



## EDSA TRANSPOSITION TABLE (EFFECTIVE 1 OCTOBER 2026)

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# EDSA TRANSPOSITION TABLE

This document sets out the changes between the previous, and new version of the EDSA.

The present changes to the EDSA have been introduced in order to i) implement the requirements of Commission Delegated Regulation (EU) 2025/1156, and to ii) amend the General Terms and Conditions segment of the document, so that it can be used for multiple different contractual arrangements. By re-using General Terms and Conditions, Euronext strives to reduce the number of different contractual documents clients are asked to sign, to simplify doing business together.

For that purpose, segments of the General Terms and Conditions have been moved to Policies, so that the General Terms and Conditions segment becomes more generic, and can be re-used across more documents. This has resulted in many changes to the lay-out of the document, but not the substance of the agreement.

To enhance readability and comparability, we are presenting you with this Transposition table.

*For instance, references in the General Terms and Conditions to Affiliates have been deleted to allow cross-use of the General Terms and Conditions for other data products that do not include Affiliates. Where rights or obligations were assigned to Affiliates in the previous text, this is not stipulated in the separate Affiliates Policy. There have been no amendments in substance to the rights and obligations of Affiliates, the deletion of Affiliates from these clauses merely reflects a reorganisation of the text.*

In the column on the left, you will find the clause number from the previous version of the EDSA, and on the right column where that clause can be found in the new version. The column on the left will say whether a clause i) has remained the unchanged verbatim, ii) the text has been paraphrased, but the meaning is the same, iii) if changes were made or iv) if the clause was deleted. In case of iii), the column on the right will show the text of the new clause.

## EDSA GENERAL TERMS AND CONDITIONS

<b>1</b>	<b><i>Text Paraphrased</i></b>	<b>General Terms Clause 1</b>
<b>2.1-2.3</b>	<i>Deleted</i>	Deleted
<b>2.4</b>	<i>Text Unchanged</i>	<b>Internal Use Policy Clause 1.2</b>
<b>3</b>		<b>EDSA Definitions Page</b>
<b>4.1</b>	<i>Text unchanged</i>	<b>General Terms Clause 2.1</b>
<b>4.2</b>	<i>Text unchanged</i>	<b>General Terms Clause 2.2</b>
<b>4.3</b>	In the event of a conflict between any of the contract elements forming parts of the Agreement, reference shall be made to the order of priority set out in this clause: <ul style="list-style-type: none"> <li>i) Order Form;</li> <li>ii) EDSA General Terms and Conditions and Policies;</li> </ul>	<b>General Terms Clause 2.3</b> In the event of a conflict between any of the contract elements forming parts of the Agreement, reference shall be made to the order of priority set out in this clause: <ul style="list-style-type: none"> <li>i) Order Form;</li> <li>ii) EDSA General Terms and Conditions and Policies;</li> </ul>
<b>5.1</b>	<i>Text unchanged</i>	<b>General Terms Clause 3.1</b>
<b>5.2</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 3.2-3</b>
<b>5.3</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 3.4</b>
<b>5.4</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 3.5</b>
<b>5.5</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 3.6</b>
<b>5.6</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 3.6</b>
<b>6.1</b>	<i>Text Paraphrased</i>	<b>Internal Use Policy Clause 4.1</b>
<b>6.2</b>	<i>Text Paraphrased</i>	<b>Internal Use Policy Clause 4.2</b>
<b>6.3</b>	<i>Text Paraphrased</i>	<b>Internal Use Policy Clause 4.3</b>
<b>6.4</b>	<i>Text Paraphrased</i>	<b>Affiliates Policy Clause 1.4</b>
<b>7.1</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.1</b>

