

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

Elhub AS, org. 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 role [].

This agreement replaces any agreements previously entered into between the parties on the use of the Data Hub for participants in the power market.

Version 2.00 2020

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 Energy Regulatory Authority (NVE-RME) to develop and operate a national information solution for metering and settlement in the power 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 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-RME.

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 Customer" 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 that supplement the Settlement Regulations with the rights and obligations of market participants in the exchange of messages in the power industry. The Elhub Ediel Standard is developed and operated by System Support for Ediel in line with the mandate from the Settlement Regulations and the settlement licence, and includes, for example, the current versions of market processes, information model, message interface etc.

The 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 Elhub Ediel Standard is available in its entirety at www.elhub.no

"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.

"TLS" (Transport Layer Security) is a cryptographic protocol that safeguards authenticity, integrity and confidentiality in the transfer of information between different systems.

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

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.

If a User in accordance with Section 13 of this agreement is granted an exemption for parts of the market obligations to which the User is subject in the User's specified market role, the exemption must be documented as a separate Annex 4 to this agreement.

4 Duration and termination

This agreement enters 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 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 undertakes to terminate Elhub access for the User's employees who quit or for other reasons will no longer have access.
- c. The User must have and be able to submit approved tests for its own ICT solution used in the exchange of data with the Data Hub. The prevailing test procedures and guidelines can be found on Elhub's website (<https://www.elhub.no/aktorgodkjenning>). Prior to the commissioning of adopted changes in the interfaces between the Data Hub and the User, the User must obtain new approval in tests against Elhub, in accordance with the adopted schedule for the implementation of the relevant changes.
- d. 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.
- e. The User may only download End Customer Information to which the User is entitled through a direct agreement with the End Customer or as a result of the processes for change of supplier and relocation as described in the Elhub Ediel Standard.
- f. The User is obliged to present the agreement with the End Customer to Elhub on request.
- g. The User must comply with the prevailing Elhub Ediel Standard.
- h. The User must have procedures and systems that comply with prevailing personal data law. At the request of Elhub, the User must document any necessary consent from the End Customer.
- i. 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 persons from accessing data in the Data Hub; this includes the User having the necessary security procedures to prevent unauthorised access to the User's Authentication Information.

- j. If the User uses external storage services to store the End Customer's data downloaded from the Data Hub, the external storage service must comply with applicable legislation in Norway regarding the storage of personal data.
- k. The User must 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.
- l. The User must have emergency plans as described in the Elhub Ediel Standard.
- m. In the User's e-mail communication with Elhub, the User must use TLS to ensure authenticity, integrity and confidentiality.
- n. In cases where the User's subcontractors will have user access to the Data Hub, the subcontractors must be registered with Elhub. The User is responsible for ensuring that any subcontractors comply with the provisions of this agreement.

6 Elhub's responsibilities, rights and obligations

- a. Elhub is responsible for ensuring that the Data Hub functions as intended, and will 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 must comply with the prevailing Elhub Ediel Standard.
- d. Elhub must have procedures and systems that comply with prevailing personal data law.
- e. Elhub must comply with the security procedures described in the agreement. Elhub must maintain the necessary security procedures to prevent unauthorised persons from accessing data in the Data Hub.
- f. Elhub will log all Transactions in the Data Hub. Elhub will routinely check the log and perform individual checks in the event of an interruption of operations or any suspicion of serious or repeated violations of the agreement.
- g. In Elhub's e-mail communication with the User, Elhub must use TLS to ensure authenticity, integrity and confidentiality.

7 Mutual duty of loyalty and disclosure

The parties must loyally contribute to the implementation of this agreement.

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

In addition, the parties must 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 the subject of 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 Financial terms and conditions

9.1 Charged-for services

For access and use of the Data Hub, the User will pay a fixed annual fee. In addition, the User must pay for the number of metering points registered in the Data Hub for each month. The User must also pay for agreed additional services. The detailed regulation of the fee scheme is included in Annex 2.

Elhub will invoice the User monthly.

9.2 Reconciliation settlement for metering points

- a. Elhub will conduct a monthly reconciliation settlement that includes all metering points. Invoices and credit notes are sent out once the settlement documentation has been compiled and checked.
- b. Users responsible for handling reconciliation settlements have three banking days from the date of the invoice or credit note to complain about any errors in the calculation.
- c. The settlement is carried out in Norwegian kroner (NOK).
- d. In the event of settlement errors caused by Elhub, interest compensation will be calculated if one of the parties so requires. The interest rate will be three months' NIBOR as of the 15th of the due month. The amount will be calculated on the basis of the actual amount of the discrepancy from the date of receipt/disbursement until the adjustment becomes due.
- e. It is not possible to settle invoices and credit notes from the reconciliation settlement against other invoices or credit notes received from Elhub.
- f. Users responsible for handling reconciliation settlements 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.

