

## Agreement on the use of the Data Hub for the electricity market

Elhub AS, org. no. NO-915 925 529

(hereinafter referred to as “Elhub”)

and

[Company, org. no.]

(hereinafter referred to as “the User”)

have entered into the following agreement:

This agreement applies to the [ ] participant type and the market roles [ ]

### **Disclaimer:**

The sole purpose of this document is to serve as an unofficial translation of the legally binding original Norwegian document between Elhub and the User.

In the event of any dispute between the parties, including complaints, claims, legal disputes or any other procedures, the parties shall refer and are fully committed to referring to the content of the prevailing Norwegian written version of this document, including all associated Annexes, as the sole basis for any legal dispute procedure.

## 1 Background and purpose

Statnett SF (“Statnett”) holds a licence as an entity responsible for settlement in accordance with Section 4-3 of the Norwegian Energy Act. Statnett exercises this settlement responsibility in accordance with the Regulations no. 301 of 11 March 1999 governing metering, settlement and coordinated action in connection with electricity trading and invoicing of network services (the “settlement regulations”). Statnett is required by the Norwegian Water Resources and Energy Directorate (NVE) to develop and operate a national information solution for metering and settlement in the electricity market (“the Data Hub”).

Elhub is a wholly owned subsidiary of Statnett. Statnett has assigned the development and operation of the Data Hub to Elhub.

The purpose of this agreement is to regulate the rights and obligations of Elhub and the User for use of the Data Hub, cf. Section 6-2 of the Regulations no. 301 on amendments to the Regulations governing metering, settlement and coordinated action in connection with electricity trading and invoicing of network services. The industry council has been consulted in connection with the preparation of this agreement. The agreement has also been submitted to NVE.

## 2 Definitions

**“AMS”** means Advanced Metering and Control Systems.

**“Authentication Information”** means usernames, passwords, electronic certificates, code chips or other information used to verify a User’s true identity.

**“End User”** means any legal or natural person with whom the User has a contractual relationship regarding network connection, supply of electricity or other related services.

**“Elhub Ediel Standard”** means detailed descriptions and guidelines in accordance with the Norwegian Energy Act and its regulations, as well as the Norwegian Personal Data Act. This includes the prevailing versions of:

- Market Processes (BRS)
- Business Information Model (BIM)
- Elhub Messaging Interface (EMIF)
- Meter Data and Validation, Estimation and Editing (VEE)
- Settlement and Reporting
- Role and Information Model
- Procedures for testing and certification in the Ediel Portal

Elhub Ediel Standard may only be revised by Elhub once the changes have been approved in accordance with Annex 3, “Management model for collaboration between Elhub and the market participants”.

The Norwegian Elhub Ediel Standard is available at <https://elhub.no/dokumentasjon-og-miljoer/markedsdokumentasjon/markedsprosesser-og-spesifikasjoner/>

**“Transaction”** in this context means an action performed by the User that causes data to be added to, changed in or copied into the Data Hub.

### 3 Contents of the agreement

The agreement comprises the following documents:

This agreement document

Annex 1: Service Level Agreement (SLA)

Annex 2: Elhub user fees (updated annually by 1 November for the following year)

Annex 3: Governance model for collaboration between Elhub and the market participants

In the event of conflict, the agreement documents apply in the above ranked order.

### 4 Duration and termination

This agreement shall enter into force from the date stated in Section 16.

The User may terminate the agreement with one month's written notice to Elhub. Elhub may set conditions for termination if there are reasonable grounds to do so.

### 5 The User's responsibilities, rights and obligations

- a. The User is entitled to be registered as a user of the Data Hub. After the User is registered in the Data Hub, the User may access the Data Hub's web portal for the number of user profiles the User has ordered and that are secured with the Authentication Information procedure established by Elhub. The User is further entitled to use the Data Hub as described in the agreement.
- b. The User must ensure that, at all times, all employees who are granted access to the Data Hub have the necessary competence and approved training in accordance with Elhub's training platform. The User shall have and be able to submit approved tests for its own ICT solution used in the exchange of data with Elhub. The prevailing test procedures and guidelines can be found on Elhub's website (<https://www.elhub.no/aktorgodkjenning>).
- c. The User is responsible for all data that they upload to the Data Hub. When the User performs a Transaction in the Data Hub, the User is bound by the Transaction. Prior to the commissioning of adopted changes in the interfaces between the Data Hub and the User, the User must obtain renewed Market Party approval through prevailing test procedures provided by Elhub, in accordance with the adopted schedule for the implementation of the relevant changes.
- d. The User must comply with the prevailing Elhub Ediel Standard.
- e. The User must have procedures and systems that comply with prevailing legislation regarding privacy and the storage of personal data. At the request of Elhub, the User shall document any necessary consent from the End User.
- f. The User must adhere to the security procedures described in the agreement. The User must have the necessary security procedures in place to prevent unauthorised access to the Data Hub; this includes the User having the necessary security procedures to

prevent unauthorised access to the User's Authentication Information.

