in addition to the Fees. Each Party is solely responsible for any income taxes it may owe in any jurisdiction.

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