<b>7.2</b>	<p><i>Text Paraphrased</i> <i>Text added: (...)</i></p> <p>If the Market Data Client and/or its Affiliates Use and/or Redistribute the Information beyond the Licensed Purposes, the Market Data Client agrees that the Agreement governs such access to and Use and/or Redistribution of the Information and Euronext may charge the Market Data Client the applicable Fees.</p>	<p><b>General Terms Clause 4.2</b></p> <p>The Market Data Client has the non-exclusive right to receive, Use and (where applicable) Redistribute the Information for the Licensed Purposes. If the Market Data Client and/or its Affiliates Use and/or Redistribute the Information beyond the Licensed Purposes, the Market Data Client agrees that the Agreement governs such access to and Use and/or Redistribution of the Information and Euronext may charge the Market Data Client the applicable Fees.</p>
<b>7.3</b>	<i>Text Paraphrased</i>	<p><b>General Terms Clause 4.3</b></p> <p><b>Affiliates Policy Clause 3.1</b></p>
<b>7.4</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.4</b>
<b>7.5</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.6</b>
<b>7.6</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.7</b>
<b>7.7</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.5</b>
<b>8.1-3</b>	<i>Text unchanged</i>	<b>Affiliates Policy Clause 1.1-3</b>
<b>9.1</b>	<p>(...)</p> <p>For the avoidance of doubt, submitting orders and requesting cancelation of Information Product licences and providing and changing information (with the exception of submitting Reports) via MyMarketData are considered requests on behalf of the Market Data Client to amend the Agreement.</p>	<p><b>MyMarketData Policy 1.1</b></p> <p>For the avoidance of doubt, submitting orders and requesting cancelation of Information Product licences and providing and changing information (with the exception of submitting Reports) via MyMarketData are considered requests on behalf of the Market Data Client to amend the Agreement.</p>
<b>9.2</b>	<i>Text Paraphrased</i>	<b>MyMarketData Policy 1.2</b>
<b>9.3</b>	Unless the Market Data Client objects to the use of MyMarketData, the Market Data Client will maintain the necessary technical environment to be able to use	<b>MyMarketData Policy 1.3</b>

	MyMarketData. It will, inter alia, install suitable control and security systems in line with best industry practices in order to prevent any unlawful use of MyMarketData or use in violation of the terms of use outlined in this clause.	Unless the Market Data Client objects to the use of MyMarketData, the Market Data Client will maintain the necessary technical environment to be able to use MyMarketData. It will, inter alia, install suitable control and security systems in line with best industry practices in order to prevent any unlawful use of MyMarketData or use in violation of the terms of use outlined in this clause.
<b>9.4</b>	<i>Text unchanged</i>	<b>MyMarketData Policy 1.4</b>
<b>9.5</b>	<i>Text Paraphrased</i>	<b>MyMarketData Policy 1.5</b>
<b>9.6</b>	<i>Text Paraphrased</i>	<b>MyMarketData Policy 1.6</b>
<b>10.1</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.1</b>
<b>10.2</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.2</b>
<b>10.3</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.3</b>
<b>10.4</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.4</b>
<b>10.5</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.5</b>
<b>10.6</b>	<i>Text unchanged</i>	<b>General Terms Clause 5.6</b>
<b>11.1</b>	<i>Text unchanged</i>	<b>General Terms Clause 6.1</b>
<b>11.2</b>	<i>Text unchanged</i>	<b>General Terms Clause 6.2</b>
<b>11.3</b>	<i>Text unchanged</i>	<b>General Terms Clause 6.3</b>
<b>11.4</b>	<i>Text unchanged</i>	<b>General Terms Clause 6.4</b>
<b>11.5</b>	<i>Text unchanged</i>	<b>General Terms Clause 6.5</b>
<b>12.1</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.1</b>
<b>12.2</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.2</b>
<b>12.3</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.3</b>
<b>12.4</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.4</b>
<b>12.4</b>	c) from unauthorised access to MyMarketData or any other misuse of MyMarketData, unless caused by the gross negligence or wilful misconduct of Euronext	<b>MyMarketData Policy 1.7</b> <i>Text Paraphrased</i>