- g. If the User uses external storage services to store End User data downloaded from the Data Hub, the external storage service must comply with applicable legislation in Norway regarding privacy and the storage of personal data.
- h. The User shall use the functionality available in the Data Hub's web portal to monitor the status of their own Transactions and to perform initial analysis of faults and nonconformances in the event of suspected faults.

## 6 Elhub's responsibilities, rights and obligations

- a. Elhub is responsible for ensuring that the Data Hub functions as intended, and shall operate the Data Hub in accordance with Annex 1. Elhub is responsible for any faults in the Data Hub caused by Elhub.
- b. Elhub is responsible for ensuring that the data the User has correctly uploaded to the Data Hub is not changed or made available to unauthorised persons during processing in Elhub. Elhub is not responsible for the contents of data uploaded to the Data Hub.
- c. Elhub shall comply with the prevailing Elhub Ediel Standard.
- d. Elhub shall have procedures and systems that comply with prevailing legislation regarding privacy and the storage of personal data.
- e. Elhub shall comply with the security procedures described in the agreement. Elhub shall maintain the necessary security procedures to prevent unauthorised persons from accessing data in the Data Hub.
- f. Elhub shall log all Transactions in the Data Hub. Elhub shall routinely check the log and shall perform individual checks in the event of an interruption of operations or any suspicion of serious or repeated violations of the agreement.

## 7 Mutual duty of loyalty and disclosure

The parties shall contribute loyally to the implementation of the provisions of this agreement.

The parties have a mutual responsibility to exchange, without undue delay, information that is of significance to the execution of the agreement.

In addition, the parties shall immediately notify each other in the following cases:

- a. If either party fails to meet reporting deadlines to or from the Data Hub
- b. If a party discovers conditions, including failure of the party's internal procedures, that result or may result in breaches of data security or privacy
- c. If either of the parties is subject to hostile actions from a third party on their own ICT solution that could harm the other party
- d. If a party's employees have performed actions that could cause harm or loss to the other party or other participants in the power industry
- e. The discovery of violation or suspected violation of the law

## 8 The parties' right to use information received from each other

Neither party may use the information received from the other party in any way that

contravenes Norwegian law or regulations.

## 9 Economic conditions

### 9.1 Charged-for services

For access and use of the Data Hub, the User shall pay an annual fixed fee. In addition, the User shall pay for the number of metering points registered in the Data Hub for each month. The User shall also pay for agreed additional services. The detailed regulation of the fee scheme is included in Annex 2. In the event of late payment, Elhub may charge interest on late payment in accordance with the Norwegian Act relating to Interest on Overdue Payments.

Elhub will invoice the User monthly. *The annual fixed fee is divided into 12 equal amounts that are included in the monthly invoice to the User.*

Annex 2 may only be revised by Elhub once the changes have been approved in accordance with the guidelines in Statnett's settlement licence.

### 9.2 Reconciliation settlement for metering points

- a. In accordance with the settlement regulations, Elhub conducts a monthly reconciliation settlement for metering points. Invoices and credit notes are sent out once the settlement foundation has been compiled and checked.
- b. Any objections to reconciliation settlement calculations must be made by the Reconciliation settlement liable User within three banking days from the date of the invoice or credit note. Elhub will conduct a correction settlement if Statnett is at fault and if the error is substantial.
- c. The settlement is carried out in Norwegian kroner (NOK).
- d. The invoice shall be due for payment six banking days after the invoice date. The invoiced amount must be available in Elhub's bank account with a value date equal to the due date. Credit notes are paid from Elhub in such a way that the amount is normally available in the User's bank account no later than three banking days after Elhub's value date.
- e. Elhub may set shorter payment deadlines on the basis of credit rating.
- f. In the event of late payment, the parties to this agreement are entitled to claim interest on late payment in accordance with the Norwegian Act of 17 December 1976 no. 100 relating to Interest on Overdue Payments or such provisions that may replace this Act.
- g. In the event of settlement errors caused by Elhub, interest compensation shall be calculated if one of the parties so requires. The interest rate shall be three months' NIBOR as of the 15th of the due month. The amount shall be calculated on the basis of the actual amount of the discrepancy from the date of receipt/disbursement until the adjustment becomes due.
- h. It is not possible to settle invoices and credit notes from the reconciliation settlement against other invoices or credit notes received from Elhub.

- i. Reconciliation settlement liable Users must have a bank account with a bank that conducts ordinary banking operations in Norway. This bank account is to be used for the settlement of reconciliation settlements for metering points.

