

ENERGINET

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TERMS OF ACCESS TO AND USE OF THE DATAHUB – METER DATA RESPONSIBLE

Energinet
Tonne Kjærsvvej 65
DK-7000 Fredericia

– hereinafter 'Energinet' –

the transmission system operator in Denmark which owns and operates the DataHub

and

[Company name]
[Address]
[Postcode and town/city]
CVR no. [xx xx xx xx]
GLN no. [xxxxxxxxxxxx]

– hereinafter the 'Meter Data Responsible' –

which perform tasks delegated to them by a grid operator, eg collecting, storing and verifying metered data for a grid area.

Revision view

Chapter no.	Text	Version	Date

1. Background and objective

- 1.1 Under Section 28(2), item 7, of the Danish Consolidated Electricity Supply Act (*Bekendtgørelse af lov om elforsyning*)¹ (hereinafter the 'Danish Electricity Supply Act'), Energinet is responsible for the establishment and operation of a data hub for handling metered data etc.
- 1.2 As the entity responsible for operating the DataHub, Energinet must lay down non-discriminatory and objective terms and conditions for its use. The provisions set out in these Terms have thus been laid down pursuant to Section 28(2), item 13, Section 31(2) of the Danish Electricity Supply Act.
- 1.3 The provisions set out in these Terms have been laid down with a view to:
 - creating the best possible conditions for competition in markets for generation and trade in electricity,
 - ensuring provision of data and other information of relevance to the DataHub and thereby ensuring players in the Danish electricity market a smoothly functioning electricity market.

2. General terms and conditions

- 2.1 By signing these Terms, Energinet allows the Meter Data Responsible to be registered as user of the DataHub and for ongoing use of the DataHub as stated in Energinet's market regulations and terms and conditions in force at any time.
- 2.2 Once the Meter Data Responsible is registered as user in the DataHub, the Meter Data Responsible can access the DataHub Market portal through a number of user profiles secured by means of NemID. The Meter Data Responsible is obliged to take the necessary steps to ensure that access information is available to the Meter Data Responsible only and not to unauthorised parties.
- 2.3 If the Meter Data Responsible executes a transaction, ie submits, corrects or collects metered data for a grid area in the DataHub, the Meter Data Responsible is bound by the transaction.
- 2.4 Energinet is responsible for operating the DataHub in accordance with applicable legislation, including, in particular, the Danish Act on Processing of Personal Data (*Lov om behandling af personoplysninger*)² and good IT practice. Energinet is obliged to take the necessary and sufficient technical (including IT) and organisational security measures to prevent unauthorised use of DataHub data.

¹ Consolidated Act no. 1329 of 25 November 2013 as amended.

² Act no. 429 of 31 May 2000 as amended.

3. Player master data and EDI communication

- 3.1 In connection with the Meter Data Responsible's registration as user of the DataHub, the Meter Data Responsible must create and validate the master data registered about the Meter Data Responsible. The requirements for such master data are specified in Energinet's Regulation I: 'Master data'.
- 3.2 The Meter Data Responsible is always obliged to continuously maintain its master data in the DataHub's register of player master data; see Regulation I: 'Master data'.
- 3.3 If the Meter Data Responsible wants to use EDI communication to exchange messages with the DataHub, the Meter Data Responsible's system must be tested and approved for such purpose as stated in Energinet's Regulation F1: 'EDI communication with the DataHub in the electricity market'. This regulation also describes requirements for renewed testing and approval in the event of subsequent significant changes in the Meter Data Responsible's system.
- 3.4 If the Meter Data Responsible wants to retrieve or verify metered data etc. in the DataHub without the use of EDI, the Meter Data Responsible may do so by using the DataHub market portal. The requirements relating to the Meter Data Responsible's handling of business processes in the DataHub, among other things regarding time limits, are the same regardless of the communication method used by the Meter Data Responsible.

4. Requirements for processing of information

- 4.1 The Meter Data Responsible warrants that the Meter Data Responsible's collection and processing of information and communication with the DataHub will comply with applicable legislation, including, in particular, the Danish Act on Processing of Personal Data.
- 4.2 The Meter Data Responsible warrants that it has taken the necessary and sufficient technical (including IT) and organisational security measures to prevent accidental or unlawful loss, deterioration or unauthorised access to data.

5. Duty to inform

Both parties must contribute to the compliance with these Terms. Both parties must therefore make the necessary information for the operation of the DataHub available to each other without undue delay. If the Meter Data Responsible's situation changes, the Meter Data Responsible must promptly inform Energinet of the changes. If the Meter Data Responsible becomes aware that the Meter Data Responsible's data handling violates sections 4.1 and or 4.2, the Meter Data Responsible is under an obligation to inform Energinet without undue delay.

