

Required fields are shown with yellow backgrounds and asterisks.

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
Form 19b-4

File No. * SR 2022 - * 37

Amendment No. (req. for Amendments *)

Filing by NYSE American LLC

Pursuant to Rule 19b-4 under the Securities Exchange Act of 1934

Initial * <input checked="" type="checkbox"/>	Amendment * <input type="checkbox"/>	Withdrawal <input type="checkbox"/>	Section 19(b)(2) * <input type="checkbox"/>	Section 19(b)(3)(A) * <input checked="" type="checkbox"/>	Section 19(b)(3)(B) * <input type="checkbox"/>
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Pilot <input type="checkbox"/>	Extension of Time Period for Commission Action * <input type="checkbox"/>	Date Expires * <input type="text"/>	Rule		
			<input type="checkbox"/> 19b-4(f)(1)	<input type="checkbox"/> 19b-4(f)(4)	
			<input type="checkbox"/> 19b-4(f)(2)	<input type="checkbox"/> 19b-4(f)(5)	
			<input checked="" type="checkbox"/> 19b-4(f)(3)	<input type="checkbox"/> 19b-4(f)(6)	

Notice of proposed change pursuant to the Payment, Clearing, and Settlement Act of 2010
Section 806(e)(1) *

Section 806(e)(2) *

Security-Based Swap Submission pursuant to the Securities Exchange Act of 1934
Section 3C(b)(2) *

Exhibit 2 Sent As Paper Document

Exhibit 3 Sent As Paper Document

Description

Provide a brief description of the action (limit 250 characters, required when Initial is checked *).

Proposal to transfer the services and fees related to colocation from the NYSE American Equities Price List and Fee Schedule and the NYSE American Options Fee Schedule to the Connectivity Fee Schedule

Contact Information

Provide the name, telephone number, and e-mail address of the person on the staff of the self-regulatory organization prepared to respond to questions and comments on the action.

First Name * Sarah Last Name * Zgliniec
Title * Senior Counsel, NYSE Group Inc.
E-mail * Sarah.Zgliniec@ice.com
Telephone * (212) 656-2022 Fax (212) 656-8101

Signature

Pursuant to the requirements of the Securities Exchange of 1934, NYSE American LLC has duty caused this filing to be signed on its behalf by the undersigned thereunto duty authorized.

Date 08/24/2022 (Title *)
By David De Gregorio Associate General Counsel
(Name *)

NOTE: Clicking the signature block at right will initiate digitally signing the form. A digital signature is as legally binding as a physical signature, and once signed, this form cannot be changed.

David De Gregorio
Digitally signed by David De Gregorio
Date: 2022.08.24 15:26:16 -04'00'

Required fields are shown with yellow backgrounds and astericks.

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

For complete Form 19b-4 instructions please refer to the EFFS website.

Form 19b-4 Information *

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The self-regulatory organization must provide all required information, presented in a clear and comprehensible manner, to enable the public to provide meaningful comment on the proposal and for the Commission to determine whether the proposal is consistent with the Act and applicable rules and regulations under the Act.

Exhibit 1 - Notice of Proposed Rule Change *

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Ex. 1 SEC Sub of NYSE American 19

The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO]-xx-xx). A material failure to comply with these guidelines will result in the proposed rule change being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 1A - Notice of Proposed Rule Change, Security-Based Swap Submission, or Advanced Notice by Clearing Agencies *

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The Notice section of this Form 19b-4 must comply with the guidelines for publication in the Federal Register as well as any requirements for electronic filing as published by the Commission (if applicable). The Office of the Federal Register (OFR) offers guidance on Federal Register publication requirements in the Federal Register Document Drafting Handbook, October 1998 Revision. For example, all references to the federal securities laws must include the corresponding cite to the United States Code in a footnote. All references to SEC rules must include the corresponding cite to the Code of Federal Regulations in a footnote. All references to Securities Exchange Act Releases must include the release number, release date, Federal Register cite, Federal Register date, and corresponding file number (e.g., SR-[SRO]-xx-xx). A material failure to comply with these guidelines will result in the proposed rule change being deemed not properly filed. See also Rule 0-3 under the Act (17 CFR 240.0-3)

Exhibit 2- Notices, Written Comments, Transcripts, Other Communications

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Copies of notices, written comments, transcripts, other communications. If such documents cannot be filed electronically in accordance with Instruction F, they shall be filed in accordance with Instruction G.

Exhibit Sent As Paper Document

Exhibit 3 - Form, Report, or Questionnaire

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Copies of any form, report, or questionnaire that the self-regulatory organization proposes to use to help implement or operate the proposed rule change, or that is referred to by the proposed rule change.

Exhibit Sent As Paper Document

Exhibit 4 - Marked Copies

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The full text shall be marked, in any convenient manner, to indicate additions to and deletions from the immediately preceding filing. The purpose of Exhibit 4 is to permit the staff to identify immediately the changes made from the text of the rule with which it has been working.

Exhibit 5 - Proposed Rule Text

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Ex. 5 SEC Sub of NYSE American 19t

The self-regulatory organization may choose to attach as Exhibit 5 proposed changes to rule text in place of providing it in Item I and which may otherwise be more easily readable if provided separately from Form 19b-4. Exhibit 5 shall be considered part of the proposed rule change

Partial Amendment

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If the self-regulatory organization is amending only part of the text of a lengthy proposed rule change, it may, with the Commission's permission, file only those portions of the text of the proposed rule change in which changes are being made if the filing (i.e. partial amendment) is clearly understandable on its face. Such partial amendment shall be clearly identified and marked to show deletions and additions.

1. Text of the Proposed Rule Change

- (a) Pursuant to the provisions of Section 19(b)(1) of the Securities Exchange Act of 1934 (the “Act”)¹ and Rule 19b-4 thereunder,² NYSE American LLC (“NYSE American” or the “Exchange”) proposes to (1) transfer the services and fees related to colocation from the NYSE American Equities Price List and Fee Schedule and the NYSE American Options Fee Schedule (together, the “Price List and Fee Schedule”) to the schedule of Wireless Connectivity Fees and Charges, and (2) change the name of the schedule of Wireless Connectivity Fees and Charges to the “Connectivity Fee Schedule.”

A notice of the proposed rule change for publication in the Federal Register is attached hereto as Exhibit 1. The text of the proposed rule change to the Exchange’s Price List and Fee Schedule is attached as Exhibit 5A, and the text of the proposed rule change to the Connectivity Fee Schedule is attached as Exhibit 5B.

- (b) The Exchange does not believe that the proposed rule change will have any direct effect, or any significant indirect effect, on any other Exchange rule in effect at the time of this filing.
- (c) Not applicable.

2. Procedures of the Self-Regulatory Organization

Senior management has approved the proposed rule change pursuant to authority delegated to it by the Board of the Exchange. No further action is required under the Exchange’s governing documents. Therefore, the Exchange’s internal procedures with respect to the proposed rule change are complete.

The person on the Exchange staff prepared to respond to questions and comments on the proposed rule change is:

Sarah E. Zgliniec
Senior Counsel
NYSE Group, Inc.
(212) 656-2022

¹ 15 U.S.C. 78s(b)(1).

² 17 CFR 240.19b-4.

3. Self-Regulatory Organization’s Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change

(a) Purpose

The Exchange proposes to (1) transfer the services and fees related to colocation from the Price List and Fee Schedule to the schedule of Wireless Connectivity Fees and Charges (“Connectivity Fee Schedule”), and (2) change the name of the schedule of Wireless Connectivity Fees and Charges to the “Connectivity Fee Schedule.” There would be no changes to the existing colocation services and fees as a result of these administrative changes.

Background

The colocation services and related fees offered by the Exchange are currently listed in the Exchange’s Price List and Fee Schedule. Each of the Exchange’s Affiliate SROs³ similarly includes the colocation services and related fees in its own separate price list or fee schedule.⁴ The colocation portions of each of these price lists and fee schedules are substantively identical.

In December 2020, the Exchange and the Affiliate SROs created the Connectivity Fee Schedule to list their wireless connectivity services and related fees. Instead of including the wireless connectivity services and related fees in the seven price lists and fee schedules of the Exchange and the Affiliate SROs, the Connectivity Fee Schedule contains the wireless connectivity services and charges for the Exchange and the Affiliate SROs in one single fee schedule.

In an administrative change, the Exchange now proposes to remove its colocation services and related fees from its Price List and Fee Schedule and to move them into the

³ The “Affiliate SROs” are the Exchange’s affiliates New York Stock Exchange LLC, NYSE Arca, Inc., NYSE Chicago, Inc., and NYSE National, Inc.

⁴ See “Co-Location Fees” in “New York Stock Exchange Price List 2022” at https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Price_List.pdf; “NYSE American Equities Price List” at https://www.nyse.com/publicdocs/nyse/markets/nyse-american/NYSE_American_Equities_Price_List.pdf; “NYSE American Options Fee Schedule” at https://www.nyse.com/publicdocs/nyse/markets/american-options/NYSE_American_Options_Fee_Schedule.pdf; “NYSE Arca Equities Fees and Charges” at https://www.nyse.com/publicdocs/nyse/markets/nyse-arca/NYSE_Arca_Marketplace_Fees.pdf; “NYSE Arca Options Fees and Charges” at https://www.nyse.com/publicdocs/nyse/markets/arca-options/NYSE_Arca_Options_Fee_Schedule.pdf; “Fee Schedule of NYSE Chicago, Inc.” at https://www.nyse.com/publicdocs/nyse/NYSE_Chicago_Fee_Schedule.pdf; and “NYSE National, Inc. Schedule of Fees and Rebates” at https://www.nyse.com/publicdocs/nyse/regulation/nyse/NYSE_National_Schedule_of_Fees.pdf.

Connectivity Fee Schedule, so that services and fees related to connectivity within, into and from the Mahwah Data Center would appear in the same Connectivity Fee Schedule. Each of the Affiliate SROs is contemporaneously making a similar filing.⁵ To reflect the fact that the schedule would include services and fees for connectivity with the Mahwah Data Center that are not wireless, the Exchange also proposes to change its name to the “Connectivity Fee Schedule.”

Proposed Amendments to the Price List and Fee Schedule

As shown in the attached Exhibit 5A, the Exchange proposes to delete the entirety of the text in the NYSE American Equities Price List and Fee Schedule under the heading “Co-Location Fees” and the entirety of the text in the NYSE American Options Fee Schedule under heading “B. Co-Location Fees.”

Proposed Amendments to the Connectivity Fee Schedule

As shown in the attached Exhibit 5B, the Exchange proposes to amend the title to the “Connectivity Fee Schedule.”

The Exchange proposes to insert the entirety of the text currently located in the NYSE American Equities Price List and Fee Schedule under the heading “Co-Location Fees” (which is identical to the text in the NYSE American Options Fee Schedule under heading “B. Co-Location Fees”) into the Connectivity Fee Schedule under the heading “A. Colocation Fees.” No changes would be made to any of this text, except for the following clarifying and non-substantive changes:

1. The subheading “Definitions” would be amended to “Colocation Definitions.”
2. The subheading “General Notes” would be amended to “Colocation Notes” and current General Note 1 would be deleted, as it would no longer be necessary since it would be duplicative of the existing General Note in the Connectivity Fee Schedule. The remainder of the current General Notes 2-8 would be renumbered as Colocation Notes 1-7 and the cross references in current General Note 8 would be updated accordingly.
3. In a conforming change, in the table of services and fees, the note to the Partial Cabinet Solution bundles would be amended to change the cross reference from “Note 2 under ‘General Notes’” to “Note 1 under ‘Colocation Notes.’”
4. In a conforming change, in the table of services and fees, the note to the Data Center Fiber Cross Connect would be amended to change the cross

⁵ Each of the Affiliate SROs has submitted substantially similar rule changes to move their colocation price lists to the Connectivity Fee Schedule. See SR-NYSE-2022-40, SR-NYSEArca-2022-56, SR-NYSECHX-2022-20, and SR-NYSENAT-2022-16.

reference from “General Note 3” to “Colocation Note 2.”

5. With the addition of the Colocation Fees at subheading “A.” of the Connectivity Fee Schedule, each of the subsequent headings would be renumbered accordingly. Specifically, “A. Wireless Connectivity” would become “B. Wireless Connectivity,” and “B. Wireless Connectivity to Market Data” would become “C. Wireless Connectivity to Market Data.”

Application and Impact of the Proposed Changes

As noted above, the proposed change is administrative in nature. Any market participant that requests to receive colocation services directly from the Exchange (a “User”)⁶ is currently subject to the described services and fees, none of which are new or novel. Current Users would not incur any new fees and the Exchange does not expect to attract any new Users as a result of the proposed change. Rather, the change would simply move the description of the existing colocation services and fees to the Connectivity Fee Schedule and change its title accordingly.

As a result of the proposed change, the services and fees related to connectivity within, into, and from the Mahwah Data Center, including colocation, would appear in the same Connectivity Fee Schedule, and market participants would be able to see all such connectivity services and fees in one place.

The proposed change is not targeted at, or expected to be limited in applicability to, a specific segment of market participant, as colocation is available to any market participant that wishes to be a User.

The proposed changes are not otherwise intended to address any other issues, and the Exchange is not aware of any problems that member organizations would have in complying with the proposed change.

(b) Statutory Basis

The Exchange believes that the proposed rule change is consistent with Section 6(b) of the Act,⁷ in general, and with Section 6(b)(1)⁸ in particular, in that it enables the Exchange to be so organized as to have the capacity to be able to carry out the purposes of the Exchange Act and to comply, and to enforce compliance by its exchange members and persons associated with its exchange members, with the provisions of the Exchange Act, the rules and regulations thereunder, and the rules of the Exchange. The Exchange also believes that the proposed change furthers the objectives of Section 6(b)(5) of the

⁶ See Securities Exchange Act Release No. 76009 (September 29, 2015), 80 FR 60213 (October 5, 2015) (SR-NYSEMKT-2015-67).

⁷ 15 U.S.C. 78f(b).

⁸ 15 U.S.C. 78f(b)(1).

Act⁹ because it is designed to prevent fraudulent and manipulative acts and practices, to promote just and equitable principles of trade, to foster cooperation and coordination with persons engaged in regulating, clearing, settling, processing information with respect to, and facilitating transactions in securities, to remove impediments to, and perfect the mechanisms of, a free and open market and a national market system and, in general, to protect investors and the public interest and because it is not designed to permit unfair discrimination between customers, issuers, brokers, or dealers.

