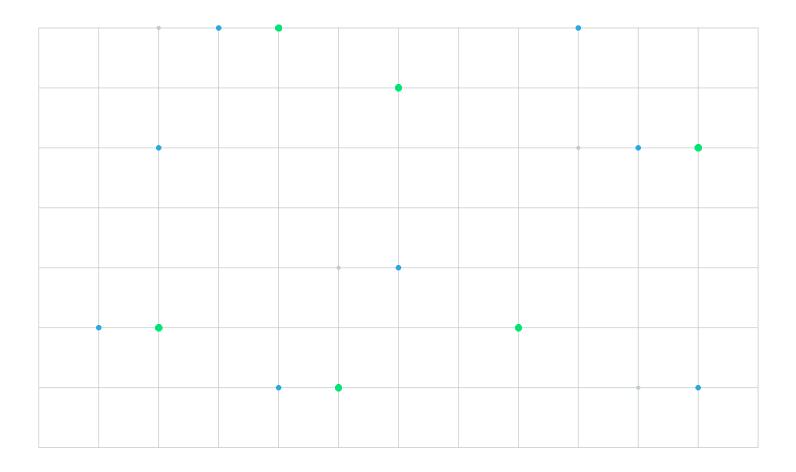


**MARKET DATA** 

# **Derived Data License Fees**

**EFFECTIVE 1 JANUARY 2024** 





CME Group (CME) requires those parties that wish to use CME Information or any portion thereof, in the creation, calculation, distribution, settlement, maintenance or support of any derivative work, except as expressly permitted pursuant to the CME Information License Agreement (ILA) to enter into a Derived Data License Agreement ("DDLA") with CME prior to any such use.

The fees listed below are depicted by month and are assessed for the right to use a single instrument of Information. Licensee will be obligated to pay fees in advance **annually**. The derived data licensing fees set forth in this document are exclusive of any taxes, fees or other applicable charges for which the Licensee shall be responsible and are in addition to those fees set forth in the ILA.

CME has incorporated tiered pricing, where Licensee pays the per instrument fees associated with Tier 1 first, before moving to Tier 2, and so on. Tiers apply separately to each Series and Category.

Licensees will receive advance notice of fee changes in accordance with the DDLA, and this document will be revised accordingly and made available.

The fee schedules for derivative works not listed herein, are available upon request.

For details of CME's DDLA, please visit us at: www.cmegroup.com/market-data/derived-data.html



## **Defined Terms**

In this document, capitalized terms shall have the following meanings. Any capitalized term not otherwise defined herein shall have the respective meaning associated with it in the DDLA.

**Category 1 Information:** the superset of Information that is Real Time Information, Delayed Information, End of Day Information, fixing markers or similar time values, Snap Shot Information or Historical Information.

**Category 2 Information:** Information that is End of Day Information, Snap Shot Information, fixing markers or similar time values or Historical Information.

Data Provider: the entity from which a Licensee Group entity receives the Information.

**Delayed Information:** Information that is made available more than ten (10) minutes, but less than eight (8) hours after initial transmission by the originator of the Information.

**End of Day Information:** summary data available at the end of the then-current trading day and that includes, but is not limited to settlement, open, high, low, close, open interest, total volume, volume breakdown by venue, delta and implied volatility information.

**Exchange Traded Products or ETPs:** an exchange traded fund (ETF), exchange traded note (ETN), or exchange traded commodities (ETC).

**Historical Information:** Information that is not Real Time Information, Delayed Information or End of Day Information, that is first accessed at least eight (8) hours after initial transmission by the originator of the Information.

**Information:** the market prices, volumes and other information as set out in the Information Agreement that is delivered to a Licensee Group entity by CME directly or indirectly through a Data Provider. By way of example and not limitation, Information includes, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, market depth, requests for quotations, estimated and actual contract volume data, other market activity information, contract specifications, index values, index constituents, and information respecting exchange-for related product (EFRP) and against actual (AA) transactions.

**Information Agreement:** any agreement between Licensee and CME or Data Provider, that grants Licensee Group, the right to receive and use the Information, in accordance with the terms of that agreement. Such agreement does not grant any Licensee Group entity the right to create derivative works based upon the Information other than for internal business purposes only and those limited rights granted within the Information Agreement.

**Intellectual Property Rights:** patents, trademarks, service marks, trade and service names, domain names, copyrights, topography rights, database rights and design rights, trade secrets and other intellectual property, proprietary or moral rights, whether or not they are registered and including all applications and rights to apply for registration, and all similar or equivalent rights, anywhere in the world.

Licensee: A CME client that has entered into a DDLA with CME.

**Real Time Information:** Information that is made available within ten (10) minutes of initial transmission by the originator of the Information

**Snap Shot Information:** Information of not more than three specific points in time in a single calendar day only to be used in a derived work.