<b>12.5</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.5</b>
<b>12.6</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.6</b>
<b>12.7</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.7</b>
<b>12.8</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.8</b>
<b>12.9</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.9</b>
<b>12.10</b>	<i>Text unchanged</i>	<b>General Terms Clause 7.10</b>
<b>13.1</b>	<i>Text paraphrased</i>	<b>Audit Policy Clause 1.1</b>
<b>13.2</b>	<i>Text unchanged</i>	<b>Internal Use Policy Clause 3.1</b>
<b>13.3</b>	<i>Text paraphrased</i>	<b>Audit Policy Clause 13.1</b>
<b>14.1</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 8.1</b>
<b>15.1-2</b>	<i>Text Unchanged</i>	<b>General Terms Clause 9.1-2</b>
<b>15.3-4</b>	<p>Euronext shall give the Contracting Party not less than 90 (ninety) days' prior written notice of an update to the Agreement as mentioned in clause 14.1</p> <p>Euronext shall give the Contracting Party not less than 90(ninety) days' prior written notice of a change to its Fees and/or change to the basis of calculation of the Fees as mentioned in clause 10.5</p>	<p><b>General Terms Clause 9.3</b></p> <p>Euronext shall give the Market Data Client not less than 90 (ninety) days' prior written notice of an update to the Agreement as mentioned in clause 8.1 of a change to its Fees and/or change to the basis of calculation of the Fees as mentioned in clause 5.</p>
<b>15.5</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 9.4</b>
<b>16</b>	<i>Text Unchanged</i>	<b>General Terms Clause 10</b>
<b>17.</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 11</b>
		<i>Text Unchanged</i>
<b>18</b>	<i>Text Unchanged</i>	<b>General Terms Clause 12</b>
<b>19</b>	<i>Text Unchanged</i>	<b>General Terms Clause 13</b>
<b>20.1</b>	<i>Text Unchanged</i>	<b>General Terms Clause 14.1</b>
<b>20.2</b>	<i>Text Unchanged</i>	<b>General Terms Clause 14.2</b>
<b>20.3</b>	<i>Text Paraphrased</i>	<b>General Terms Clause 4.4</b>

<b>20.4</b>	<i>Text Unchanged</i>	<b>General Terms Clause 14.4</b>
<b>21.1</b>	a) <i>Text Paraphrased</i>	<b>General Terms Clause 15.1</b>
<b>24.2</b>	survives termination of the Agreement for 5 (five) years following such termination.	<b>Audit Policy Clause 14.1</b> This Audit Policy shall survive termination of the Agreement for 5 (five) years following such termination.
<b>24.3</b>	<i>Text Paraphrased</i>	<b>General Terms 15.2</b>

## EDSA USE POLICY

<b>1.1</b>	<b><i>Deleted</i></b>	
<b>1.2</b>	<i>Text Unchanged</i>	<b>Internal Use Clause Policy 1.1</b>
<b>1.3</b>	<i>Text Unchanged</i>	<b>Internal Use Policy Clause 1.3</b>
<b>1.4</b>	<i>Text Unchanged</i>	<b>Internal Use Policy Clause 4.4</b>
<b>1.5</b>	<i>Text Unchanged</i>	<b>Internal Use Policy Clause 2.1</b>
<b>2.1</b>	<i>Text Unchanged</i>	<b>Internal Use Policy Clause 5.1</b>
<b>3.1</b>	The Contracting Party and its Affiliates are entitled to engage in the Non-Display Use of one or more Information Products, including Managed Non-Display Use, subject to the Contracting Party paying the applicable Non-Display Use Fees as defined in the Information Product Fee Schedule in accordance with the Agreement.	<b>Internal Use Policy Clause 6.1</b> The Market Data Client and its Affiliates are entitled to engage in the Non-Display Use of one or more Information Products, including Managed Non-Display Use, subject to the Market Data Client paying the applicable Non-Display Use Fees as defined in the Information Product Fee Schedule in accordance with the Agreement
<b>3.2</b>	<i>Deleted</i>	
<b>3.3</b>	<i>Deleted</i>	
<b>3.4</b>	<i>Deleted</i>	<b>Replaced by Internal Use Policy Clause 1.4</b>
<b>3.5</b>	<i>Deleted</i>	<b>Replaced by Attestation Policy</b>

4	<i>Text Paraphrased</i>	<b>Internal Use Policy Clause 7</b>
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## EDSA POLICY ON REDISTRIBUTION OF ORIGINAL CREATED WORKS