The proposed rule change is a non-substantive change and does not impact the services available to Users or the fees charged for such services. Currently, colocation services and the related fees for the Exchange and its Affiliate SROs are substantively identical yet are located in seven separate price lists and fee schedules and not in the Connectivity Fee Schedule. The Exchange believes that the proposed rule change would enable the Exchange to continue to be so organized as to have the capacity to carry out the purposes of the Exchange Act and comply and enforce compliance with the provisions of the Exchange Act by its members and persons associated with its members, because moving the description of the existing colocation services and fees to the Connectivity Fee Schedule and changing the Connectivity Fee Schedule's title would mean that the services and fees related to connectivity within, into, and from the Mahwah Data Center, including colocation, would appear in one Connectivity Fee Schedule. All market participants would be able to enjoy the convenience of seeing such connectivity services and fees in one place, alleviating any possible market participant confusion that could currently arise from having to consult more than one document. Making the change would therefore contribute to the orderly operation of the Exchange by adding clarity and transparency regarding what connectivity is offered within, into, and from the Mahwah Data Center.

The Exchange believes that the proposed change would remove impediments to, and perfect the mechanisms of, a free and open market and a national market system and, in general, protect investors and the public interest because moving the colocation services and charges from the Exchange's Price List and Fee Schedule to the Connectivity Fee Schedule would more accurately reflect the fact that Users are not required to be members of the Exchange or of any of the Affiliate SROs. A User, like any market participant, could more easily navigate, understand, and comply with the list of colocation services and fees, without having to access the price list or fee schedule of an exchange of which it is not a member. The Exchange believes that the proposed change would thereby reduce potential investor or market participant confusion. Similarly, the Exchange believes that the proposed change would reduce potential investor or market participant confusion because market participants would be able to see all connectivity services and fees in one place, alleviating any possible market participant confusion that could currently arise from having to consult more than one document.

For the reasons above, the proposed changes do not unfairly discriminate between or among market participants that are otherwise capable of satisfying any applicable

⁹ 15 U.S.C. 78f(b)(5).

colocation fees, requirements, terms, and conditions established from time to time by the Exchange.

For these reasons, the Exchange believes that the proposal is consistent with the Act.

4. Self-Regulatory Organization's Statement on Burden on Competition

In accordance with Section 6(b)(8) of the Act,¹⁰ the Exchange believes that the proposed rule change will not impose any burden on competition that is not necessary or appropriate in furtherance of the purposes of the Act because it is ministerial in nature and is not designed to have any competitive impact. Rather, the change would simply move the description of the existing colocation services and fees to the Connectivity Fee Schedule and change its title. As a result of the proposed rule change, the services and fees related to connectivity within, into, and from the Mahwah Data Center would appear in the same Connectivity Fee Schedule. All market participants would be able to see the connectivity services and fees within, into, and from the Mahwah Data Center in one place, alleviating any possible market participant confusion.

For the reasons described above, the Exchange believes that the proposed rule change reflects this competitive environment.

5. Self-Regulatory Organization's Statement on Comments on the Proposed Rule Change Received from Members, Participants or Others

The Exchange has neither solicited nor received written comments on the proposed rule change.

6. Extension of Time Period for Commission Action

Not applicable.

7. Basis for Summary Effectiveness Pursuant to Section 19(b)(3) or for Accelerated Effectiveness Pursuant to Section 19(b)(2)

The foregoing proposed rule change is concerned solely with the administration of the Exchange pursuant to Section 19(b)(3)(A)(iii)¹¹ of the Act and Rule 19b4(f)(3)¹² thereunder. Accordingly, the proposal will take effect upon filing with the Commission. At any time within 60 days of the filing of the proposed rule change, the Commission summarily may temporarily suspend such rule change if it appears to the Commission that such action is necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of the Act.

¹⁰ 15 U.S.C. 78f(b)(8).

¹¹ 15 U.S.C. 78s(b)(3)(A)(iii).

¹² 17 CFR 240.19b-4(f)(3).

8. Proposed Rule Change Based on Rules of Another Self-Regulatory Organization or of the Commission

The proposed rule change is not based on the rules of another self-regulatory organization or of the Commission.

9. Security-Based Swap Submissions Filed Pursuant to Section 3C of the Act

Not applicable.

10. Advance Notices Filed Pursuant to Section 806(e) of the Payment, Clearing and Settlement Supervision Act

Not applicable.

11. Exhibits

Exhibit 1 – Form of Notice of Proposed Rule Change for Federal Register

Exhibit 5 – Text of Proposed Rule Change

- A. Text of proposed NYSE American Equities Price List and Fee Schedule and the NYSE American Options Fee Schedule
- B. Text of proposed Connectivity Fee Schedule

SECURITIES AND EXCHANGE COMMISSION
(Release No. 34- ; File No. SR-NYSEAMER-2022-37)

[Date]

Self-Regulatory Organizations; NYSE American LLC; Notice of Filing and Immediate Effectiveness of Proposed Change to Transfer the Services and Fees Related to Colocation

Pursuant to Section 19(b)(1)¹ of the Securities Exchange Act of 1934 (“Act”)² and Rule 19b-4 thereunder,³ notice is hereby given that, on August 24, 2022, NYSE American LLC (“NYSE American” or the “Exchange”) filed with the Securities and Exchange Commission (the “Commission”) the proposed rule change as described in Items I, II, and III below, which Items have been prepared by the self-regulatory organization. The Commission is publishing this notice to solicit comments on the proposed rule change from interested persons.

I. Self-Regulatory Organization’s Statement of the Terms of Substance of the Proposed Rule Change

The Exchange proposes to (1) transfer the services and fees related to colocation from the NYSE American Equities Price List and Fee Schedule and the NYSE American Options Fee Schedule (together, the “Price List and Fee Schedule”) to the schedule of Wireless Connectivity Fees and Charges, and (2) change the name of the schedule of Wireless Connectivity Fees and Charges to the “Connectivity Fee Schedule.” The proposed change is available on the Exchange’s website at www.nyse.com, at the principal office of the Exchange, and at the Commission’s Public Reference Room.

¹ 15 U.S.C. 78s(b)(1).

² 15 U.S.C. 78a.

³ 17 CFR 240.19b-4.

II. Self-Regulatory Organization’s Statement of the Purpose of, and Statutory Basis for, the Proposed Rule Change

In its filing with the Commission, the self-regulatory organization included statements concerning the purpose of, and basis for, the proposed rule change and discussed any comments it received on the proposed rule change. The text of those statements may be examined at the places specified in Item IV below. The Exchange has prepared summaries, set forth in sections A, B, and C below, of the most significant parts of such statements.

A. Self-Regulatory Organization’s Statement of the Purpose of, and the Statutory Basis for, the Proposed Rule Change

1. Purpose

The Exchange proposes to (1) transfer the services and fees related to colocation from the Price List and Fee Schedule to the schedule of Wireless Connectivity Fees and Charges (“Connectivity Fee Schedule”), and (2) change the name of the schedule of Wireless Connectivity Fees and Charges to the “Connectivity Fee Schedule.” There would be no changes to the existing colocation services and fees as a result of these administrative changes.

Background

The colocation services and related fees offered by the Exchange are currently listed in the Exchange’s Price List and Fee Schedule. Each of the Exchange’s Affiliate SROs⁴ similarly includes the colocation services and related fees in its own separate price list or fee schedule.⁵ The colocation portions of each of these price lists and fee schedules are substantively identical.

⁴ The “Affiliate SROs” are the Exchange’s affiliates New York Stock Exchange LLC, NYSE Arca, Inc., NYSE Chicago, Inc., and NYSE National, Inc.

⁵ See “Co-Location Fees” in “New York Stock Exchange Price List 2022” at https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Price_List.pdf; “NYSE American Equities Price List” at https://www.nyse.com/publicdocs/nyse/markets/nyse-american/NYSE_America_Equities_Price_List.pdf; “NYSE American Options Fee Schedule” at <https://www.nyse.com/publicdocs/nyse/markets/american->

In December 2020, the Exchange and the Affiliate SROs created the Connectivity Fee Schedule to list their wireless connectivity services and related fees. Instead of including the wireless connectivity services and related fees in the seven price lists and fee schedules of the Exchange and the Affiliate SROs, the Connectivity Fee Schedule contains the wireless connectivity services and charges for the Exchange and the Affiliate SROs in one single fee schedule.

In an administrative change, the Exchange now proposes to remove its colocation services and related fees from its Price List and Fee Schedule and to move them into the Connectivity Fee Schedule, so that services and fees related to connectivity within, into and from the Mahwah Data Center would appear in the same Connectivity Fee Schedule. Each of the Affiliate SROs is contemporaneously making a similar filing.⁶ To reflect the fact that the schedule would include services and fees for connectivity with the Mahwah Data Center that are not wireless, the Exchange also proposes to change its name to the “Connectivity Fee Schedule.”

Proposed Amendments to the Price List and Fee Schedule

As shown in the attached Exhibit 5A, the Exchange proposes to delete the entirety of the text in the NYSE American Equities Price List and Fee Schedule under the heading “Co-

[options/NYSE American Options Fee Schedule.pdf](https://www.nyse.com/publicdocs/nyse/markets/nyse-options/NYSE_American_Options_Fee_Schedule.pdf); “NYSE Arca Equities Fees and Charges” at [https://www.nyse.com/publicdocs/nyse/markets/nyse-arca/NYSE Arca Marketplace Fees.pdf](https://www.nyse.com/publicdocs/nyse/markets/nyse-arca/NYSE_Arca_Marketplace_Fees.pdf); “NYSE Arca Options Fees and Charges” at [https://www.nyse.com/publicdocs/nyse/markets/arca-options/NYSE Arca Options Fee Schedule.pdf](https://www.nyse.com/publicdocs/nyse/markets/arca-options/NYSE_Arca_Options_Fee_Schedule.pdf); “Fee Schedule of NYSE Chicago, Inc.” at [https://www.nyse.com/publicdocs/nyse/NYSE Chicago Fee Schedule.pdf](https://www.nyse.com/publicdocs/nyse/NYSE_Chicago_Fee_Schedule.pdf); and “NYSE National, Inc. Schedule of Fees and Rebates” at [https://www.nyse.com/publicdocs/nyse/regulation/nyse/NYSE National Schedule of Fees.pdf](https://www.nyse.com/publicdocs/nyse/regulation/nyse/NYSE_National_Schedule_of_Fees.pdf).

⁶ Each of the Affiliate SROs has submitted substantially similar rule changes to move their colocation price lists to the Connectivity Fee Schedule. See SR-NYSE-2022-40, SR-NYSEArca-2022-56, SR-NYSECHX-2022-20, and SR-NYSENAT-2022-16.

Location Fees” and the entirety of the text in the NYSE American Options Fee Schedule under heading “B. Co-Location Fees.”

Proposed Amendments to the Connectivity Fee Schedule

As shown in the attached Exhibit 5B, the Exchange proposes to amend the title to the “Connectivity Fee Schedule.”

The Exchange proposes to insert the entirety of the text currently located in the NYSE American Equities Price List and Fee Schedule under the heading “Co-Location Fees” (which is identical to the text in the NYSE American Options Fee Schedule under heading “B. Co-Location Fees”) into the Connectivity Fee Schedule under the heading “A. Colocation Fees.” No changes would be made to any of this text, except for the following clarifying and non-substantive changes:

1. The subheading “Definitions” would be amended to “Colocation Definitions.”
2. The subheading “General Notes” would be amended to “Colocation Notes” and current General Note 1 would be deleted, as it would no longer be necessary since it would be duplicative of the existing General Note in the Connectivity Fee Schedule. The remainder of the current General Notes 2-8 would be renumbered as Colocation Notes 1-7 and the cross references in current General Note 8 would be updated accordingly.
3. In a conforming change, in the table of services and fees, the note to the Partial Cabinet Solution bundles would be amended to change the cross reference from “Note 2 under ‘General Notes’” to “Note 1 under ‘Colocation Notes.’”

4. In a conforming change, in the table of services and fees, the note to the Data Center Fiber Cross Connect would be amended to change the cross reference from “General Note 3” to “Colocation Note 2.”
5. With the addition of the Colocation Fees at subheading “A.” of the Connectivity Fee Schedule, each of the subsequent headings would be renumbered accordingly. Specifically, “A. Wireless Connectivity” would become “B. Wireless Connectivity,” and “B. Wireless Connectivity to Market Data” would become “C. Wireless Connectivity to Market Data.”

Application and Impact of the Proposed Changes

As noted above, the proposed change is administrative in nature. Any market participant that requests to receive colocation services directly from the Exchange (a “User”)⁷ is currently subject to the described services and fees, none of which are new or novel. Current Users would not incur any new fees and the Exchange does not expect to attract any new Users as a result of the proposed change. Rather, the change would simply move the description of the existing colocation services and fees to the Connectivity Fee Schedule and change its title accordingly.

As a result of the proposed change, the services and fees related to connectivity within, into, and from the Mahwah Data Center, including colocation, would appear in the same Connectivity Fee Schedule, and market participants would be able to see all such connectivity services and fees in one place.

The proposed change is not targeted at, or expected to be limited in applicability to, a specific segment of market participant, as colocation is available to any market participant that

⁷ See Securities Exchange Act Release No. 76009 (September 29, 2015), 80 FR 60213 (October 5, 2015) (SR-NYSEMKT-2015-67).

wishes to be a User.

The proposed changes are not otherwise intended to address any other issues, and the Exchange is not aware of any problems that member organizations would have in complying with the proposed change.

2. Statutory Basis

The Exchange believes that the proposed rule change is consistent with Section 6(b) of the Act,⁸ in general, and with Section 6(b)(1)⁹ in particular, in that it enables the Exchange to be so organized as to have the capacity to be able to carry out the purposes of the Exchange Act and to comply, and to enforce compliance by its exchange members and persons associated with its exchange members, with the provisions of the Exchange Act, the rules and regulations thereunder, and the rules of the Exchange. The Exchange also believes that the proposed change furthers the objectives of Section 6(b)(5) of the Act¹⁰ because it is designed to prevent fraudulent and manipulative acts and practices, to promote just and equitable principles of trade, to foster cooperation and coordination with persons engaged in regulating, clearing, settling, processing information with respect to, and facilitating transactions in securities, to remove impediments to, and perfect the mechanisms of, a free and open market and a national market system and, in general, to protect investors and the public interest and because it is not designed to permit unfair discrimination between customers, issuers, brokers, or dealers.

The proposed rule change is a non-substantive change and does not impact the services available to Users or the fees charged for such services. Currently, colocation services and the

⁸ 15 U.S.C. 78f(b).

⁹ 15 U.S.C. 78f(b)(1).

¹⁰ 15 U.S.C. 78f(b)(5).

related fees for the Exchange and its Affiliate SROs are substantively identical yet are located in seven separate price lists and fee schedules and not in the Connectivity Fee Schedule. The Exchange believes that the proposed rule change would enable the Exchange to continue to be so organized as to have the capacity to carry out the purposes of the Exchange Act and comply and enforce compliance with the provisions of the Exchange Act by its members and persons associated with its members, because moving the description of the existing colocation services and fees to the Connectivity Fee Schedule and changing the Connectivity Fee Schedule's title would mean that the services and fees related to connectivity within, into, and from the Mahwah Data Center, including colocation, would appear in one Connectivity Fee Schedule. All market participants would be able to enjoy the convenience of seeing such connectivity services and fees in one place, alleviating any possible market participant confusion that could currently arise from having to consult more than one document. Making the change would therefore contribute to the orderly operation of the Exchange by adding clarity and transparency regarding what connectivity is offered within, into, and from the Mahwah Data Center.