© 2023 CME Group. All rights reserved.



## **CME Instruments of information**

CME Group exchanges offer the widest range of global futures and options instruments across all major asset classes, including interest rates, equity indexes, foreign exchange, energy, agriculture, and metals. Our Series I instruments of Information represent some of CME Group's deepest and most liquid markets, offering a wide range of customers the ability to leverage them in the creation of derivative works.

Series II Instruments consist of all non-Series I instruments.

CME Crypto instruments and Crypto Pricing Products are licensed separately from Series I and Series II at this time.

Futures and Options are distinct and separate licensable instruments of Information. Licensing of an instrument includes all expiries. Any derivative of an instrument, such as an E-micro contract, would share the same underlying classification but is a distinct and separate instrument of Information. Contact us for details on newly launched instruments.

	Series I Instrument List						
Exchange	Asset Class	CME Group Information	Exchange	Asset Class	CME Group Information		
		Corn futures & options			Feeder Cattle futures & options		
		Chicago SRW Wheat futures & options		Agriculture	Lean Hog futures & options		
		Kansas City Wheat futures & options			Live Cattle futures & options		
	Agriculture	Soybean futures & options		Equities	E-mini S&P 500 futures & options		
		Soybean Meal futures & options			E-mini S&P 500 ESG Index futures		
		Soybean Oil futures & options			E-mini S&P MidCap 400 futures & options		
_	Equities	E-mini Dow (\$5) futures & options			E-mini NASDAQ 100 futures & options		
СВОТ		U.S. Treasury Bond futures & options			E-mini Russell 2000 Index futures & options		
		Ultra U.S. Treasury Bond futures & options			Nikkei/USD futures & options		
	Int Rate	10-Yr T-Note futures & options			Nikkei/Yen futures		
		Ultra 10-Yr US T-Note futures & options			Nasdaq Veles California Water Index futures		
		5-Yr T-Note futures & options		Int Rate	Eurodollar futures & options		
		3-Yr T-Note futures & options	CME		1m SOFR futures & options		
		2-Yr T-Note futures & options			3m SOFR futures & options		
		30 Day Federal Funds futures & options			MPC SONIA futures		
	Energy	Crude Oil futures & options			Quarterly IMM SONIA futures		
		Henry Hub Natural Gas futures & options			Australian Dollar futures & options		
×		NY Harbor ULSD futures & options			British Pound futures & options		
NYMEX		RBOB Gasoline futures & options			Canadian Dollar futures & options		
Ž		CBL GEO and N-GEO futures			Euro FX futures & options		
	Metals	Platinum futures & options		FX	Japanese Yen futures & options		
		Palladium futures & options			Swiss Franc futures & options		
×	Metals	Gold futures & options			Euro/British Pound futures & options		
COMEX		Silver futures & options			Mexican Peso futures & options		
ŏ		Copper futures & options			New Zealand Dollar futures & options		



Cryptocurrency Product List				
Exchange	Exchange Asset Class CME Group Information			
	Crypto Pricing Products	CME CF Bitcoin Real Time Index		
		CME CF Bitcoin Reference Rate		
		CME CF Ether-Dollar Reference Rate		
CME		CME CF Ether-Dollar Real-Time Index		
Ó	Crypto instruments	CME Bitcoin futures & options		
		CME Micro Bitcoin futures & options		
		CME Ether futures & options		
		CME Micro Ether futures & options		

#### **FEES**

## 1. Indices

The Index Fee for a single instrument of Information is assessed for the right to use that instrument of Information, whether in whole, in part or in combination with other Information or data, to process, develop, create, or otherwise calculate an index that is:

- i) made available for external distribution;
- ii) viewable by external display; and/or
- iii) used in whole or in part as an underlying strategy for any financial product linked to the index, including but not limited to swaps, ETPs, notes, certificates, funds, or other investment wrappers.

The owner of the Intellectual Property Rights of an index using CME Information (Index Owner) may use a third party to calculate all or a portion of the index (Calculation Agent), provided the index owner enters into a fully executed DDLA and discloses the Calculation Agent to CME through a fully executed Appendix.

Additional fees may apply where:

- i) an index is licensed, distributed, or used by any party other than the Index Owner; or
- ii) an index is weighted ≥75% of a single CME Group Instrument; or
- iii) a financial product is linked to or otherwise tracks the performance of an index.