1	<i>Deleted</i>	
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## EDSA CFD USE POLICY

	<i>Deleted</i>	
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## EDSA AUDIT POLICY

1.1	<i>Deleted</i>	
1.2	<i>Deleted</i>	
1.3	<i>Deleted</i>	
1.4	<i>Text Unchanged</i>	<b>Audit Policy Clause 2.1</b>
1.5	<i>Text Unchanged</i>	<b>Audit Policy Clause 2.2</b>
2.1	The Audit Team examines the Contracting Party's compliance with the Agreement, including if the correct Fee has been paid to Euronext, it identifies possible sources of errors and it recommends solutions to reduce any future errors occurring. (...)	<b>Audit Policy Clause 3.1</b>
2.2	<i>Text Unchanged</i>	<b>Audit Policy Clause 8.1</b>
3.1	<i>Text Unchanged</i>	<b>Audit Policy Clause 4.1</b>
3.2	<i>Text Unchanged</i>	<b>Audit Policy Clause 5.5</b>
3.3	<i>Text Unchanged</i>	<b>Audit Policy Clause 5.6</b>

<b>3.4</b>	The period over which the Audited Party is audited may be up to 5 (five) years and will be specified in the Audit Notification (“Audit Period”). However, in case of a delay caused by the Audited Party not meeting the preparation and/or cooperation requirements (as described in clause 8.1 and 10 of this Policy), Euronext may extend the Audit Period with a period equal to the number of days the Audit was delayed	<b>Audit Policy Clause 6.1</b> The period over which the Audited Party is audited may be up to 5 (five) years and will be specified in the Audit Notification (“ <b>Audit Period</b> ”). However, in case of a delay caused by the Audited Party not meeting the preparation and/or cooperation requirements (as described in clauses 8.1 and 10 of this Policy), Euronext may extend the Audit Period with a period equal to the number of days the Audit was delayed
<b>3.6</b>	<i>Deleted</i>	<b>Covered by Audit Policy Clause 6.1</b>
<b>4.1</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 7.1</b>
<b>4.2</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 7.2</b>
<b>4.3</b>	<i>Deleted</i>	
<b>4.4</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 7.3</b>
<b>4.5</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 7.4</b>
<b>5.1</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 9.2</b>
<b>5.2</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 5.2</b>
<b>5.3</b>	<i>Deleted</i>	
<b>5.4</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 9.3</b>
<b>5.5</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 10.1</b>
<b>5.6</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 10.2</b>
<b>5.7</b>	<i>Deleted</i>	
<b>6.1</b>	Where relevant, the Audit Team can ask during the Audit, for additional information or details in relation to the Audited Party’s Use and/or Redistribution of the Information and/or Original Created Works. The Audited Party will ensure that the Audit Team has prompt access to such information or details for inspection	<b>Audit Policy Clause 5.3</b> Where relevant, the Audit Team can ask during the Audit for additional information or details in relation to the Audited Party’s Use and/or Redistribution of the Information and/or Original Created Works. The Audited Party will ensure that the Audit Team has prompt access to such information or details for inspection
<b>6.2</b>	<i>Deleted</i>	
<b>6.3</b>	<i>Deleted</i>	
<b>6.4</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 11.1</b>

<b>6.5</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 5.4</b>
<b>7.1</b>	<i>Text Paraphrased</i>	<b>Audit Policy Clause 12.1</b>
<b>7.2</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 12.2</b>
<b>7.3</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 12.3</b>
<b>7.4</b>	<i>Text Paraphrased</i>	<b>Audit Policy Clause 12.4</b>
<b>8.1</b>	<i>Deleted</i>	
<b>8.2</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 13.1</b>
<b>8.3</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 13.3</b>
<b>8.4</b>	<i>Deleted</i>	
<b>8.5</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 13.4</b>
<b>8.6</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 4.2</b>
<b>9.1</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 8.2</b>
<b>9.2</b>	<i>Text Unchanged</i>	<b>Audit Policy Clause 8.3</b>