The Exchange believes that the proposed change would remove impediments to, and perfect the mechanisms of, a free and open market and a national market system and, in general, protect investors and the public interest because moving the colocation services and charges from the Exchange's Price List and Fee Schedule to the Connectivity Fee Schedule would more accurately reflect the fact that Users are not required to be members of the Exchange or of any of the Affiliate SROs. A User, like any market participant, could more easily navigate, understand, and comply with the list of colocation services and fees, without having to access the price list or fee schedule of an exchange of which it is not a member. The Exchange believes that the proposed change would thereby reduce potential investor or market participant confusion.

Similarly, the Exchange believes that the proposed change would reduce potential investor or market participant confusion because market participants would be able to see all connectivity services and fees in one place, alleviating any possible market participant confusion that could currently arise from having to consult more than one document.

For the reasons above, the proposed changes do not unfairly discriminate between or among market participants that are otherwise capable of satisfying any applicable colocation fees, requirements, terms, and conditions established from time to time by the Exchange.

For these reasons, the Exchange believes that the proposal is consistent with the Act.

B. Self-Regulatory Organization's Statement on Burden on Competition

In accordance with Section 6(b)(8) of the Act,¹¹ the Exchange believes that the proposed rule change will not impose any burden on competition that is not necessary or appropriate in furtherance of the purposes of the Act because it is ministerial in nature and is not designed to have any competitive impact. Rather, the change would simply move the description of the existing colocation services and fees to the Connectivity Fee Schedule and change its title. As a result of the proposed rule change, the services and fees related to connectivity within, into, and from the Mahwah Data Center would appear in the same Connectivity Fee Schedule. All market participants would be able to see the connectivity services and fees within, into, and from the Mahwah Data Center in one place, alleviating any possible market participant confusion.

For the reasons described above, the Exchange believes that the proposed rule change reflects this competitive environment.

¹¹ 15 U.S.C. 78f(b)(8).

C. Self-Regulatory Organization's Statement on Comments on the Proposed Rule Change Received from Members, Participants, or Others

No written comments were solicited or received with respect to the proposed rule change.

III. Date of Effectiveness of the Proposed Rule Change and Timing for Commission Action

The proposed rule change has become effective pursuant to Section 19(b)(3)(A) of the Act¹² and Rule 19b-4(f)(3)¹³ thereunder in that the proposed rule change is concerned solely with the administration of the Exchange.

At any time within 60 days of the filing of the proposed rule change, the Commission summarily may suspend such rule change if it appears to the Commission that such action is necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of the Act. If the Commission takes such action, the Commission shall institute proceedings under Section 19(b)(2)(B)¹⁴ of the Act to determine whether the proposed rule change should be approved or disapproved.

IV. Solicitation of Comments

Interested persons are invited to submit written data, views, and arguments concerning the foregoing, including whether the proposed rule change is consistent with the Act. Comments may be submitted by any of the following methods:

Electronic comments:

- Use the Commission's Internet comment form (<http://www.sec.gov/rules/sro.shtml>); or
- Send an e-mail to rule-comments@sec.gov. Please include File Number SR-

¹² 15 U.S.C. 78s(b)(3)(A).

¹³ 17 CFR 240.19b-4(f)(3).

¹⁴ 15 U.S.C. 78s(b)(2)(B).

NYSEAMER-2022-37 on the subject line.

Paper comments:

- Send paper comments in triplicate to: Secretary, Securities and Exchange Commission, 100 F Street, NE, Washington, DC 20549-1090.

All submissions should refer to File Number SR-NYSEAMER-2022-37. This file number should be included on the subject line if e-mail is used. To help the Commission process and review your comments more efficiently, please use only one method. The Commission will post all comments on the Commission's Internet website (<http://www.sec.gov/rules/sro.shtml>). Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change that are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those that may be withheld from the public in accordance with the provisions of 5 U.S.C. 552, will be available for website viewing and printing in the Commission's Public Reference Room, 100 F Street, NE, Washington, DC 20549 on official business days between the hours of 10:00 a.m. and 3:00 p.m. Copies of the filing also will be available for inspection and copying at the principal office of the Exchange. All comments received will be posted without change. Persons submitting comments are cautioned that we do not redact or edit personal identifying information from comment submissions. You should submit only information that you wish to make available publicly. All submissions should refer to File Number SR-NYSEAMER-2022-37 and should be submitted on or before [insert date 21 days from publication in the Federal Register].

For the Commission, by the Division of Trading and Markets, pursuant to delegated authority.¹⁵

¹⁵ 17 CFR 200.30-3(a)(12).

Eduardo A. Aleman
Deputy Secretary

Additions underscored

Deletions [bracketed]

**NYSE American Equities
Price List**

2022

* * * * *

Effective Date: [July 25] August 24, 2022

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[Co-Location Fees

Definitions

The following definitions are for purposes of Co-Location Fees only:

An “Affiliate” of a User is any other User or Hosted Customer that is under 50% or greater common ownership or control of the first User.

“Aggregate Cabinet Footprint” of a User or Hosted Customer is (a) for a User, the total kW of the User’s cabinets, including both partial and dedicated cabinets, and (b), for a Hosted Customer, the total kW of the portion of the Hosting User’s cabinet, whether partial or dedicated, allocated to such Hosted Customer.

A “Hosted Customer” means a customer of a Hosting User that is hosted in a Hosting User’s co-location space.

A “Hosting User” means a User of co-location services that hosts a Hosted Customer in the User’s co-location space.

A “User” means any market participant that requests to receive co-location services directly from the Exchange.

General Notes

1. A User that incurs co-location fees for a particular co-location service pursuant to this Price List shall not be subject to co-location fees for the same co-location service charged by the Exchange’s affiliates NYSE American LLC (NYSE American), NYSE Arca, Inc. (NYSE Arca), NYSE Chicago, Inc. (NYSE Chicago), and NYSE National, Inc. (NYSE National).

2. To qualify for a Partial Cabinet Solution bundle, a User must meet the following conditions: (1) it must purchase only one Partial Cabinet Solution bundle; (2) the User and its

Affiliates must not currently have a Partial Cabinet Solution bundle; and (3) after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, will have an Aggregate Cabinet Footprint of no more than 2 kW.

- A User requesting a Partial Cabinet Solution bundle will be required to certify to the Exchange (a) whether any other Users or Hosted Customers are Affiliates of the certificating User, and (b) that after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, would have an Aggregate Cabinet Footprint of no more than 2 kW. The certificating User will be required to inform the Exchange immediately of any event that causes another User or Hosted Customer to become an Affiliate. The Exchange shall review available information regarding the entities and may request additional information to verify the Affiliate status of a User or Hosted Customer. The Exchange shall approve a request for a Partial Cabinet Solution bundle unless it determines that the certification is not accurate.
- If a User that has purchased a Partial Cabinet Solution bundle becomes affiliated with one or more other Users or Hosted Customers and thereby no longer meets the conditions for access to the Partial Cabinet Solution bundle, or if the User otherwise ceases to meet the conditions for access to the Partial Cabinet Solution bundle, the Exchange will no longer offer it to such User and the User will be charged for each of the services individually, at the price for each such service set out in the Price List. Such price change would be effective as of the date that the User ceased to meet the conditions.

In addition, a User that changes its Partial Cabinet Solution bundle from one option to another will not be subject to a second initial charge, but will be required to pay the difference, if any, between the bundles' initial charges.

3. The initial and monthly charge for 2 bundles of 24 cross connects will be waived for a User that is waitlisted for a cage for the duration of the waitlist period, provided that the cross connects may only be used to connect the User's non-contiguous cabinets. The charge will no longer be waived once a User is removed from the waitlist.

- If a waitlist is created, a User seeking a new cage will be placed on the waitlist based on the date a signed order for the cage is received.
- A User that turns down a cage because it is not the correct size will remain on the waitlist. A User that requests to be removed or that turns down a cage that is the size that it requested will be removed from the waitlist.
- A User that is removed from the waitlist but subsequently requests a cage will be added back to the bottom of the waitlist, provided that, if the User was removed from the waitlist because it turned down a cage that is the size that it requested, it will not receive a second waiver of the charge.

4. When a User purchases a service that includes access to the LCN or IP network, it

receives the ability to access the trading and execution systems of the NYSE, NYSE American, NYSE Arca, NYSE Chicago, and NYSE National (together, the Exchange Systems) as well as of Global OTC (the Global OTC System), subject, in each case, to authorization by the NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National, or Global OTC, as applicable. Such access includes access to the customer gateways that provide for order entry, order receipt (i.e. confirmation that an order has been received), receipt of drop copies and trade reporting (i.e. whether a trade is executed or cancelled), as well as for sending information to shared data services for clearing and settlement. A User can change the access it receives at any time, subject to authorization by NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National or Global OTC. NYSE, NYSE American, NYSE Arca, NYSE Chicago and NYSE National also offer access to Exchange Systems to their members, such that a User does not have to purchase access to the LCN or IP network to obtain access to Exchange Systems. Global OTC offers access to the Global OTC System to its subscribers, such that a User does not have to purchase access to the LCN or IP network to obtain access to the Global OTC System.

5. When a User purchases a service that includes access to the LCN or IP network it receives connectivity to any of the Included Data Products that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the Included Data Products are charged by the provider of the data feed. A User can change the Included Data Products to which it receives connectivity at any time, subject to authorization from the provider of the data feed. The Exchange is not the exclusive method to connect to the Included Data Products.

The Included Data Products are as follows:

NMS feeds CTA CQ OPRA
NYSE: NYSE Alerts NYSE BBO NYSE Integrated Feed NYSE OpenBook NYSE Order Imbalances NYSE Trades
NYSE American: NYSE American Alerts NYSE American BBO NYSE American Integrated Feed NYSE American OpenBook NYSE American Order Imbalances NYSE American Trades
NYSE American Options
NYSE Arca: NYSE ArcaBook

NYSE Arca BBO NYSE Arca Integrated Feed NYSE Arca Order Imbalances NYSE Arca Trades
NYSE Arca Options
NYSE Best Quote and Trades (BQT)
NYSE Bonds
NYSE Chicago
NYSE National

6. When a User purchases a service that includes access to the NMS network, upon its request it will receive connectivity to the NMS network and any of the NMS feeds that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the NMS feeds are charged by the provider of the NMS feed. The NMS network provides connectivity to the NMS feeds only.

NMS feeds CTA CQ OPRA

7. Cabinet and Power Purchasing Limits. If (i) unallocated cabinet inventory is at or below 40 cabinets, whether or not such cabinets are configured to be subdivided into partial cabinets (“Cabinet Threshold”), or (ii) the unallocated power capacity in co-location is at or below 350 kW (the “Power Threshold”), the following limits on the purchase of new cabinets (“Purchasing Limits”) will apply

- a. Cabinet Limits. If only the Cabinet Threshold is reached, the following measures (the “Cabinet Limits”) will apply:
 - All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.
 - The Exchange will limit each User’s purchase of new cabinets (dedicated and partial) to a maximum of four dedicated cabinets. The maximum may be comprised of a mix of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.
 - If a User requests, in writing, a number of cabinets that, if provided, would cause the available cabinet inventory to be below 40 cabinets, the Cabinet Limits will only apply to the portion of the User’s order below the Cabinet Threshold.

- A User that has purchased cabinets subject to this Cabinet Limit, or any Affiliate of such User, will have to wait 30 days from the date of the User's signed order form before purchasing new cabinets again while such Cabinet Limit remains in effect.
 - If the Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.
 - When unallocated cabinet inventory is more than 40 cabinets, the Exchange will discontinue the Cabinet Limits.
- b. Combined Limits. If only the Power Threshold is reached or both the Cabinet Threshold and the Power Threshold are reached, the following measures (the "Combined Limits") will apply:
- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.
 - A User may purchase either or both of the following, so long as the combined power usage of such purchases is no more than a maximum of 32 kW:
 - a. New cabinets (dedicated and partial), subject to a maximum of four dedicated cabinets with standard power allocations of 4 kW or 8 kW ("Standard Cabinets"). The purchase may be comprised of a mix of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.
 - b. Additional power for new or existing cabinets.
 - If a User requests, in writing, a number of Standard Cabinets and/or an amount of additional power that, if provided, would cause the unallocated power capacity to be below the Power Threshold or Cabinet Threshold, the Combined Limits would apply only to the portion of the User's order below the relevant threshold.
 - A User that has purchased Standard Cabinets or additional power subject to these Combined Limits, or any Affiliate of such User, will have to wait 30 days from the date of the User's signed order form before purchasing new Standard Cabinets or additional power again while such Combined Limits remain in effect.
 - If the Power Threshold or Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.