Index Fees USD/Mo					
Series I		Tier 1 First 1-5 Instruments	Tier 2 Next 6-20 Instruments	Tier 3 21+ Instruments	
	Category 1	\$2,760 (per instrument)	\$1,655 (per instrument)	\$1,104 (per instrument)	
	Category 2	\$1,104 (per instrument)	\$828 (per instrument)	\$552 (per instrument)	
Series II	Category 1	\$1,104 (per instrument)	\$828 (per instrument)	\$552 (per instrument)	
Series II	Category 2	\$552 (per instrument)	\$414 (per instrument)	\$275 (per instrument)	



# 2. Exchange Traded Product Values (IOPV, NAV, iNAV)

The Exchange Traded Product Value Fee for a single instrument of Information is assessed for the right to use that instrument of Information, in the material calculation of the indicative optimized portfolio value (IOPV), net asset value (NAV or iNAV) or certain other reference values for or relating to an ETP, whereby the ETP is either not linked to an underlying index, or the underlying index with which the ETP is linked is not also owned by the ETP's advisor.

Exchange Traded Product Value Fees USD/Month					
		Tier 1 First 1-5 Instruments	Tier 2 Next 6-20 Instruments	Tier 3 21+ Instruments	
Series I	Category 1	\$828 (per instrument)	\$414 (per instrument)	\$220 (per instrument)	
	Category 2	\$414 (per instrument)	\$220 (per instrument)	\$110 (per instrument)	
Series II	Category 1	\$414 (per instrument)	\$220 (per instrument)	\$110 (per instrument)	
	Category 2	\$220 (per instrument)	\$110 (per instrument)	\$55 (per instrument)	

## 3. Certificates and Warrants

The Certificate and Warrant Fee for a single instrument of Information is assessed for the right to use that instrument of Information, in whole or in part, to process, develop, create, calculate or otherwise settle a certificate, warrant, or other similar structured financial product.

Certificate & Warrant Fees					
		Tier 1 First 1-5 Instruments	Tier 2 Next 6-20 Instruments	Tier 3 21+ Instruments	
Carias I	Category 1	\$2,760 (per instrument)	\$1,655 (per instrument)	\$1,104 (per instrument)	
Series I	Category 2	\$1,104 (per instrument)	\$828 (per instrument)	\$552 (per instrument)	
Series II	Category 1	\$1,104 (per instrument)	\$828 (per instrument)	\$552 (per instrument)	
	Category 2	\$535 (per instrument)	\$414 (per instrument)	\$275 (per instrument)	
Crypto Pricing Products		\$2,760 (per token)			
Crypto Instruments		\$4,472 (per instrument)			

© 2023 CME Group. All rights reserved.



# 4. Spot, OTC, Indicative or Amalgamated Price/Value

The Spot, Indicative or Amalgamated Price Fee for a single instrument of Information is assessed for the right to use that instrument of Information, whether in whole, in part or in combination with other Information or data, to process, develop, create or otherwise calculate a price or value.

Spot, Indica	Spot, Indicative or Amalgamated Pricing Fees USD/Mo				
		Tier 1 First 1-5 Instruments	Tier 2 Next 6-20 Instruments	Tier 3 21+ Instruments	
Series I	Category 1	\$2,760 (per instrument)	\$2,760 (per instrument)		
Series II	Category 1	from \$1,104 (per instrument	)		
Crypto Pricing Products		\$2,760 (per token)			
Crypto Instruments		\$4,472 (per instrument)			

## 5. Contract for Difference (CFD)

The CFD License Fee for a single instrument of Information is assessed for the right to use that instrument of Information, in whole or in part, to process, develop, create, calculate, support, or provide prices/values for, contracts for difference (CFDs), spread bets, binary options, and other products offering similar leveraged exposure that CME may determine in its sole discretion. CFDs, spread bets, binary options and other similar leveraged financial products created using the same underlying CME instrument of Information are considered as separate licensable products.

In addition to the CFD License Fees, White Label Service Fees or API Distribution Fees may apply.

CFD Fees				USD/Month		
		Tier 1 First 1-5 Instruments	Tier 2 Next 6-20 Instruments	Tier 3 21+ Instruments		
Series I	Category 1	\$2,760 (per instrument)				
Series II	Category 1	from \$1,375 (per instrument)				
<b>Crypto Pricing Products</b>		\$1,375 (per token)				
_						
Crypto Instruments		\$2,760 (per instrument)				

The CFD White Label Service Fee is assessed for the right to distribute CFDs to third parties through a branded or cobranded trading solution.

CFD White Label Service Fees	USD/Month
	\$1,150

Further information about CFD API Distribution Fees are available upon request.



## 6. Creation of Other Derivative Works

Fees for the right to use Information or any portion thereof in the creation, settlement, maintenance, or support of any derivative work not otherwise expressly referenced above, including, but not limited to financial products, ETFs, ETNs, ETCs, quotes, price assessments, ratios, curves, surfaces, charts, any analytical reference figures or values, for purposes of fund administration, portfolio management services, pre- and post-trade risk management services, or valuation services, are available upon request. CME reserves the right to determine in its sole discretion whether use of Information constitutes a derivative work that otherwise necessitates express permission through execution of a DDLA.

