Additions <u>underscored</u> Deletions [bracketed]

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

**Connectivity Fee Schedule** 

Last Updated: [November 7, 2022] <u>●, 2023</u>

**General Note** 

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A. Co-Location Fees

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**Colocation Notes** 

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- 8. Ordering Window.
  - a. The Exchange may announce, by customer notice, the beginning and end dates of a 90-day Ordering Window during which the Exchange may accept orders and deposits pursuant to the terms below. If the Exchange announces an Ordering Window while the Cabinet and Power Purchasing Limits in Colocation Note 6 above or the Cabinet and Combined Waitlist provisions in Colocation Note 7 are in effect, the terms of the Ordering Window as set out in this Colocation Note 8 will temporarily supersede those terms.
  - b. Orders and Deposits.
    - (1) During the Ordering Window, Users may submit orders for their anticipated power needs, subject to the following:
      - A User and its Affiliates, if any, may finalize only one order for power during the Ordering Window.

- The provision of Colocation Note 7 that prohibits the Exchange from accepting orders for more than four dedicated cabinets and/or 32 kW of power will not apply.
- A User may submit an order during the Ordering Window even if it already has an order pending on a waitlist pursuant to Colocation Note 7.
- (2) Orders submitted during the Ordering Window are subject to deposits equal to two months' worth of the monthly recurring costs of the amount of power ordered. A User's order will be finalized when the User's signed order form and deposit are received by the Exchange. Orders that are not finalized before the Ordering Window closes will be considered void. The deposit will be applied to the User's first and subsequent months' invoices after the power is delivered until the deposit is completely depleted. If the User withdraws its order during the Ordering Window, the deposit will be returned.
- (3) A User may modify its order during the Ordering Window, but such modification will not be finalized until the User's signed modified order form and any additional deposit is received by the Exchange.
- c. Allocation. After the Ordering Window ends, the Exchange will allocate available power as follows.
  - (1) In Step 1, the Exchange will allocate power to fill any orders that were placed before the start of the Ordering Window that are on any waitlist in effect pursuant to Colocation Note 7.
  - (2) In Step 2, the Exchange will allocate up to 32 kW of power to each User that finalized an order during the Ordering Window, subject to the following:
    - If sufficient power is available, the Exchange will allocate 32 kW of power to each User, except that orders for less than 32 kW will be filled only up to the number of kilowatts actually ordered.
    - If sufficient power is not available to allocate 32 kW of power to each User, the Exchange will allocate the available power equally among all Users (rounded to a whole number of kilowatts), except that no User will be allocated more kilowatts than it actually ordered.
    - If no power remains to be allocated after Step 2, all orders finalized during the Ordering Window will be considered to be completed.
  - (3) In Step 3, if any power remains to be allocated after Step 2, the Exchange will allocate power to any orders that were not completely filled during Step 2 as follows:
    - If sufficient power is available, the Exchange will allocate power to completely fill all remaining orders finalized during the Ordering Window.

- If sufficient power is not available to completely fill all such orders, the Exchange will allocate power to fill an identical percentage of each remaining order (rounded to a whole number of kilowatts), and such orders will be considered to be completed.
- d. Any orders received by the Exchange after the end of the Ordering Window will not be included in the allocation process described in this note. Such orders are subject to the terms of Colocation Notes 6 and 7.

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