- When unallocated power capacity is above the Power Threshold, the Exchange will discontinue the Combined Limits. If at that time the unallocated cabinet inventory is 40 or fewer cabinets, the Cabinet Limits would enter into effect.
- c. Applicability. If the Cabinet Threshold is reached before the Power Threshold, the Cabinet Limits will be in effect until the Power Threshold is reached, after which the Combined Limits will apply.
8. Cabinet and Combined Waitlists.
- a. Cabinet Waitlist. Unless a Combined Waitlist is in effect, the Exchange will create a cabinet waitlist (“Cabinet Waitlist”) if the available cabinet inventory is zero, or a User requests, in writing, a number of cabinets that, if provided, would cause the available inventory to be zero. The Exchange will place Users seeking cabinets on a Cabinet Waitlist, as follows:
- Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in General Note 7(a), above.
 - A User will be placed on the Cabinet Waitlist based on the date its signed order is received. A User may only have one order for new cabinets on the Cabinet Waitlist at a time, and the order is subject to the Cabinet Limits. If a User changes the size of its order while it is on the Cabinet Waitlist, it will maintain its place on the Cabinet Waitlist, provided that the User may not increase the size of its order such that it would exceed the Cabinet Limits. While a User is on the Cabinet Waitlist, no Affiliate of such User may also be on the Cabinet Waitlist.
 - As cabinets become available, the Exchange will offer them to the User at the top of the Cabinet Waitlist. If the User’s order is completed, it will be removed from the Cabinet Waitlist. If the User’s order is not completed, it will remain at the top of the Cabinet Waitlist.
 - A User will be removed from the Cabinet Waitlist (a) at the User’s request or (b) if the User turns down an offer of a cabinet of the same size it requested in its order. If the Exchange offers the User a cabinet of a different size than the User requested in its order, the User may turn down the offer and remain at the top of the Cabinet Waitlist until its order is completed.
 - A User that is removed from the Cabinet Waitlist but subsequently submits a new written order for cabinets will be added back to the bottom of the Cabinet Waitlist.
 - When unallocated cabinet inventory is more than 10 cabinets, the Exchange will cease use of the Cabinet Waitlist.
- b. Combined Waitlist. The Exchange would create a power and cabinet waitlist (“Combined Waitlist”) if the unallocated power capacity is zero, or if a User requests, in writing, an

amount of power (whether power allocated to a Standard Cabinet or additional power) that, if provided, would cause the unallocated power capacity to be below zero. The Exchange would place Users seeking cabinets or power on the Combined Waitlist, as follows:

- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in General Note 7(b), above.
- If a Cabinet Waitlist exists when the requirements to create a Combined Waitlist are met, the Cabinet Waitlist will automatically convert to the Combined Waitlist. If a Combined Waitlist exists when the requirements to create a Cabinet Waitlist are met, no new waitlist will be created, and the Combined Waitlist will continue in effect.
- A User will be placed on the Combined Waitlist based on the date its signed order for cabinets and/or additional power is received. A User may only have one order for new cabinets and/or additional power on the Combined Waitlist at a time, and the order would be subject to the Combined Limits. If a User changes the size of its order while it is on the Combined Waitlist, it will maintain its place on the Combined Waitlist, provided that the User may not increase the size of its order such that it would exceed the Combined Limits. While a User is on the Combined Waitlist, no Affiliate of such User may also be on the Combined Waitlist.
- As additional power and/or cabinets become available, the Exchange will offer them to the User at the top of the Combined Waitlist. If the User's order is completed, the order will be removed from the Combined Waitlist. If the User's order is not completed, it will remain at the top of the Combined Waitlist.
- A User will be removed from the Combined Waitlist (a) at the User's request; or (b) if the User turns down an offer that is the same as its order (e.g. the offer includes cabinets of the same size and/or the amount of additional power that the User requested in its order). If the Exchange offers the User an offer that is different than its order, the User may turn down the offer and remain at the top of the Combined Waitlist until its order is completed.
- A User that is removed from the Combined Waitlist but subsequently submits a new written order for cabinets and/or additional power will be added back to the bottom of the waitlist.
- If the Combined Waitlist is in effect, when unallocated power capacity in co-location is 100 kW or more, the Exchange will cease use of the Combined Waitlist. If at that time the unallocated cabinet inventory is 10 or fewer cabinets, the Cabinet Waitlist would enter into effect.

Initial Fee per Cabinet	
Dedicated Cabinet	\$5,000
8-Rack Unit of a Partial Cabinet	\$2,500
Monthly Fee for Cabinets	

Dedicated Cabinet	
Monthly fee is based on total kW allocated to all of a User's dedicated cabinets	
Number of kW	Per kW Fee Monthly
4 – 8	\$1,200
9 – 20	\$1,050
21 – 40	\$950
41+	\$900
8-Rack Unit of a Partial Cabinet	
Number of kW	Total Fee Monthly
1	\$1,500
2	\$2,700
Cabinet Upgrade Fee	
Dedicated Cabinet	\$9,200 (\$4,600 for a User that submitted a written order for a Cabinet Upgrade by January 31, 2014, provided that the Cabinet Upgrade became fully operational by March 31, 2014)
PNU Cabinet	
	monthly charge of \$360 per kW allocated to PNU Cabinet
Cage Fees	
2– 14 Cabinets	\$5,000 initial charge plus \$2,700 monthly charge
15 – 28 Cabinets	\$10,000 initial charge plus \$4,100 monthly charge
29+ Cabinets	\$15,000 initial charge plus \$5,500 monthly charge

Type of Service	Description	Amount of Charge
LCN and NMS Network Access	10 Gb LX LCN Circuit and 10 Gb NMS Network Circuit	<p>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</p> <p>For purposes of these charges, the LCN Circuit and</p>

		NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.
LCN and NMS Network Access	40 Gb LCN Circuit and 40 Gb NMS Network Circuit	<p>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</p> <p>For purposes of these charges, the LCN Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
<p>Partial Cabinet Solution bundles</p> <p>Note: A User and its Affiliates are limited to one Partial Cabinet Solution bundle at a time. A User and its Affiliates must have an Aggregate Cabinet Footprint of 2 kW or less to qualify for a Partial Cabinet Solution bundle. See Note 2 under “General Notes.”</p>	<p>Option A:</p> <p>1 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> For Users that order on or before December 31, 2020: \$3,000 monthly for first 24 months of service, and \$6,000 monthly thereafter For Users that order after December 31, 2020: \$6,000 monthly
	<p>Option B:</p> <p>2 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> For Users that order on or before December 31, 2020: \$3,500 monthly for first 24 months of service, and \$7,000 monthly thereafter For Users that order after December 31, 2020: \$7,000 monthly

	<p>Option C: 1 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> • For Users that order on or before December 31, 2020: \$7,000 monthly for first 24 months of service, and \$14,000 monthly thereafter • For Users that order after December 31, 2020: \$14,000 monthly
	<p>Option D: 2 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> • For Users that order on or before December 31, 2020: \$7,500 monthly for first 24 months of service, and \$15,000 monthly thereafter • For Users that order after December 31, 2020: \$15,000 monthly
<p>IP Network Access</p>	<p>1 Gb Circuit</p>	<p>\$2,500 per connection initial charge plus \$2,500 monthly per connection</p>
<p>IP Network and NMS Network Access</p>	<p>10 Gb IP Network Circuit and 10 Gb NMS Network Circuit</p>	<p>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$11,000 monthly charge per connection to both the IP Network and NMS Network.</p> <p>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>

IP Network and NMS Network Access	40 Gb IP Network Circuit and 40 Gb NMS Network Circuit	<p>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$18,000 monthly charge per connection to both the IP Network and NMS Network.</p> <p>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
Testing and certification IP Network Access	IP network circuit for testing and certification. Circuit can only be used for testing and certification and testing and certification period is limited to three months.	No charge.
Wireless Connection for Third Party Data	Wireless connection of Cboe Pitch BZX Gig shaped data and Cboe Pitch BYX Gig shaped data	<p>\$5,000 per connection initial charge plus monthly charge per connection of \$6,000</p> <p>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</p>
Wireless Connection for Third Party Data	Wireless connection of Cboe EDGX Gig shaped data and Cboe EDGA Gig shaped data	<p>\$5,000 per connection initial charge plus monthly charge per connection of \$6,000</p> <p>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</p>
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview-ITCH data	<p>\$5,000 per connection initial charge plus monthly charge per connection of \$8,500</p> <p>Fees are subject to a 30-day testing period, during which the monthly charge per</p>

		connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$6,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview Ultra (FPGA)	\$5,000 per connection initial charge plus monthly charge per connection of \$11,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview-ITCH and BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$12,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview Ultra (FPGA) and BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$14,500 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of Toronto Stock Exchange (TSX)	\$5,000 per connection initial charge plus monthly charge per connection of \$8,500 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection	Port for wireless connection	\$3,000 monthly charge per

for Third Party Data		port, excluding first port
Virtual Control Circuit between two Users	1Mb	\$200 monthly charge
	3Mb	\$400 monthly charge
	5Mb	\$500 monthly charge
	10Mb	\$800 monthly charge
	25Mb	\$1,200 monthly charge
	50Mb	\$1,800 monthly charge
	100Mb	\$2,500 monthly charge
Hosting Fee		\$1,000 monthly charge per cabinet per Hosted Customer for each cabinet in which such Hosted Customer is hosted
Data Center Fiber Cross Connect	Furnish and install 1 cross connect	\$500 initial charge plus \$600 monthly charge
	Furnish and install bundle of 6 cross connects	\$500 initial charge plus \$1,800 monthly charge
	Furnish and install bundle of 12 cross connects	\$500 initial charge plus \$3,000 monthly charge
	Furnish and install bundle of 18 cross connects	\$500 initial charge plus \$3,840 monthly charge
	Furnish and install bundle of 24 cross connects	\$500 initial charge plus \$4,680 monthly charge
		See General Note 3.
Connection to Time Protocol Feed	Network Time Protocol Feed (Note: LCN only)	\$300 initial charge plus \$100 monthly charge
	Precision Time Protocol	\$1,000 initial charge plus \$250 monthly charge
	GPS Time Source (Note: dedicated cabinets only)	\$3,000 initial charge plus \$400 monthly charge
Expedite Fee	Expedited installation/completion of a User's co-location service	\$4,000 per request
Change Fee***	Change to a co-location service that has already been installed/completed for a User	\$950 per request
Initial Install Services*** (Required per cabinet)	Dedicated Cabinet: Includes initial racking of equipment in cabinet and provision of cables (4 hrs).	\$800 per dedicated cabinet

	Partial Cabinet: Includes initial racking of equipment in cabinet and provision of cables (2 hrs).	\$400 per eight-rack unit in a partial cabinet
Hot Hands Service***	Allows Users to use on-site data center personnel to maintain User equipment, support network troubleshooting, rack and stack, power recycling, and install and document cable.	\$100 per half hour
Shipping and Receiving***	Receipt of one shipment of goods at data center from User/supplier. Includes coordination of shipping and receiving.	\$100 per shipment
Badge Request***	Request for provision of a permanent data center site access badge for a User representative.	\$50 per badge
External Cabinet Cable Tray***	Engineer, furnish and install Rittal 5"H x 12"W cable tray on cabinet.	\$400 per tray
Custom External Cabinet Cable Tray***	Engineer, furnish and install 4" H x 24" W custom basket cable tray above client's cabinet rows.	\$100 per linear foot
Visitor Security Escort***	All User representatives are required to be accompanied by a visitor security escort during visits to the data center, unless visiting the User's cage. Requirement includes User representatives who have a permanent data center site access badge.	\$75 per visit

*** These fees are waived for the move of a User's equipment within the Data Center when incurred in connection with such a move required by the Exchange ("Migration Move"). A User selected by the Exchange for a Migration Move will receive written notice (the "Notice"). The Notice will identify the 90-day period during which a User must move its equipment, which period would commence at least 60 days from the date of the Notice. Monthly recurring fees for the User's existing space based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice are also waived for the month during which a User's Migration Move takes place, so the User would not incur these fees for the period of overlapping use of equipment and services in the old and new locations. In addition, the monthly recurring charges are waived for the month following the completion of a User's Migration Move, based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice. No User will be required to move more than once within any 12-month period.

Co-Location: Connectivity to Third Party Systems, Data Feeds, Testing and Certification Feeds, and DTCC

Connectivity to Third Party Systems

Pricing for access to the execution systems of third party markets and other service providers (Third Party Systems) is for connectivity only. Connectivity to Third Party Systems is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to Third Party Systems is over the IP network. Any applicable fees are charged independently by the relevant third party content service provider. The Exchange is not the exclusive method to connect to Third Party Systems.

Bandwidth of connection to Third Party System	Monthly recurring fee per connection to Third Party System
1Mb	\$200
3Mb	\$400
5Mb	\$500
10Mb	\$800
25Mb	\$1,200
50Mb	\$1,800
100Mb	\$2,500
200 Mb	\$3,000
1 Gb	\$3,500

Third Party Systems
Americas Trading Group (ATG)
BM&F Bovespa
Boston Options Exchange (BOX)
Canadian Securities Exchange (CSE)
Cboe BYX Exchange (CboeBYX), Cboe BZX Exchange (CboeBZX), Cboe EDGA Exchange (CboeEDGA), and Cboe EDGX Exchange (CboeEDGX)
Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)
Chicago Mercantile Exchange (CME Group)
Credit Suisse
Euronext Optiq Cash and Derivatives Unicast (EUA)
Euronext Optiq Cash and Derivatives Unicast (Production)
Investors Exchange (IEX)
ITG TriAct Matchnow
MIAX Options
MIAX PEARL Options

Nasdaq
NASDAQ Canada (CXC, CXD, CX2)
NASDAQ ISE
Neo Aequitas
NYFIX Marketplace
Omega
OneChicago
OTC Markets Group
TMX Group

Connectivity to Third Party Data Feeds

Pricing for data feeds from third party markets and other content service providers (Third Party Data Feeds) is for connectivity only. Connectivity to Third Party Data Feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to Third Party Data Fees is over the IP network, with the exception that Users can connect to Global OTC over the IP network or LCN. Market data fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to Third Party Data Feeds.

Third Party Data Feed providers may charge redistribution fees. When the Exchange receives a redistribution fee, it passes through the charge to the User, without change to the fee. The fee is labeled as a pass-through of a redistribution fee on the User's invoice. The Exchange does not charge third party markets or content providers for connectivity to their own feeds.

Third Party Data Feed	Monthly Recurring Connectivity Fee per Third Party Data Feed
BM&F Bovespa	\$3,000
Boston Options Exchange (BOX)	\$1,000
Canadian Securities Exchange (CSE)	\$1,000
Cboe BZX Exchange (CboeBZX) and Cboe BYX Exchange (CboeBYX)	\$2,000
Cboe EDGX Exchange (CboeEDGX) and Cboe EDGA Exchange (CboeEDGA)	\$2,000
Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)	\$2,000
CME Group	\$3,000
Euronext Optiq Compressed Cash	\$900
Euronext Optiq Compressed Derivatives	\$600
Euronext Optiq Shaped Cash	\$1,200
Euronext Optiq Shaped Derivatives	\$900
Financial Industry Regulatory Authority (FINRA)	\$500

Third Party Data Feed	Monthly Recurring Connectivity Fee per Third Party Data Feed
Global OTC	\$100
ICE Data Services Consolidated Feed \leq 100 Mb	\$200
ICE Data Services Consolidated Feed $>$ 100 Mb to \leq 1 Gb	\$500
ICE Data Services Consolidated Feed $>$ 1 Gb	\$1,000
ICE Data Services Consolidated Feed Shared Farm \leq 100Mb	\$200
ICE Data Services Consolidated Feed Shared Farm $>$ 100 Mb to \leq 1 Gb	\$500
ICE Data Services Consolidated Feed Shared Farm $>$ 1 Gb	\$1,000
ICE Data Services PRD	\$200
ICE Data Services PRD CEP	\$400
Intercontinental Exchange (ICE)	\$1,500
Investors Exchange (IEX)	\$1,000
ITG TriAct Matchnow	\$1,000
Miami International Securities Exchange/MIAX PEARL	\$2,000
Montréal Exchange (MX)	\$1,000
MSCI 5 Mb	\$500
MSCI 25 Mb	\$1,200
NASDAQ Stock Market	\$2,000
NASDAQ OMX Global Index Data Service	\$100
NASDAQ UQDF & UTDF	\$500
NASDAQ Canada (CXC, CXD, CX2)	\$1,500
NASDAQ ISE	\$1,000
Neo Aequitas	\$1,200
Omega	\$1,000
OneChicago	\$1,000
OTC Markets Group	\$1,000
Vela – SuperFeed $<$ 500 Mb	\$250
Vela – SuperFeed $>$ 500 Mb to $<$ 1.25 Gb	\$800
Vela – SuperFeed $>$ 1.25 Gb	\$1,000
TMX Group	\$2,500

Connectivity to Third Party Testing and Certification Feeds

The Exchange provides connectivity to third party testing and certification feeds provided by third party markets and other content service providers. Pricing for third party testing and

certification feeds is for connectivity only. Connectivity to third party testing and certification feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to third party testing and certification feeds is over the IP network. Any applicable fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to third party testing and certification feeds.