Please contact Derived Data Services (DDS) for fees pertaining to Other Derivative Works at CMEGroupDerivedData@cmegroup.com

# Academic Institution and Government Agency Derived Data Fee Waiver Policy

To be considered for a fee waiver for the right to use Information in the creation of derivative works ("Product")¹ under the policy, an applicant must demonstrate it is: (i) an accredited academic institution; (ii) a student enrolled in and sponsored by an accredited academic institution; or (iii) is a state or federal government agency or entity, that will use the Product(s) in independent academic research, academic journals, teaching, or other educational purposes. For the avoidance of doubt, no customer whose research or use is funded by an industry participant or for-profit institution will be eligible for a waiver under the policy.

CME shall determine in its sole discretion whether an applicant and its planned use of the Information in the development, creation, calculation, maintenance or support of a Product, qualifies for waived fees. If an applicant is determined to qualify it will be required to enter into a DDLA with CME to use the Information in the Product(s).

If the approved applicant is an academic institution or student enrolled in and sponsored by an academic institution, the DDLA must be executed by an authorized representative of the academic institution (e.g. President or Dean of the School, Department Head, etc.). If the approved applicant is a government agency, the DDLA must be executed by an authorized Approving Official<sup>2</sup> (e.g. Director, Chief, Supervisor or Contracting Officer of a government bureau or office, etc.)

Following execution of the DDLA, Licensee must notify CME of any change in the use of the Information. No academic institution, student or government agency may share credentials for accessing the Information with third-parties. In the event that two (2) or more academic institutions or government agencies wish to co-author or collaborate, each would need to enter into a DDLA with CME.

## **Invoices**

The fees outlined in this document will be payable to CME in advance annually.

Any variable fees will be payable quarterly in arrears.

Payment is due within thirty (30) days of receipt of invoice from CME.



#### **Disclaimer**

Any capitalized term not otherwise defined herein shall have the respective meaning associated with it in the DDLA.

All information contained within this document is provided for reference purposes only. While CME endeavors to ensure the accuracy, reliability and completeness of the information, neither CME, nor any of its affiliates make any warranty or representation, express or implied, or accepts any responsibility or liability for, the accuracy, completeness, reliability or suitability of the Information for any particular purpose. CME accepts no liability whatsoever to any person for any loss or damage arising from any inaccuracy or omission in the information or from any consequence, decision, action or non-action based on or in reliance upon this document.

Nothing herein shall be construed as granting any rights to create derivative works using CME Information, nor shall the information contained in this document supersede or take precedence over any terms or conditions set forth in the DDLA. In the event of a conflict or inconsistency between this document and the DDLA, the DDLA shall control and govern the rights and obligations of any party.

#### **Notes**

- The Academic Institution and Government Agency Derived Data Fee Waiver Policy does not cover access to or purchase of Information.
- <sup>2</sup> The official that has authority to create a legal liability on behalf of the government agency.



## **About CME Group**

As the world's leading and most diverse derivatives marketplace, CME Group (<a href="www.cmegroup.com">www.cmegroup.com</a>) is where the world comes to manage risk. CME Group exchanges offer the widest range of global benchmark products across all major asset classes, including futures and options based on interest rates, equity indexes, foreign exchange, energy, agricultural products and metals. Around the world, CME Group brings buyers and sellers together through its CME Globex® electronic trading platform. CME Group also operates one of the world's leading central counterparty clearing providers through CME Clearing, which offers clearing and settlement services across asset classes for exchange-traded and over-the-counter derivatives. CME Group products and services ensure that businesses around the world can effectively manage risk and achieve growth.

Visit us at: www.cmegroup.com/market-data/derived-data.html

**Contact Our Derived Data Services Team** 

Email is the best way to get in touch with us: CMEGroupDerivedData@CMEGroup.com

EMEA Tel: +44 20 3379 3747

Americas Tel: +1 312 435 4684



#### cmegroup.com

Any capitalized term not otherwise defined herein shall have the respective meaning associated with it in the DDLA.

All information contained within this document is provided for reference purposes only. While CME endeavors to ensure the accuracy, reliability and completeness of the information, neither CME, nor any of its affiliates make any warranty or representation, express or implied, or accepts any responsibility or liability or, the accuracy, completeness, reliability or suitability of the Information for any particular purpose. CME accepts no liability whatsoever to any person for any loss or damage arising from any inaccuracy or omission in the information or from any consequence, decision, action or non-action based on or in reliance upon this document.

Nothing herein shall be construed as granting any rights to create derivative works using CME Information, nor shall the information contained in this document supersede or take precedence over any terms or conditions set forth in the DDLA. In the event of a conflict or inconsistency between this document and the DDLA, the DDLA shall control and govern the rights and obligations of any party.

© 2023 CME Group. All rights reserved. PM2544/0920