**APPROVED**

By the Moscow Exchange order

dated «10» May 2016 #79-OD

and

By MB Technologies LLC order

dated «10» May 2016 #MP/2016

**Joint marketing program by Moscow Exchange and MB Technologies LLC for IT-services and software licenses (hereinafter - the Program) based on PJSC Moscow Exchange and MB Technologies LLC infrastructure migration to the new DataSpace1 data center**

1. **General conditions**

|  |  |
| --- | --- |
| **Program participants** | Clients who have contract with MB Technologies LLC for colocation services, MOEX Trading members and their clients, software and market data vendors, who receive technical access to MOEX markets from colocation facility.  |
| **Program period** | Program validity period: 1 July 2016 – 31 January 2017**Note:** from 01 January 2017 to 31 January 2017 the Program conditions apply to colocation services only in accordance with Program description. |
| **Program is aimed**  | 1. To complete Moscow Exchange and MB Technologies infrastructure migration to the new facility on time.
2. To effectively allocate engineering resources helping clients to migrate their systems into new colocation facility.
3. To reduce operational and technical risks for clients during infrastructure migration to the new data center.
 |
| **Eligible software and services** | 1. Colocation services in accordance with Moscow Exchange colocation agreement.
2. Plaza II logins in accordance with MB Technologies IT services agreement
3. FIX for Equities and FX in accordance with Moscow Exchange IT agreement.
4. FIX for Derivatives in accordance with MB Technologies IT services agreement.
5. Access to FAST Gate in accordance with MB Technologies IT services agreement.
6. ASTS Bridge software in accordance with Moscow Exchange software licensing agreement.
 |
| **Program description** | Program participants are eligible to order colocation services with discount as well as IT services and software licenses provided by Moscow Exchange and MB Technologies LLC required for infrastructure testing in the new Data Center facility.A mandatory condition for program participation is to keep the total amount of IT services used by the participant in M1 data center no less than amount of services used at the Program start. Reducing the volume of IT services below this level would cause the Client to be expelled from the Program.For each service consumed in M1 data center, the client has the right to receive the same mirrored amount of services in Dataspace1 data center with discount. If the same services are ordered in M1 and Dataspace1 data centers simultaneously, such services are considered to be duplicated.For duplicated services ordered during the Program validity period, all registration and one-off fees are waived.If the Client decides to use duplicated set of services after the expiration of the relevant conditions of the Program, such services are charged for in full amount starting from the 1st calendar day after the expiry of the relevant conditions of the Program. |
| 1 | **MB Technologies software and IT services** |
| A) | Colocation services | From 01 July 2016 to 31 December 2016 the discount for relevant services is applied as follows: 1. For duplicated services in М1 and DataSpace1 data centers the discount is applied:

50% - for duplicated services in М1 data center50% - for duplicated services in DataSpace1 data center. 1. For those services in M1 data center, for which the corresponding duplicated service in Dataspace1 data center is not ordered, or the number of services in the M1 data center exceeds the number of ordered services in the DataSpace1 data center, discount for non-duplicated services is not applied.
2. For those services in DataSpace1 data center, the amount of which exceeds the number of duplicated services in the M1 data center, the discount is not applied, and one-time fees are not waived.
 |
| В) | Plaza II logins FIX for DerivativesAccess to FAST Gate  | As per the Program conditions, the MOEX **Market member** is eligible to order discounted ***set of logins/FAST connections*** in an amount not exceeding the number of logins/FAST connections in M1 data center ordered (duplicated services), and between the Client and MB Technologies LLC the new Appendix 1 to the IT services contract (**Connection Scheme**) should be signed respectively. The discount for relevant services is applied as follows: 1. For duplicated services in М1 and DataSpace1 data centers the discount is applied:

50% - for duplicated services in М1 data center50% - for duplicated services in DataSpace1 data center. 1. For non-duplicated services the discount is not applied and one-time fees are not waived.

To order **logins/FAST connections**, **the Trading member, his client or market data vendor** should submit the corresponding service request form respectively.If the Client decides to use duplicated ***set of logins/FAST connections*** after the expiration of the relevant conditions of the Program, such ***logins/FAST connections*** are charged for in full amount starting from the 1st calendar day after the expiry of the relevant conditions of the Program.These conditions are valid between 01 July 2016 and 31 December 2016. |
| 2 | **Moscow Exchange software and IT services** |
|  | ASTS Bridge softwareFIX for Equities and FX | As per the Program conditions, the MOEX **Market member** is eligible to order discounted ***set of ASTS Bridge licenses/FIX IDs*** in an amount not exceeding the number of existing ASTS Bridge licenses/FIX IDs in M1 data center (duplicated services). The discount for relevant software/services is applied as follows: 1. For duplicated software/services in М1 and DataSpace1 data centers the discount is applied:

50% - for duplicated software/services in М1 data center50% - for duplicated software/services in DataSpace1 data center. 1. For non-duplicated software/services the discount is not applied.

To order **ASTS Bridge licenses/FIX IDs**, **the Trading member** should conclude additional service contract of sign new Annex to existing contract respectively.If the Client decides to use duplicated **ASTS Bridge licenses/FIX IDs** after the expiration of the relevant conditions of the Program, such **ASTS Bridge licenses/FIX IDs** are charged for in full amount starting from the 1st calendar day after the expiry of the relevant conditions of the Program.These conditions are valid between 01 July 2016 and 31 December 2016. |
| **Program participation conditions:** | 1. Existing contract between the Client and MB Technologies LLC for colocation services or IT services contract for services used to receive technical access to MOEX markets from M1 data center.
2. **Marketing program participation request to MB Technologies and Moscow Exchange**.
 |

1. **Final provisions**
	1. The client, who wants to join the program, shall submit corresponding marketing program participation request to Moscow Exchange and/or MB Technologies LLC the form defined by Annexes 1 and 2 to this program.
	2. The Program participant may at any time during the program period to cancel his participation by sending written notice to Moscow Exchange and/or MB Technologies LLC.
	3. From the date of receipt of Client’s requests defined in paragraph 2.2, the Client is expelled from the Program.
	4. In case the Client is expelled from the Program due to violation of its Terms and Conditions, corresponding notification shall be sent to the Client.
	5. MB Technologies LLC and Moscow Exchange, based on intermediate Program outcome monitoring, are entitled to make changes and additions to the Program Terms and Conditions and/or its parameters. Information on amended Terms and Conditions and/or parameters of the Program is published on the Moscow Exchange website, and (if available) is made public to its participants by any other available means. Changes to the Terms and conditions and/or parameters of the Program shall come into force within ten (10) calendar days from the date of their approval.

 **Annexes:**

**1. Marketing program participation request to Moscow Exchange.**

**2. Marketing program participation request to MB Technologies.**

**Contacts:**

**T** +7 (495) 745-8126

**E** mbtech@moex.com