Connectivity to third party certification and testing feeds	\$100 monthly recurring fee per feed
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Connectivity to DTCC

Pricing for connectivity to DTCC feeds is for connectivity only. Connectivity to DTCC feeds is subject to any technical provisioning requirements and authorization from DTCC. Connectivity to DTCC feeds is over the IP network. Any applicable fees are charged independently by DTCC. The Exchange is not the exclusive method to connect to DTCC feeds.

5 Mb connection to DTCC	\$500 monthly recurring fee
50 Mb connection to DTCC	\$2,500 monthly recurring fee]

Listing Fees

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NYSE AMERICAN OPTIONS FEE SCHEDULE*

* NYSE American Options is the options trading facility of NYSE American LLC

Effective as of [July 25] August 24, 2022

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V. Technology and System Access Fees

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Section V. Technology & System Access Fees

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[B. Co-Location Fees.

Definitions

The following definitions are for purposes of Co-Location Fees only:

An “Affiliate” of a User is any other User or Hosted Customer that is under 50% or greater common ownership or control of the first User.

“Aggregate Cabinet Footprint” of a User or Hosted Customer is (a) for a User, the total kW of the User’s cabinets, including both partial and dedicated cabinets, and (b), for a Hosted Customer, the total kW of the portion of the Hosting User’s cabinet, whether partial or dedicated, allocated to such Hosted Customer.

A “Hosted Customer” means a customer of a Hosting User that is hosted in a Hosting User’s co-location space.

A “Hosting User” means a User of co-location services that hosts a Hosted Customer in the User’s co-location space.

A “User” means any market participant that requests to receive co-location services directly from the Exchange.

General Notes

1. A User that incurs co-location fees for a particular co-location service pursuant to this Price List shall not be subject to co-location fees for the same co-location service charged by the Exchange's affiliates NYSE American LLC (NYSE American), NYSE Arca, Inc. (NYSE Arca), NYSE Chicago, Inc. (NYSE Chicago), and NYSE National, Inc. (NYSE National).

2. To qualify for a Partial Cabinet Solution bundle, a User must meet the following conditions: (1) it must purchase only one Partial Cabinet Solution bundle; (2) the User and its Affiliates must not currently have a Partial Cabinet Solution bundle; and (3) after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, will have an Aggregate Cabinet Footprint of no more than 2 kW.

- A User requesting a Partial Cabinet Solution bundle will be required to certify to the Exchange (a) whether any other Users or Hosted Customers are Affiliates of the certifying User, and (b) that after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, would have an Aggregate Cabinet Footprint of no more than 2 kW. The certifying User will be required to inform the Exchange immediately of any event that causes another User or Hosted Customer to become an Affiliate. The Exchange shall review available information regarding the entities and may request additional information to verify the Affiliate status of a User or Hosted Customer. The Exchange shall approve a request for a Partial Cabinet Solution bundle unless it determines that the certification is not accurate.
- If a User that has purchased a Partial Cabinet Solution bundle becomes affiliated with one or more other Users or Hosted Customers and thereby no longer meets the conditions for access to the Partial Cabinet Solution bundle, or if the User otherwise ceases to meet the conditions for access to the Partial Cabinet Solution bundle, the Exchange will no longer offer it to such User and the User will be charged for each of the services individually, at the price for each such service set out in the Price List. Such price change would be effective as of the date that the User ceased to meet the conditions.

In addition, a User that changes its Partial Cabinet Solution bundle from one option to another will not be subject to a second initial charge, but will be required to pay the difference, if any, between the bundles' initial charges.

3. The initial and monthly charge for 2 bundles of 24 cross connects will be waived for a User that is waitlisted for a cage for the duration of the waitlist period, provided that the cross connects may only be used to connect the User's non-contiguous cabinets. The charge will no longer be waived once a User is removed from the waitlist.

- If a waitlist is created, a User seeking a new cage will be placed on the waitlist based on the date a signed order for the cage is received.

- A User that turns down a cage because it is not the correct size will remain on the waitlist. A User that requests to be removed or that turns down a cage that is the size that it requested will be removed from the waitlist.
- A User that is removed from the waitlist but subsequently requests a cage will be added back to the bottom of the waitlist, provided that, if the User was removed from the waitlist because it turned down a cage that is the size that it requested, it will not receive a second waiver of the charge.

4. When a User purchases a service that includes access to the LCN or IP network, it receives the ability to access the trading and execution systems of the NYSE, NYSE American, NYSE Arca, NYSE Chicago, and NYSE National (together, the Exchange Systems) as well as of Global OTC (the Global OTC System), subject, in each case, to authorization by the NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National, or Global OTC, as applicable. Such access includes access to the customer gateways that provide for order entry, order receipt (i.e. confirmation that an order has been received), receipt of drop copies and trade reporting (i.e. whether a trade is executed or cancelled), as well as for sending information to shared data services for clearing and settlement. A User can change the access it receives at any time, subject to authorization by NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National or Global OTC. NYSE, NYSE American, NYSE Arca, NYSE Chicago and NYSE National also offer access to Exchange Systems to their members, such that a User does not have to purchase access to the LCN or IP network to obtain access to Exchange Systems. Global OTC offers access to the Global OTC System to its subscribers, such that a User does not have to purchase access to the LCN or IP network to obtain access to the Global OTC System.

5. When a User purchases a service that includes access to the LCN or IP network it receives connectivity to any of the Included Data Products that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the Included Data Products are charged by the provider of the data feed. A User can change the Included Data Products to which it receives connectivity at any time, subject to authorization from the provider of the data feed. The Exchange is not the exclusive method to connect to the Included Data Products.

The Included Data Products are as follows:

NMS feeds CTA CQ OPRA
NYSE: NYSE Alerts NYSE BBO NYSE Integrated Feed NYSE OpenBook NYSE Order Imbalances NYSE Trades

NYSE American: NYSE American Alerts NYSE American BBO NYSE American Integrated Feed NYSE American OpenBook NYSE American Order Imbalances NYSE American Trades
NYSE American Options
NYSE Arca: NYSE ArcaBook NYSE Arca BBO NYSE Arca Integrated Feed NYSE Arca Order Imbalances NYSE Arca Trades
NYSE Arca Options
NYSE Best Quote and Trades (BQT)
NYSE Bonds
NYSE Chicago
NYSE National

6. When a User purchases a service that includes access to the NMS network, upon its request it will receive connectivity to the NMS network and any of the NMS feeds that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the NMS feeds are charged by the provider of the NMS feed. The NMS network provides connectivity to the NMS feeds only.

NMS feeds CTA CQ OPRA

7. Cabinet and Power Purchasing Limits. If (i) unallocated cabinet inventory is at or below 40 cabinets, whether or not such cabinets are configured to be subdivided into partial cabinets (“Cabinet Threshold”), or (ii) the unallocated power capacity in co-location is at or below 350 kW (the “Power Threshold”), the following limits on the purchase of new cabinets (“Purchasing Limits”) will apply

- a. Cabinet Limits. If only the Cabinet Threshold is reached, the following measures (the “Cabinet Limits”) will apply:
 - All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not

contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.

- The Exchange will limit each User's purchase of new cabinets (dedicated and partial) to a maximum of four dedicated cabinets. The maximum may be comprised of a mix of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.
 - If a User requests, in writing, a number of cabinets that, if provided, would cause the available cabinet inventory to be below 40 cabinets, the Cabinet Limits will only apply to the portion of the User's order below the Cabinet Threshold.
 - A User that has purchased cabinets subject to this Cabinet Limit, or any Affiliate of such User, will have to wait 30 days from the date of the User's signed order form before purchasing new cabinets again while such Cabinet Limit remains in effect.
 - If the Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.
 - When unallocated cabinet inventory is more than 40 cabinets, the Exchange will discontinue the Cabinet Limits.
- b. Combined Limits. If only the Power Threshold is reached or both the Cabinet Threshold and the Power Threshold are reached, the following measures (the "Combined Limits") will apply:
- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.
 - A User may purchase either or both of the following, so long as the combined power usage of such purchases is no more than a maximum of 32 kW:
 - c. New cabinets (dedicated and partial), subject to a maximum of four dedicated cabinets with standard power allocations of 4 kW or 8 kW ("Standard Cabinets"). The purchase may be comprised of a mix of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.
 - d. Additional power for new or existing cabinets.
 - If a User requests, in writing, a number of Standard Cabinets and/or an amount of additional power that, if provided, would cause the unallocated power capacity to be

below the Power Threshold or Cabinet Threshold, the Combined Limits would apply only to the portion of the User's order below the relevant threshold.

- A User that has purchased Standard Cabinets or additional power subject to these Combined Limits, or any Affiliate of such User, will have to wait 30 days from the date of the User's signed order form before purchasing new Standard Cabinets or additional power again while such Combined Limits remain in effect.
 - If the Power Threshold or Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.
 - When unallocated power capacity is above the Power Threshold, the Exchange will discontinue the Combined Limits. If at that time the unallocated cabinet inventory is 40 or fewer cabinets, the Cabinet Limits would enter into effect.
- c. Applicability. If the Cabinet Threshold is reached before the Power Threshold, the Cabinet Limits will be in effect until the Power Threshold is reached, after which the Combined Limits will apply.
8. Cabinet and Combined Waitlists.
- a. Cabinet Waitlist. Unless a Combined Waitlist is in effect, the Exchange will create a cabinet waitlist ("Cabinet Waitlist") if the available cabinet inventory is zero, or a User requests, in writing, a number of cabinets that, if provided, would cause the available inventory to be zero. The Exchange will place Users seeking cabinets on a Cabinet Waitlist, as follows:
- Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in General Note 7(a), above.
 - A User will be placed on the Cabinet Waitlist based on the date its signed order is received. A User may only have one order for new cabinets on the Cabinet Waitlist at a time, and the order is subject to the Cabinet Limits. If a User changes the size of its order while it is on the Cabinet Waitlist, it will maintain its place on the Cabinet Waitlist, provided that the User may not increase the size of its order such that it would exceed the Cabinet Limits. While a User is on the Cabinet Waitlist, no Affiliate of such User may also be on the Cabinet Waitlist.
 - As cabinets become available, the Exchange will offer them to the User at the top of the Cabinet Waitlist. If the User's order is completed, it will be removed from the Cabinet Waitlist. If the User's order is not completed, it will remain at the top of the Cabinet Waitlist.
 - A User will be removed from the Cabinet Waitlist (a) at the User's request or (b) if the User turns down an offer of a cabinet of the same size it requested in its order. If

the Exchange offers the User a cabinet of a different size than the User requested in its order, the User may turn down the offer and remain at the top of the Cabinet Waitlist until its order is completed.

- A User that is removed from the Cabinet Waitlist but subsequently submits a new written order for cabinets will be added back to the bottom of the Cabinet Waitlist.
- When unallocated cabinet inventory is more than 10 cabinets, the Exchange will cease use of the Cabinet Waitlist.

b. Combined Waitlist. The Exchange would create a power and cabinet waitlist (“Combined Waitlist”) if the unallocated power capacity is zero, or if a User requests, in writing, an amount of power (whether power allocated to a Standard Cabinet or additional power) that, if provided, would cause the unallocated power capacity to be below zero. The Exchange would place Users seeking cabinets or power on the Combined Waitlist, as follows:

- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in General Note 7(b), above.
- If a Cabinet Waitlist exists when the requirements to create a Combined Waitlist are met, the Cabinet Waitlist will automatically convert to the Combined Waitlist. If a Combined Waitlist exists when the requirements to create a Cabinet Waitlist are met, no new waitlist will be created, and the Combined Waitlist will continue in effect.
- A User will be placed on the Combined Waitlist based on the date its signed order for cabinets and/or additional power is received. A User may only have one order for new cabinets and/or additional power on the Combined Waitlist at a time, and the order would be subject to the Combined Limits. If a User changes the size of its order while it is on the Combined Waitlist, it will maintain its place on the Combined Waitlist, provided that the User may not increase the size of its order such that it would exceed the Combined Limits. While a User is on the Combined Waitlist, no Affiliate of such User may also be on the Combined Waitlist.
- As additional power and/or cabinets become available, the Exchange will offer them to the User at the top of the Combined Waitlist. If the User’s order is completed, the order will be removed from the Combined Waitlist. If the User’s order is not completed, it will remain at the top of the Combined Waitlist.
- A User will be removed from the Combined Waitlist (a) at the User’s request; or (b) if the User turns down an offer that is the same as its order (e.g. the offer includes cabinets of the same size and/or the amount of additional power that the User requested in its order). If the Exchange offers the User an offer that is different than its order, the User may turn down the offer and remain at the top of the Combined Waitlist until its order is completed.

- A User that is removed from the Combined Waitlist but subsequently submits a new written order for cabinets and/or additional power will be added back to the bottom of the waitlist.
- If the Combined Waitlist is in effect, when unallocated power capacity in co-location is 100 kW or more, the Exchange will cease use of the Combined Waitlist. If at that time the unallocated cabinet inventory is 10 or fewer cabinets, the Cabinet Waitlist would enter into effect.