9.3 Payment, payment deadlines and Elhub's follow-up in the event of non-payment

The invoice from Elhub falls due for payment 15 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 out from Elhub so that the amount is normally available in the User's bank account 20 days after the credit note has been issued.

- a) Elhub may, on the basis of a credit assessment made by an independent third party, or a weak payment history to Elhub, demand that an ongoing guarantee be provided for the payment of fees and reconciliation settlements, corresponding to the average expected invoice amount for two months, based on the previous year's history.

- b) 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.
- c) In the event of late or non-payment, the outstanding amount will be collected in accordance with the provisions of the Norwegian Debt Collection Act.

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 must 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 termination must be made in writing and must 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 must immediately notify the entity responsible for settlement and NVE-RME.

11 Force Majeure

The parties' duty of fulfilment under the agreement will be suspended and the parties will 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 a hindrance that prevents fulfilment,

- a. the hindrance is beyond the control of the parties
- b. the hindrance 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 hindrance

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

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

Both parties undertake as quickly as possible to prevent the consequences of hindrances, 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, made unavailable or otherwise misused.
- b. If the User's access to the Data Hub entails immediate risk of infringement of the privacy of natural persons.
- c. If the User's access to the Data Hub entails immediate risk of unauthorised access to market- or competition-sensitive End Customer Information.
- d. If the User's access to the Data Hub entails immediate risk to ICT and information security in the Data Hub.

Elhub will, 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 wishes to make changes to the agreement, the draft amendment will be sent to the User with a deadline of one month for a response. The amendments must be submitted to the industry council, NVE-RME and the entity responsible for settlement for an opinion. These opinions will be taken into consideration during further consideration of the amendments.

Amendments to Annex 1 (Service Level Agreement (SLA)) can be made without other changes to this agreement. Amendments must be made within the framework of the Settlement Regulations and Statnett's settlement licence, and in line with Annex 3 (Governance model for collaboration between Elhub and the market participants).

Amendments to Annex 2 (Elhub user fees) may be made annually and must be announced by 1 November of the year prior to the change in fees. Amendments must be made within the framework of Statnett's settlement licence, and in line with Annex 3 (Governance model for collaboration between Elhub and the market participants). Amendments to Annex 2 can be made without other changes to this agreement. Users must be immediately notified of decisions on changes to the Elhub fee model in line with this agreement and its annexes. This notification must include the date of entry into force.

Amendments to Annex 3 (Governance model for collaboration between Elhub and the market participants) can be made without other changes to this agreement. The governance model is assessed each year by the entity responsible for settlement, NVE-RME and the industry council in collaboration, and the parties can, together with Elhub, submit proposals for initiating revision work. NVE-RME must be informed of significant changes to the governance model before they enter into force, and Users must be immediately notified of decisions on changes and their date of entry into force.

Commented [JC1]: As per our previously submitted enquiry:

Our question is whether the intended meaning of the Norwegian here ("**omstøtning** fører til videre **utredning**") is "These opinions will be presented after further discussion", or "These opinions will be taken into consideration during further consideration of the amendments". Could you please clarify?



If the User wishes to make changes to the agreement, proposals for changes must be made in writing to Elhub. Elhub will 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 these obligations are not necessary and that such exemption will not conflict with the User's or Elhub's fulfilment of their obligations under law and regulations. Exemptions must be documented as an annex to this agreement. If Elhub has exempted the User from the requirements for system support and approval for specific market processes (<https://elhub.no/testing/aktorgodkjenning/unntak-fra-aktorgodkjenning/>), the User may not use these marketing processes. The exemption will lapse if the User's business changes so that the obligations become necessary. The User must notify Elhub of any such change.

Other current guidelines can be found on Elhub's website (<https://elhub.no/testing/aktorgodkjenning/>).

14 Transfer and organisational changes

In the event of changes at the User 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 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 governed by Norwegian law.

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

16 Entry into force

This agreement enters into force on the date of signing.

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

Oslo, (date)

Elhub AS

Tor B. Heiberg

[Repeat in block capitals]

The agreement has been signed electronically.