## 10 Consequences of breach

### 10.1 Rectification

If either of the parties breaches the agreement, the other party must be notified in writing without undue delay. The party in breach must rectify the matter as soon as possible.

### 10.2 Compensation

The parties are liable for any damage, inconvenience or loss inflicted intentionally or negligently on the other party.

The parties are not liable for indirect loss or consequential damage unless such are caused by intentional or gross negligence.

If the injured party fails to take action to limit the damage, the compensation may be reduced.

### 10.3 Termination

In the event of material breach, the party shall notify the other party that the agreement will be terminated in whole or in part if the other party does not rectify the matter within a reasonable period. The notice of cancellation shall be made in writing and shall include a specific description of the nature of the breach, how the breach was discovered, and what consequences the breach will trigger if the breach is not rectified by the deadline.

Upon notice of termination of the agreement, Elhub shall immediately notify the entity responsible for settlement (Statnett) and NVE.

## 11 Force majeure

The parties' duty of fulfilment under the agreement shall be suspended and the parties shall be free of any liability for non-performance towards the other party if and to the extent that the following conditions are met:

There is an obstacle that prevents fulfilment,

- a. the obstacle is beyond the control of the parties
- b. the obstacle is of such a nature that the parties could not reasonably be expected to have taken it into account at the time of entering into this agreement
- c. the parties cannot reasonably be expected to avoid or overcome the consequences of the obstacle

Obstacles that prevent fulfilment as mentioned in the first paragraph may include natural disaster, strike, lockout or sabotage. Obstacles caused by cyberattacks that could have been avoided through proper data security procedures shall not be considered force majeure.

In cases of force majeure, the other party shall be notified as soon as possible.

Both parties undertake as quickly as possible to prevent the consequences of obstacles,

remedy any deficiencies and resume normal operations.

## 12 Temporary suspension of access to the Data Hub in exceptional cases

Elhub is entitled to temporarily suspend the User's access to the Data Hub in any of the following cases:

- a. If unauthorised persons attempt to gain access to the Data Hub and continued access to the Data Hub entails a risk of data being manipulated, stolen or otherwise misused.
- b. If the User's access to the Data Hub entails immediate and significant risk of infringement of the privacy of natural persons.
- c. If the User's access to the Data Hub entails immediate and significant risk to ICT and information security in the Data Hub.

Elhub shall, as far as practicable, notify the User in advance that their access will be temporarily suspended. In the event of suspension of access, the parties undertake to keep each other informed on an ongoing basis and to cooperate to restore the User's access to the Data Hub.

## 13 Amendments to the agreement and its annexes

If Elhub intends to make changes to the agreement, the draft amendment shall be sent to the User with a deadline of one month for presenting their opinion. The amendments shall be submitted to the industry council and NVE for an opinion. These opinions shall be presented after further discussion.

If the User wishes to make changes to the agreement, proposals for changes must be made in writing to Elhub. Elhub shall subject the proposals to a prompt and proper assessment. Elhub's final assessment of the proposal must be justified in writing.

Based on a written application, Elhub may grant exemptions for parts of the market obligations to which the User is subject in its stated market role. Exemptions are conditional upon it being documented that fulfilment of these specific obligations are not necessary and that such exemption will not conflict with the User's or Elhub's fulfilment of its obligations under law and regulations. Exemptions shall be documented as an annex to this agreement. If Elhub has exempted the User from System approval and Market Party approval for specific market procedures, the User shall not perform these market procedures without prior approval. The approval exemption shall lapse if the User's business changes in a way that renders the exempted procedures and their corresponding approval obligations required. The User must notify Elhub of any such change.

Other current guidelines can be found on Elhub's website

<https://elhub.no/testing/aktorgodkjenning/testbeskrivelser-for-aktorgodkjenning/generell-innledning-for-test-i-aktorgodkjenning/> (Norwegian only)

## 14 Transfer and organisational changes

In the event of changes at the User's end such as reorganisation, merger, demerger, new organisation number or other changes to the company structure, Elhub may require that a new agreement on access to the Data Hub be entered into. The User must notify Elhub of any such changes as early as possible.

Elhub may delegate its rights and obligations under the agreement to the entity responsible for settlement (“Avregningsansvarlig”) or to a party appointed by the entity responsible for settlement, after prior written notice. Elhub may transfer its rights and obligations upon order from the authorities.

15 Disputes

This agreement is regulated by Norwegian law.

Any disputes regarding the interpretation of this agreement shall be settled by the ordinary courts of law. Oslo District Court shall be adopted as the agreed legal venue.

16 Entry into force

This agreement shall enter into force on the date of signature.

This agreement has been drawn up in 2 (two) identical copies, with each party retaining one copy.

Oslo, (date) .....

.....

*Elhub AS*

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(Repeat in block capitals)

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