Initial Fee per Cabinet	
Dedicated Cabinet	\$5,000
8-Rack Unit of a Partial Cabinet	\$2,500
Monthly Fee for Cabinets	
Dedicated Cabinet	
Monthly fee is based on total kW's allocated to all of a User's dedicated cabinets	
Number of kW's	Per kW Fee Monthly
4 – 8	\$1,200
9 – 20	\$1,050
21 – 40	\$950
41+	\$900
8-Rack Unit of a Partial Cabinet	
Number of kW's	Total Fee Monthly
1	\$1,500
2	\$2,700
Cabinet Upgrade Fee	
Dedicated Cabinet	\$9,200 (\$4,600 for a User that submitted a written order for a Cabinet Upgrade by January 31, 2014, provided that the Cabinet Upgrade became fully operational by March 31, 2014)
PNU Cabinet	monthly charge of \$360 per kW allocated to PNU Cabinet
Cage Fees	
2– 14 Cabinets	\$5,000 initial charge plus \$2,700 monthly charge
15 – 28 Cabinets	\$10,000 initial charge plus \$4,100 monthly charge

29+ Cabinets	\$15,000 initial charge plus \$5,500 monthly charge
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Type of Service	Description	Amount of Charge
LCN and NMS Network Access	10 Gb LX LCN Circuit and 10 Gb NMS Network Circuit	<p>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</p> <p>For purposes of these charges, the LCN Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
LCN and NMS Network Access	40 Gb LCN Circuit and 40 Gb NMS Network Circuit	<p>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</p> <p>For purposes of these charges, the LCN Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
<p>Partial Cabinet Solution bundles</p> <p>Note: A User and its Affiliates are limited to one Partial Cabinet Solution bundle at a time. A User and its Affiliates must have an Aggregate Cabinet Footprint of 2 kW or less to qualify for a Partial Cabinet Solution</p>	<p>Option A: 1 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> For Users that order on or before December 31, 2020: \$3,000 monthly for first 24 months of service, and \$6,000 monthly thereafter For Users that order after December 31,

bundle. See Note 2 under "General Notes."		2020: \$6,000 monthly
	<p>Option B: 2 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> • For Users that order on or before December 31, 2020: \$3,500 monthly for first 24 months of service, and \$7,000 monthly thereafter • For Users that order after December 31, 2020: \$7,000 monthly
	<p>Option C: 1 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> • For Users that order on or before December 31, 2020: \$7,000 monthly for first 24 months of service, and \$14,000 monthly thereafter • For Users that order after December 31, 2020: \$14,000 monthly
	<p>Option D: 2 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</p>	<p>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</p> <ul style="list-style-type: none"> • For Users that order on or before December 31, 2020: \$7,500 monthly for first 24 months of

		<p>service, and \$15,000 monthly thereafter</p> <ul style="list-style-type: none"> • For Users that order after December 31, 2020: \$15,000 monthly
IP Network Access	1 Gb Circuit	\$2,500 per connection initial charge plus \$2,500 monthly per connection
IP Network and NMS Network Access	10 Gb IP Network Circuit and 10 Gb NMS Network Circuit	<p>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$11,000 monthly charge per connection to both the IP Network and NMS Network.</p> <p>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
IP Network and NMS Network Access	40 Gb IP Network Circuit and 40 Gb NMS Network Circuit	<p>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$18,000 monthly charge per connection to both the IP Network and NMS Network.</p> <p>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</p>
Testing and certification IP Network Access	IP network circuit for testing and certification. Circuit can only be used for testing and certification and testing and certification period is limited to three months.	No charge.

Wireless Connection for Third Party Data	Wireless connection of Cboe Pitch BZX Gig shaped data and Cboe Pitch BYX Gig shaped data	\$5,000 per connection initial charge plus monthly charge per connection of \$6,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of Cboe EDGX Gig shaped data and Cboe EDGA Gig shaped data	\$5,000 per connection initial charge plus monthly charge per connection of \$6,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$8,500 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$6,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview Ultra (FPGA)	\$5,000 per connection initial charge plus monthly charge per connection of \$11,000 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview-ITCH and BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$12,000

		Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of NASDAQ Totalview Ultra (FPGA) and BX Totalview-ITCH data	\$5,000 per connection initial charge plus monthly charge per connection of \$14,500 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Wireless connection of Toronto Stock Exchange (TSX)	\$5,000 per connection initial charge plus monthly charge per connection of \$8,500 Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.
Wireless Connection for Third Party Data	Port for wireless connection	\$3,000 monthly charge per port, excluding first port
Virtual Control Circuit between two Users	1Mb	\$200 monthly charge
	3Mb	\$400 monthly charge
	5Mb	\$500 monthly charge
	10Mb	\$800 monthly charge
	25Mb	\$1,200 monthly charge
	50Mb	\$1,800 monthly charge
	100Mb	\$2,500 monthly charge
Hosting Fee		\$1,000 monthly charge per cabinet per Hosted Customer for each cabinet in which such Hosted Customer is hosted
	Furnish and install 1 cross connect	\$500 initial charge plus \$600 monthly charge

Data Center Fiber Cross Connect	Furnish and install bundle of 6 cross connects	\$500 initial charge plus \$1,800 monthly charge
	Furnish and install bundle of 12 cross connects	\$500 initial charge plus \$3,000 monthly charge
	Furnish and install bundle of 18 cross connects	\$500 initial charge plus \$3,840 monthly charge
	Furnish and install bundle of 24 cross connects	\$500 initial charge plus \$4,680 monthly charge
		See General Note 3.
Connection to Time Protocol Feed	Network Time Protocol Feed (Note: LCN only)	\$300 initial charge plus \$100 monthly charge
	Precision Time Protocol	\$1,000 initial charge plus \$250 monthly charge
	GPS Time Source (Note: dedicated cabinets only)	\$3,000 initial charge plus \$400 monthly charge
Expedite Fee	Expedited installation/completion of a User's co-location service	\$4,000 per request
Change Fee***	Change to a co-location service that has already been installed/completed for a User	\$950 per request
Initial Install Services*** (Required per cabinet)	Dedicated Cabinet: Includes initial racking of equipment in cabinet and provision of cables (4 hrs).	\$800 per dedicated cabinet
	Partial Cabinet: Includes initial racking of equipment in cabinet and provision of cables (2 hrs).	\$400 per eight-rack unit in a partial cabinet
Hot Hands Service***	Allows Users to use on-site data center personnel to maintain User equipment, support network troubleshooting, rack and stack, power recycling, and install and document cable.	\$100 per half hour
Shipping and Receiving***	Receipt of one shipment of goods at data center from User/supplier. Includes coordination of shipping and receiving.	\$100 per shipment
Badge Request***	Request for provision of a permanent data center site access badge for a User representative.	\$50 per badge
External Cabinet Cable Tray***	Engineer, furnish and install Rittal 5"H x 12"W cable tray on cabinet.	\$400 per tray
Custom External Cabinet Cable Tray***	Engineer, furnish and install 4" H x 24" W custom basket cable tray above client's cabinet rows.	\$100 per linear foot

Visitor Security Escort***	All User representatives are required to be accompanied by a visitor security escort during visits to the data center, unless visiting the User's cage. Requirement includes User representatives who have a permanent data center site access badge.	\$75 per visit
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*** These fees are waived for the move of a User's equipment within the Data Center when incurred in connection with such a move required by the Exchange ("Migration Move"). A User selected by the Exchange for a Migration Move will receive written notice (the "Notice"). The Notice will identify the 90-day period during which a User must move its equipment, which period would commence at least 60 days from the date of the Notice. Monthly recurring fees for the User's existing space based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice are also waived for the month during which a User's Migration Move takes place, so the User would not incur these fees for the period of overlapping use of equipment and services in the old and new locations. In addition, the monthly recurring charges are waived for the month following the completion of a User's Migration Move, based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice. No User will be required to move more than once within any 12-month period.

Co-Location: Connectivity to Third Party Systems, Data Feeds, Testing and Certification Feeds, and DTCC

Connectivity to Third Party Systems

Pricing for access to the execution systems of third party markets and other service providers (Third Party Systems) is for connectivity only. Connectivity to Third Party Systems is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to Third Party Systems is over the IP network. Any applicable fees are charged independently by the relevant third party content service provider. The Exchange is not the exclusive method to connect to Third Party Systems.

Bandwidth of connection to Third Party System	Monthly recurring fee per connection to Third Party System
1Mb	\$200
3Mb	\$400
5Mb	\$500
10Mb	\$800
25Mb	\$1,200
50Mb	\$1,800
100Mb	\$2,500

200 Mb	\$3,000
1 Gb	\$3,500

Third Party Systems
Americas Trading Group (ATG)
BM&F Bovespa
Boston Options Exchange (BOX)
Canadian Securities Exchange (CSE)
Cboe BYX Exchange (CboeBYX), Cboe BZX Exchange (CboeBZX), Cboe EDGA Exchange (CboeEDGA), and Cboe EDGX Exchange (CboeEDGX)
Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)
Chicago Mercantile Exchange (CME Group)
Credit Suisse
Euronext Optiq Cash and Derivatives Unicast (EUA)
Euronext Optiq Cash and Derivatives Unicast (Production)
Investors Exchange (IEX)
ITG TriAct Matchnow
MIAX Options
MIAX PEARL Options
Nasdaq
NASDAQ Canada (CXC, CXD, CX2)
NASDAQ ISE
Neo Aequitas
NYFIX Marketplace
Omega
OneChicago
OTC Markets Group
TMX Group

Connectivity to Third Party Data Feeds

Pricing for data feeds from third party markets and other content service providers (Third Party Data Feeds) is for connectivity only. Connectivity to Third Party Data Feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to Third Party Data Fees is over the IP network, with the exception that Users can connect to Global OTC over the IP network or LCN. Market data fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to Third Party Data Feeds.

Third Party Data Feed providers may charge redistribution fees. When the Exchange receives a redistribution fee, it passes through the charge to the User, without change to the fee. The fee is labeled as a pass-through of a redistribution fee on the User's invoice. The Exchange does not charge third party markets or content providers for connectivity to their own feeds.

	Monthly Recurring Connectivity Fee per Third Party Data Feed
Third Party Data Feed	
BM&F Bovespa	\$3,000
Boston Options Exchange (BOX)	\$1,000
Canadian Securities Exchange (CSE)	\$1,000
Cboe BZX Exchange (CboeBZX) and Cboe BYX Exchange (CboeBYX)	\$2,000
Cboe EDGX Exchange (CboeEDGX) and Cboe EDGA Exchange (CboeEDGA)	\$2,000
Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)	\$2,000
CME Group	\$3,000
Euronext Optiq Compressed Cash	\$900
Euronext Optiq Compressed Derivatives	\$600
Euronext Optiq Shaped Cash	\$1,200
Euronext Optiq Shaped Derivatives	\$900
Financial Industry Regulatory Authority (FINRA)	\$500
Global OTC	\$100
ICE Data Services Consolidated Feed \leq 100 Mb	\$200
ICE Data Services Consolidated Feed $>$ 100 Mb to \leq 1 Gb	\$500
ICE Data Services Consolidated Feed $>$ 1 Gb	\$1,000
ICE Data Services Consolidated Feed Shared Farm \leq 100Mb	\$200
ICE Data Services Consolidated Feed Shared Farm $>$ 100 Mb to \leq 1 Gb	\$500
ICE Data Services Consolidated Feed Shared Farm $>$ 1 Gb	\$1,000
ICE Data Services PRD	\$200
ICE Data Services PRD CEP	\$400
Intercontinental Exchange (ICE)	\$1,500
Investors Exchange (IEX)	\$1,000
ITG TriAct Matchnow	\$1,000
Miami International Securities Exchange/MIAX PEARL	\$2,000
Montréal Exchange (MX)	\$1,000

Third Party Data Feed	Monthly Recurring Connectivity Fee per Third Party Data Feed
MSCI 5 Mb	\$500
MSCI 25 Mb	\$1,200
NASDAQ Stock Market	\$2,000
NASDAQ OMX Global Index Data Service	\$100
NASDAQ UQDF & UTDF	\$500
NASDAQ Canada (CXC, CXD, CX2)	\$1,500
NASDAQ ISE	\$1,000
Neo Aequitas	\$1,200
Omega	\$1,000
OneChicago	\$1,000
OTC Markets Group	\$1,000
Vela – SuperFeed <500 Mb	\$250
Vela – SuperFeed >500 Mb to <1.25 Gb	\$800
Vela – SuperFeed >1.25 Gb	\$1,000
TMX Group	\$2,500

Connectivity to Third Party Testing and Certification Feeds

The Exchange provides connectivity to third party testing and certification feeds provided by third party markets and other content service providers. Pricing for third party testing and certification feeds is for connectivity only. Connectivity to third party testing and certification feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to third party testing and certification feeds is over the IP network. Any applicable fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to third party testing and certification feeds.

Connectivity to third party certification and testing feeds	\$100 monthly recurring fee per feed
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Connectivity to DTCC

Pricing for connectivity to DTCC feeds is for connectivity only. Connectivity to DTCC feeds is subject to any technical provisioning requirements and authorization from DTCC. Connectivity to DTCC feeds is over the IP network. Any applicable fees are charged independently by DTCC. The Exchange is not the exclusive method to connect to DTCC feeds.

5 Mb connection to DTCC	\$500 monthly recurring fee
50 Mb connection to DTCC	\$2,500 monthly recurring fee]

Section VI. Report Fees

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Additions underscored
Deletions [bracketed]

**New York Stock Exchange LLC
NYSE American LLC
NYSE Arca, Inc.
NYSE Chicago, Inc.
NYSE National, Inc.**

[Wireless] Connectivity Fee[s and Charges] Schedule

Last Updated: [December 14, 2020] August 24, 2022

General Note

A market participant that incurs fees from the New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc., NYSE Chicago, Inc. or NYSE National, Inc. (collectively, the “Affiliate SROs”) for a particular service pursuant to this Fee Schedule shall not be subject to fees for the same service charged by the other Affiliate SROs.

A. Co-Location Fees

Colocation Definitions

The following definitions are for purposes of Co-Location Fees only:

An “Affiliate” of a User is any other User or Hosted Customer that is under 50% or greater common ownership or control of the first User.

“Aggregate Cabinet Footprint” of a User or Hosted Customer is (a) for a User, the total kW of the User’s cabinets, including both partial and dedicated cabinets, and (b), for a Hosted Customer, the total kW of the portion of the Hosting User’s cabinet, whether partial or dedicated, allocated to such Hosted Customer.

A “Hosted Customer” means a customer of a Hosting User that is hosted in a Hosting User’s co-location space.

A “Hosting User” means a User of co-location services that hosts a Hosted Customer in the User’s co-location space.

A “User” means any market participant that requests to receive co-location services directly from the Exchange.

Colocation Notes

1. To qualify for a Partial Cabinet Solution bundle, a User must meet the following conditions: (1) it must purchase only one Partial Cabinet Solution bundle; (2) the User and its Affiliates must not currently have a Partial Cabinet Solution bundle; and (3) after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, will have an Aggregate Cabinet Footprint of no more than 2 kW.

- A User requesting a Partial Cabinet Solution bundle will be required to certify to the Exchange (a) whether any other Users or Hosted Customers are Affiliates of the certifying User, and (b) that after the purchase of the Partial Cabinet Solution bundle, the User, together with its Affiliates, would have an Aggregate Cabinet Footprint of no more than 2 kW. The certifying User will be required to inform the Exchange immediately of any event that causes another User or Hosted Customer to become an Affiliate. The Exchange shall review available information regarding the entities and may request additional information to verify the Affiliate status of a User or Hosted Customer. The Exchange shall approve a request for a Partial Cabinet Solution bundle unless it determines that the certification is not accurate.
- If a User that has purchased a Partial Cabinet Solution bundle becomes affiliated with one or more other Users or Hosted Customers and thereby no longer meets the conditions for access to the Partial Cabinet Solution bundle, or if the User otherwise ceases to meet the conditions for access to the Partial Cabinet Solution bundle, the Exchange will no longer offer it to such User and the User will be charged for each of the services individually, at the price for each such service set out in the Price List. Such price change would be effective as of the date that the User ceased to meet the conditions.

In addition, a User that changes its Partial Cabinet Solution bundle from one option to another will not be subject to a second initial charge, but will be required to pay the difference, if any, between the bundles' initial charges.

2. The initial and monthly charge for 2 bundles of 24 cross connects will be waived for a User that is waitlisted for a cage for the duration of the waitlist period, provided that the cross connects may only be used to connect the User's non-contiguous cabinets. The charge will no longer be waived once a User is removed from the waitlist.

- If a waitlist is created, a User seeking a new cage will be placed on the waitlist based on the date a signed order for the cage is received.
- A User that turns down a cage because it is not the correct size will remain on the waitlist. A User that requests to be removed or that turns down a cage that is the size that it requested will be removed from the waitlist.
- A User that is removed from the waitlist but subsequently requests a cage will be added back to the bottom of the waitlist, provided that, if the User was removed from

the waitlist because it turned down a cage that is the size that it requested, it will not receive a second waiver of the charge.

3. When a User purchases a service that includes access to the LCN or IP network, it receives the ability to access the trading and execution systems of the NYSE, NYSE American, NYSE Arca, NYSE Chicago, and NYSE National (together, the Exchange Systems) as well as of Global OTC (the Global OTC System), subject, in each case, to authorization by the NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National, or Global OTC, as applicable. Such access includes access to the customer gateways that provide for order entry, order receipt (i.e. confirmation that an order has been received), receipt of drop copies and trade reporting (i.e. whether a trade is executed or cancelled), as well as for sending information to shared data services for clearing and settlement. A User can change the access it receives at any time, subject to authorization by NYSE, NYSE American, NYSE Arca, NYSE Chicago, NYSE National or Global OTC. NYSE, NYSE American, NYSE Arca, NYSE Chicago and NYSE National also offer access to Exchange Systems to their members, such that a User does not have to purchase access to the LCN or IP network to obtain access to Exchange Systems. Global OTC offers access to the Global OTC System to its subscribers, such that a User does not have to purchase access to the LCN or IP network to obtain access to the Global OTC System.

4. When a User purchases a service that includes access to the LCN or IP network it receives connectivity to any of the Included Data Products that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the Included Data Products are charged by the provider of the data feed. A User can change the Included Data Products to which it receives connectivity at any time, subject to authorization from the provider of the data feed. The Exchange is not the exclusive method to connect to the Included Data Products.

The Included Data Products are as follows:

<u>NMS feeds</u> <u>CTA</u> <u>CQ</u> <u>OPRA</u>
<u>NYSE:</u> <u>NYSE Alerts</u> <u>NYSE BBO</u> <u>NYSE Integrated Feed</u> <u>NYSE OpenBook</u> <u>NYSE Order Imbalances</u> <u>NYSE Trades</u>
<u>NYSE American:</u> <u>NYSE American Alerts</u> <u>NYSE American BBO</u> <u>NYSE American Integrated Feed</u> <u>NYSE American OpenBook</u>

<u>NYSE American Order Imbalances</u> <u>NYSE American Trades</u>
<u>NYSE American Options</u>
<u>NYSE Arca:</u> <u>NYSE ArcaBook</u> <u>NYSE Arca BBO</u> <u>NYSE Arca Integrated Feed</u> <u>NYSE Arca Order Imbalances</u> <u>NYSE Arca Trades</u>
<u>NYSE Arca Options</u>
<u>NYSE Best Quote and Trades (BQT)</u>
<u>NYSE Bonds</u>
<u>NYSE Chicago</u>
<u>NYSE National</u>

5. When a User purchases a service that includes access to the NMS network, upon its request it will receive connectivity to the NMS network and any of the NMS feeds that it selects, subject to any technical provisioning requirements and authorization from the provider of the data feed. Market data fees for the NMS feeds are charged by the provided of the NMS feed. The NMS network provides connectivity to the NMS feeds only.

<u>NMS feeds</u> <u>CTA</u> <u>CQ</u> <u>OPRA</u>
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6. Cabinet and Power Purchasing Limits. If (i) unallocated cabinet inventory is at or below 40 cabinets, whether or not such cabinets are configured to be subdivided into partial cabinets (“Cabinet Threshold”), or (ii) the unallocated power capacity in co-location is at or below 350 kW (the “Power Threshold”), the following limits on the purchase of new cabinets (“Purchasing Limits”) will apply

a. Cabinet Limits. If only the Cabinet Threshold is reached, the following measures (the “Cabinet Limits”) will apply:

- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.
- The Exchange will limit each User’s purchase of new cabinets (dedicated and partial) to a maximum of four dedicated cabinets. The maximum may be comprised of a mix

of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.

- If a User requests, in writing, a number of cabinets that, if provided, would cause the available cabinet inventory to be below 40 cabinets, the Cabinet Limits will only apply to the portion of the User’s order below the Cabinet Threshold.
 - A User that has purchased cabinets subject to this Cabinet Limit, or any Affiliate of such User, will have to wait 30 days from the date of the User’s signed order form before purchasing new cabinets again while such Cabinet Limit remains in effect.
 - If the Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.
 - When unallocated cabinet inventory is more than 40 cabinets, the Exchange will discontinue the Cabinet Limits.
- b. Combined Limits. If only the Power Threshold is reached or both the Cabinet Threshold and the Power Threshold are reached, the following measures (the “Combined Limits”) will apply:
- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets. The Exchange will notify each User with a PNU cabinet that the User has 30 business days to decide whether to contract to convert the PNU cabinet to a dedicated cabinet. If the User does not contract to use the PNU cabinet as a dedicated cabinet within such time, the PNU cabinet will be relinquished.
 - A User may purchase either or both of the following, so long as the combined power usage of such purchases is no more than a maximum of 32 kW:
 - a. New cabinets (dedicated and partial), subject to a maximum of four dedicated cabinets with standard power allocations of 4 kW or 8 kW (“Standard Cabinets”). The purchase may be comprised of a mix of dedicated and partial cabinets, with two partial cabinets counting as one dedicated cabinet.
 - b. Additional power for new or existing cabinets.
 - If a User requests, in writing, a number of Standard Cabinets and/or an amount of additional power that, if provided, would cause the unallocated power capacity to be below the Power Threshold or Cabinet Threshold, the Combined Limits would apply only to the portion of the User’s order below the relevant threshold.
 - A User that has purchased Standard Cabinets or additional power subject to these Combined Limits, or any Affiliate of such User, will have to wait 30 days from the

date of the User's signed order form before purchasing new Standard Cabinets or additional power again while such Combined Limits remain in effect.

- If the Power Threshold or Cabinet Threshold is reached, the Exchange will cease offering or providing new PNU cabinets to all Users and Users will not be permitted to convert a currently used dedicated cabinet to a PNU cabinet.
- When unallocated power capacity is above the Power Threshold, the Exchange will discontinue the Combined Limits. If at that time the unallocated cabinet inventory is 40 or fewer cabinets, the Cabinet Limits would enter into effect.

c. Applicability. If the Cabinet Threshold is reached before the Power Threshold, the Cabinet Limits will be in effect until the Power Threshold is reached, after which the Combined Limits will apply.

7. Cabinet and Combined Waitlists.

a. Cabinet Waitlist. Unless a Combined Waitlist is in effect, the Exchange will create a cabinet waitlist ("Cabinet Waitlist") if the available cabinet inventory is zero, or a User requests, in writing, a number of cabinets that, if provided, would cause the available inventory to be zero. The Exchange will place Users seeking cabinets on a Cabinet Waitlist, as follows:

- Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in Colocation Note 6(a), above.
- A User will be placed on the Cabinet Waitlist based on the date its signed order is received. A User may only have one order for new cabinets on the Cabinet Waitlist at a time, and the order is subject to the Cabinet Limits. If a User changes the size of its order while it is on the Cabinet Waitlist, it will maintain its place on the Cabinet Waitlist, provided that the User may not increase the size of its order such that it would exceed the Cabinet Limits. While a User is on the Cabinet Waitlist, no Affiliate of such User may also be on the Cabinet Waitlist.
- As cabinets become available, the Exchange will offer them to the User at the top of the Cabinet Waitlist. If the User's order is completed, it will be removed from the Cabinet Waitlist. If the User's order is not completed, it will remain at the top of the Cabinet Waitlist.
- A User will be removed from the Cabinet Waitlist (a) at the User's request or (b) if the User turns down an offer of a cabinet of the same size it requested in its order. If the Exchange offers the User a cabinet of a different size than the User requested in its order, the User may turn down the offer and remain at the top of the Cabinet Waitlist until its order is completed.

- A User that is removed from the Cabinet Waitlist but subsequently submits a new written order for cabinets will be added back to the bottom of the Cabinet Waitlist.
- When unallocated cabinet inventory is more than 10 cabinets, the Exchange will cease use of the Cabinet Waitlist.

b. Combined Waitlist. The Exchange would create a power and cabinet waitlist (“Combined Waitlist”) if the unallocated power capacity is zero, or if a User requests, in writing, an amount of power (whether power allocated to a Standard Cabinet or additional power) that, if provided, would cause the unallocated power capacity to be below zero. The Exchange would place Users seeking cabinets or power on the Combined Waitlist, as follows:

- All Users with PNU cabinets will be required to either convert their PNU cabinets into dedicated cabinets or relinquish their PNU cabinets in accordance with the measures set forth in Colocation Note 6(b), above.
- If a Cabinet Waitlist exists when the requirements to create a Combined Waitlist are met, the Cabinet Waitlist will automatically convert to the Combined Waitlist. If a Combined Waitlist exists when the requirements to create a Cabinet Waitlist are met, no new waitlist will be created, and the Combined Waitlist will continue in effect.
- A User will be placed on the Combined Waitlist based on the date its signed order for cabinets and/or additional power is received. A User may only have one order for new cabinets and/or additional power on the Combined Waitlist at a time, and the order would be subject to the Combined Limits. If a User changes the size of its order while it is on the Combined Waitlist, it will maintain its place on the Combined Waitlist, provided that the User may not increase the size of its order such that it would exceed the Combined Limits. While a User is on the Combined Waitlist, no Affiliate of such User may also be on the Combined Waitlist.
- As additional power and/or cabinets become available, the Exchange will offer them to the User at the top of the Combined Waitlist. If the User’s order is completed, the order will be removed from the Combined Waitlist. If the User’s order is not completed, it will remain at the top of the Combined Waitlist.
- A User will be removed from the Combined Waitlist (a) at the User’s request; or (b) if the User turns down an offer that is the same as its order (e.g. the offer includes cabinets of the same size and/or the amount of additional power that the User requested in its order). If the Exchange offers the User an offer that is different than its order, the User may turn down the offer and remain at the top of the Combined Waitlist until its order is completed.
- A User that is removed from the Combined Waitlist but subsequently submits a new written order for cabinets and/or additional power will be added back to the bottom of the waitlist.

- If the Combined Waitlist is in effect, when unallocated power capacity in co-location is 100 kW or more, the Exchange will cease use of the Combined Waitlist. If at that time the unallocated cabinet inventory is 10 or fewer cabinets, the Cabinet Waitlist would enter into effect.

<u>Initial Fee per Cabinet</u>	
<u>Dedicated Cabinet</u>	<u>\$5,000</u>
<u>8-Rack Unit of a Partial Cabinet</u>	<u>\$2,500</u>
<u>Monthly Fee for Cabinets</u>	
<u>Dedicated Cabinet</u>	
<u>Monthly fee is based on total kW's allocated to all of a User's dedicated cabinets</u>	
<u>Number of kW's</u>	<u>Per kW Fee Monthly</u>
<u>4 – 8</u>	<u>\$1,200</u>
<u>9 – 20</u>	<u>\$1,050</u>
<u>21 – 40</u>	<u>\$950</u>
<u>41+</u>	<u>\$900</u>
<u>8-Rack Unit of a Partial Cabinet</u>	
<u>Number of kW's</u>	<u>Total Fee Monthly</u>
<u>1</u>	<u>\$1,500</u>
<u>2</u>	<u>\$2,700</u>
<u>Cabinet Upgrade Fee</u>	
<u>Dedicated Cabinet</u>	<u>\$9,200 (\$4,600 for a User that submitted a written order for a Cabinet Upgrade by January 31, 2014, provided that the Cabinet Upgrade became fully operational by March 31, 2014)</u>
<u>PNU Cabinet</u>	<u>monthly charge of \$360 per kW allocated to PNU Cabinet</u>
<u>Cage Fees</u>	
<u>2– 14 Cabinets</u>	<u>\$5,000 initial charge plus \$2,700 monthly charge</u>
<u>15 – 28 Cabinets</u>	<u>\$10,000 initial charge plus \$4,100 monthly charge</u>
<u>29+ Cabinets</u>	<u>\$15,000 initial charge plus \$5,500 monthly charge</u>

<u>Type of Service</u>	<u>Description</u>	<u>Amount of Charge</u>
<u>LCN and NMS Network Access</u>	<u>10 Gb LX LCN Circuit and 10 Gb NMS Network Circuit</u>	<p><u>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</u></p> <p><u>For purposes of these charges, the LCN Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</u></p>
<u>LCN and NMS Network Access</u>	<u>40 Gb LCN Circuit and 40 Gb NMS Network Circuit</u>	<p><u>\$15,000 initial charge per connection to both the LCN and NMS Network plus \$22,000 monthly charge per connection to both the LCN and NMS Network.</u></p> <p><u>For purposes of these charges, the LCN Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</u></p>
<p><u>Partial Cabinet Solution bundles</u></p> <p><u>Note: A User and its Affiliates are limited to one Partial Cabinet Solution bundle at a time. A User and its Affiliates must have an Aggregate Cabinet Footprint of 2 kW or less to qualify for a Partial Cabinet Solution</u></p>	<p><u>Option A:</u></p> <p><u>1 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</u></p>	<p><u>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</u></p> <ul style="list-style-type: none"> <u>• For Users that order on or before December 31, 2020: \$3,000 monthly for first 24 months of service, and \$6,000 monthly thereafter</u> <u>• For Users that order after December 31,</u>

<u>bundle. See Note 1 under “Colocation Notes.”</u>		<u>2020: \$6,000 monthly</u>
	<u>Option B:</u> <u>2 kW partial cabinet, 1 LCN connection (1 Gb), 1 IP network connection (1 Gb), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</u>	<u>\$7,500 initial charge per bundle plus monthly charge per bundle as follows:</u> <ul style="list-style-type: none"> • <u>For Users that order on or before December 31, 2020: \$3,500 monthly for first 24 months of service, and \$7,000 monthly thereafter</u> • <u>For Users that order after December 31, 2020: \$7,000 monthly</u>
	<u>Option C:</u> <u>1 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</u>	<u>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</u> <ul style="list-style-type: none"> • <u>For Users that order on or before December 31, 2020: \$7,000 monthly for first 24 months of service, and \$14,000 monthly thereafter</u> • <u>For Users that order after December 31, 2020: \$14,000 monthly</u>
	<u>Option D:</u> <u>2 kW partial cabinet, 1 LCN connection (10 Gb LX), 1 IP network connection (10 Gb), 2 NMS Network connections (10 Gb each), 2 fiber cross connections and either the Network Time Protocol Feed or Precision Timing Protocol</u>	<u>\$10,000 initial charge per bundle plus monthly charge per bundle as follows:</u> <ul style="list-style-type: none"> • <u>For Users that order on or before December 31, 2020: \$7,500 monthly for first 24 months of</u>

		<p>service, and \$15,000 monthly thereafter</p> <ul style="list-style-type: none"> • For Users that order after December 31, 2020: \$15,000 monthly
<u>IP Network Access</u>	<u>1 Gb Circuit</u>	<u>\$2,500 per connection initial charge plus \$2,500 monthly per connection</u>
<u>IP Network and NMS Network Access</u>	<u>10 Gb IP Network Circuit and 10 Gb NMS Network Circuit</u>	<p><u>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$11,000 monthly charge per connection to both the IP Network and NMS Network.</u></p> <p><u>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</u></p>
<u>IP Network and NMS Network Access</u>	<u>40 Gb IP Network Circuit and 40 Gb NMS Network Circuit</u>	<p><u>\$10,000 initial charge per connection to both the IP Network and NMS Network plus \$18,000 monthly charge per connection to both the IP Network and NMS Network.</u></p> <p><u>For purposes of these charges, the IP Network Circuit and NMS Network Circuit are together considered to be one connection, and so Users are not subject to two initial or two monthly charges.</u></p>
<u>Testing and certification IP Network Access</u>	<u>IP network circuit for testing and certification. Circuit can only be used for testing and certification and testing and certification period is limited to three months.</u>	<u>No charge.</u>

<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of Cboe Pitch BZX Gig shaped data and Cboe Pitch BYX Gig shaped data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$6,000</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of Cboe EDGX Gig shaped data and Cboe EDGA Gig shaped data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$6,000</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of NASDAQ Totalview-ITCH data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$8,500</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of NASDAQ BX Totalview-ITCH data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$6,000</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of NASDAQ Totalview Ultra (FPGA)</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$11,000</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of NASDAQ Totalview-ITCH and BX Totalview-ITCH data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$12,000</u>

		<u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of NASDAQ Totalview Ultra (FPGA) and BX Totalview-ITCH data</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$14,500</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Wireless connection of Toronto Stock Exchange (TSX)</u>	<u>\$5,000 per connection initial charge plus monthly charge per connection of \$8,500</u> <u>Fees are subject to a 30-day testing period, during which the monthly charge per connection is waived.</u>
<u>Wireless Connection for Third Party Data</u>	<u>Port for wireless connection</u>	<u>\$3,000 monthly charge per port, excluding first port</u>
<u>Virtual Control Circuit between two Users</u>	<u>1Mb</u>	<u>\$200 monthly charge</u>
	<u>3Mb</u>	<u>\$400 monthly charge</u>
	<u>5Mb</u>	<u>\$500 monthly charge</u>
	<u>10Mb</u>	<u>\$800 monthly charge</u>
	<u>25Mb</u>	<u>\$1,200 monthly charge</u>
	<u>50Mb</u>	<u>\$1,800 monthly charge</u>
	<u>100Mb</u>	<u>\$2,500 monthly charge</u>
<u>Hosting Fee</u>		<u>\$1,000 monthly charge per cabinet per Hosted Customer for each cabinet in which such Hosted Customer is hosted</u>
	<u>Furnish and install 1 cross connect</u>	<u>\$500 initial charge plus \$600 monthly charge</u>

<u>Data Center Fiber Cross Connect</u>	<u>Furnish and install bundle of 6 cross connects</u>	<u>\$500 initial charge plus \$1,800 monthly charge</u>
	<u>Furnish and install bundle of 12 cross connects</u>	<u>\$500 initial charge plus \$3,000 monthly charge</u>
	<u>Furnish and install bundle of 18 cross connects</u>	<u>\$500 initial charge plus \$3,840 monthly charge</u>
	<u>Furnish and install bundle of 24 cross connects</u>	<u>\$500 initial charge plus \$4,680 monthly charge</u>
<u>Connection to Time Protocol Feed</u>	<u>Network Time Protocol Feed (Note: LCN only)</u>	<u>\$300 initial charge plus \$100 monthly charge</u>
	<u>Precision Time Protocol</u>	<u>\$1,000 initial charge plus \$250 monthly charge</u>
	<u>GPS Time Source (Note: dedicated cabinets only)</u>	<u>\$3,000 initial charge plus \$400 monthly charge</u>
<u>Expedite Fee</u>	<u>Expedited installation/completion of a User's co-location service</u>	<u>\$4,000 per request</u>
<u>Change Fee***</u>	<u>Change to a co-location service that has already been installed/completed for a User</u>	<u>\$950 per request</u>
<u>Initial Install Services*** (Required per cabinet)</u>	<u>Dedicated Cabinet: Includes initial racking of equipment in cabinet and provision of cables (4 hrs).</u>	<u>\$800 per dedicated cabinet</u>
	<u>Partial Cabinet: Includes initial racking of equipment in cabinet and provision of cables (2 hrs).</u>	<u>\$400 per eight-rack unit in a partial cabinet</u>
<u>Hot Hands Service***</u>	<u>Allows Users to use on-site data center personnel to maintain User equipment, support network troubleshooting, rack and stack, power recycling, and install and document cable.</u>	<u>\$100 per half hour</u>
<u>Shipping and Receiving***</u>	<u>Receipt of one shipment of goods at data center from User/supplier. Includes coordination of shipping and receiving.</u>	<u>\$100 per shipment</u>
<u>Badge Request***</u>	<u>Request for provision of a permanent data center site access badge for a User representative.</u>	<u>\$50 per badge</u>
<u>External Cabinet Cable Tray***</u>	<u>Engineer, furnish and install Rittal 5"H x 12"W cable tray on cabinet.</u>	<u>\$400 per tray</u>

<u>Custom External Cabinet Cable Tray***</u>	<u>Engineer, furnish and install 4" H x 24" W custom basket cable tray above client's cabinet rows.</u>	<u>\$100 per linear foot</u>
<u>Visitor Security Escort***</u>	<u>All User representatives are required to be accompanied by a visitor security escort during visits to the data center, unless visiting the User's cage. Requirement includes User representatives who have a permanent data center site access badge.</u>	<u>\$75 per visit</u>

*** These fees are waived for the move of a User's equipment within the Data Center when incurred in connection with such a move required by the Exchange ("Migration Move"). A User selected by the Exchange for a Migration Move will receive written notice (the "Notice"). The Notice will identify the 90-day period during which a User must move its equipment, which period would commence at least 60 days from the date of the Notice. Monthly recurring fees for the User's existing space based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice are also waived for the month during which a User's Migration Move takes place, so the User would not incur these fees for the period of overlapping use of equipment and services in the old and new locations. In addition, the monthly recurring charges are waived for the month following the completion of a User's Migration Move, based on the rate of the monthly recurring fees that the User was paying as of the date of the Notice. No User will be required to move more than once within any 12-month period.

Co-Location: Connectivity to Third Party Systems, Data Feeds, Testing and Certification Feeds, and DTCC

Connectivity to Third Party Systems

Pricing for access to the execution systems of third party markets and other service providers (Third Party Systems) is for connectivity only. Connectivity to Third Party Systems is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to Third Party Systems is over the IP network. Any applicable fees are charged independently by the relevant third party content service provider. The Exchange is not the exclusive method to connect to Third Party Systems.

<u>Bandwidth of connection to Third Party System</u>	<u>Monthly recurring fee per connection to Third Party System</u>
<u>1Mb</u>	<u>\$200</u>
<u>3Mb</u>	<u>\$400</u>
<u>5Mb</u>	<u>\$500</u>

<u>10Mb</u>	<u>\$800</u>
<u>25Mb</u>	<u>\$1,200</u>
<u>50Mb</u>	<u>\$1,800</u>
<u>100Mb</u>	<u>\$2,500</u>
<u>200 Mb</u>	<u>\$3,000</u>
<u>1 Gb</u>	<u>\$3,500</u>

<u>Third Party Systems</u>
<u>Americas Trading Group (ATG)</u>
<u>BM&F Bovespa</u>
<u>Boston Options Exchange (BOX)</u>
<u>Canadian Securities Exchange (CSE)</u>
<u>Cboe BYX Exchange (CboeBYX), Cboe BZX Exchange (CboeBZX), Cboe EDGA Exchange (CboeEDGA), and Cboe EDGX Exchange (CboeEDGX)</u>
<u>Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)</u>
<u>Chicago Mercantile Exchange (CME Group)</u>
<u>Credit Suisse</u>
<u>Euronext Optiq Cash and Derivatives Unicast (EUA)</u>
<u>Euronext Optiq Cash and Derivatives Unicast (Production)</u>
<u>Investors Exchange (IEX)</u>
<u>ITG TriAct Matchnow</u>
<u>MIAX Options</u>
<u>MIAX PEARL Options</u>
<u>Nasdaq</u>
<u>NASDAQ Canada (CXC, CXD, CX2)</u>
<u>NASDAQ ISE</u>
<u>Neo Aequitas</u>
<u>NYFIX Marketplace</u>
<u>Omega</u>
<u>OneChicago</u>
<u>OTC Markets Group</u>
<u>TMX Group</u>

Connectivity to Third Party Data Feeds

Pricing for data feeds from third party markets and other content service providers (Third Party Data Feeds) is for connectivity only. Connectivity to Third Party Data Feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed.

Connectivity to Third Party Data Fees is over the IP network, with the exception that Users can connect to Global OTC over the IP network or LCN. Market data fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to Third Party Data Feeds.

Third Party Data Feed providers may charge redistribution fees. When the Exchange receives a redistribution fee, it passes through the charge to the User, without change to the fee. The fee is labeled as a pass-through of a redistribution fee on the User's invoice. The Exchange does not charge third party markets or content providers for connectivity to their own feeds.

<u>Third Party Data Feed</u>	<u>Monthly Recurring Connectivity Fee per Third Party Data Feed</u>
<u>BM&F Bovespa</u>	<u>\$3,000</u>
<u>Boston Options Exchange (BOX)</u>	<u>\$1,000</u>
<u>Canadian Securities Exchange (CSE)</u>	<u>\$1,000</u>
<u>Cboe BZX Exchange (CboeBZX) and Cboe BYX Exchange (CboeBYX)</u>	<u>\$2,000</u>
<u>Cboe EDGX Exchange (CboeEDGX) and Cboe EDGA Exchange (CboeEDGA)</u>	<u>\$2,000</u>
<u>Cboe Exchange (Cboe) and Cboe C2 Exchange (C2)</u>	<u>\$2,000</u>
<u>CME Group</u>	<u>\$3,000</u>
<u>Euronext Optiq Compressed Cash</u>	<u>\$900</u>
<u>Euronext Optiq Compressed Derivatives</u>	<u>\$600</u>
<u>Euronext Optiq Shaped Cash</u>	<u>\$1,200</u>
<u>Euronext Optiq Shaped Derivatives</u>	<u>\$900</u>
<u>Financial Industry Regulatory Authority (FINRA)</u>	<u>\$500</u>
<u>Global OTC</u>	<u>\$100</u>
<u>ICE Data Services Consolidated Feed \leq 100 Mb</u>	<u>\$200</u>
<u>ICE Data Services Consolidated Feed $>$ 100 Mb to \leq 1 Gb</u>	<u>\$500</u>
<u>ICE Data Services Consolidated Feed $>$ 1 Gb</u>	<u>\$1,000</u>
<u>ICE Data Services Consolidated Feed Shared Farm \leq 100Mb</u>	<u>\$200</u>
<u>ICE Data Services Consolidated Feed Shared Farm $>$ 100 Mb to \leq 1 Gb</u>	<u>\$500</u>
<u>ICE Data Services Consolidated Feed Shared Farm $>$ 1 Gb</u>	<u>\$1,000</u>
<u>ICE Data Services PRD</u>	<u>\$200</u>

<u>Third Party Data Feed</u>	<u>Monthly Recurring Connectivity Fee per Third Party Data Feed</u>
<u>ICE Data Services PRD CEP</u>	<u>\$400</u>
<u>Intercontinental Exchange (ICE)</u>	<u>\$1,500</u>
<u>Investors Exchange (IEX)</u>	<u>\$1,000</u>
<u>ITG TriAct Matchnow</u>	<u>\$1,000</u>
<u>Miami International Securities Exchange/MIAX PEARL</u>	<u>\$2,000</u>
<u>Montréal Exchange (MX)</u>	<u>\$1,000</u>
<u>MSCI 5 Mb</u>	<u>\$500</u>
<u>MSCI 25 Mb</u>	<u>\$1,200</u>
<u>NASDAQ Stock Market</u>	<u>\$2,000</u>
<u>NASDAQ OMX Global Index Data Service</u>	<u>\$100</u>
<u>NASDAQ UQDF & UTDF</u>	<u>\$500</u>
<u>NASDAQ Canada (CXC, CXD, CX2)</u>	<u>\$1,500</u>
<u>NASDAQ ISE</u>	<u>\$1,000</u>
<u>Neo Aequitas</u>	<u>\$1,200</u>
<u>Omega</u>	<u>\$1,000</u>
<u>OneChicago</u>	<u>\$1,000</u>
<u>OTC Markets Group</u>	<u>\$1,000</u>
<u>Vela – SuperFeed <500 Mb</u>	<u>\$250</u>
<u>Vela – SuperFeed >500 Mb to <1.25 Gb</u>	<u>\$800</u>
<u>Vela – SuperFeed >1.25 Gb</u>	<u>\$1,000</u>
<u>TMX Group</u>	<u>\$2,500</u>

Connectivity to Third Party Testing and Certification Feeds

The Exchange provides connectivity to third party testing and certification feeds provided by third party markets and other content service providers. Pricing for third party testing and certification feeds is for connectivity only. Connectivity to third party testing and certification feeds is subject to any technical provisioning requirements and authorization from the provider of the data feed. Connectivity to third party testing and certification feeds is over the IP network. Any applicable fees are charged independently by the relevant third party market or content service provider. The Exchange is not the exclusive method to connect to third party testing and certification feeds.

<u>Connectivity to third party certification and testing feeds</u>	<u>\$100 monthly recurring fee per feed</u>
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Connectivity to DTCC

Pricing for connectivity to DTCC feeds is for connectivity only. Connectivity to DTCC feeds is subject to any technical provisioning requirements and authorization from DTCC. Connectivity to DTCC feeds is over the IP network. Any applicable fees are charged independently by DTCC. The Exchange is not the exclusive method to connect to DTCC feeds.

<u>5 Mb connection to DTCC</u>	<u>\$500 monthly recurring fee</u>
<u>50 Mb connection to DTCC</u>	<u>\$2,500 monthly recurring fee</u>

[A]B. Wireless Connectivity

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[B]C. Wireless Connectivity to Market Data

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