6. Energinet's access to and use of information

- 6.1 For operational purposes and in order to fulfil Energinet's duties pursuant to the Danish Electricity Supply Act and other legislation, Energinet may at all times access the Meter Data Responsible's activities in the DataHub as necessary.
- 6.2 Energinet may use the information in the DataHub to perform the duties imposed on Energinet by law at any time. These include, among other things:

- calculations for settlement purposes in the electricity market, eg net settlement, reconciliation etc.
- statistics and analysis of the market players' actions and movements/development within the electricity market as a whole
- fault repair in the event of incorrect transactions in the DataHub
- disclosure of information from the DataHub under applicable law, public orders etc.

6.3 Energinet logs all transactions in the DataHub for technical and security reasons and for purposes of operation, security, restoration and documentation as well as checking the players' compliance with the market regulations and terms and conditions. In order to safeguard the purposes described, Energinet carries out checks of the log and other individual checks in the event of break-downs or suspicions of gross or repeated violations of the market regulations.

7. Liability for damages

7.1 Both parties are liable under the general law of liability for damages in Denmark. However, no damages can be claimed for indirect losses, including operating losses, loss of profits, loss of data and/or consequential damage, unless such damage or loss is the result of gross negligence or intentional action by the party responsible.

7.2 Energinet is not liable to the player for the correctness of the data reported to the DataHub by the players. Energinet thus cannot be held liable for incomplete or incorrect data sent by the players and any failure on their part to correct such data within the time limits in force at any time. Additionally, Energinet cannot be held liable for other players' use of such data reported by another player.

8. Amendments of these Terms

8.1 Energinet may amend these Terms at six months' notice, unless the amendments concern those mentioned in sections 8.2-8.3 below.

8.2 Energinet may change the IT requirements for use of the DataHub, eg changes to functionality, configuration etc., at a reasonable notice. If the changes significantly impact the Meter Data Responsible's system set-up or business procedures, Energinet must take all reasonable steps to inform the Meter Data Responsible of the changes at the longest possible notice, the minimum being six months. However, if the changes are made to ensure the continued technical or secure operation of the DataHub, the notice may be shorter.

8.3 Energinet may, at a reasonable notice, make changes resulting from amendments to applicable legislation which impact Energinet's operation of the DataHub. In case of such changes, Energinet will endeavour to give notice of the changes in question in so far as is possible; however, such that the changes in any case can take effect from the date of commencement of the law amendments.

9. Termination

- 9.1 These Terms may be terminated by the Meter Data Responsible without notice.
- 9.2 Energinet may terminate these Terms by giving six months' notice to the Meter Data Responsible.
- 9.3 In the event of a material breach of these terms, Energinet may exclude the Meter Data Responsible from accessing the DataHub with immediate effect until it has been documented that the breach has been remedied.
- 9.4 If the Meter Data Responsible is unable to document that he has taken adequate measures to prevent the breach of these terms, Energinet is entitled to terminate these terms with immediate effect.
- 9.5 If these Terms are terminated, the Meter Data Responsible's right to access and use the DataHub will end as well.

10. Assignment

- 10.1 The Meter Data Responsible may not assign all or any rights or obligations under these Terms without Energinet's prior written consent.

11. Force majeure

Under these Terms, neither party will be considered to be liable to the other party as regards circumstances that are beyond the party's control and which the party should not have taken into account or should not have avoided or overcome. Force majeure arising out of a delay can be asserted for no more than the number of working days which the force majeure situation lasts.

- 11.1 The parties must inform each other of the occurrence and end of the force majeure event without undue delay.

12. Governing law and venue

- 12.1 The Meter Data Responsible may bring the sanctions imposed by Energinet before the Danish Energy Regulatory Authority (*Energitilsynet*), Carl Jacobsens Vej 35, DK-2500 Valby. In addition, Energinet's decision to deregister the Meter Data Responsible as user of the DataHub can be demanded to be brought before the courts within four weeks of the Meter Data Responsible having been notified of the decision as per Section 31(5) of the Danish Electricity Supply Act.
- 12.2 Any disputes arising out of these Terms which cannot be settled between the parties through negotiation must first be attempted to be settled through mediation. The mediation must take place according to the applicable rules for mediation under the Danish Institute of Arbitration (*Det Danske Voldgiftsinstitut*).
- 12.3 If the dispute cannot be settled through mediation, and it is not within the competence of either the Danish Energy Regulatory Authority or the Danish Energy Agency to settle the dispute, it must be resolved according to the Danish Institute of Arbitration's 'Rules of Arbitration Procedure'. Each party must appoint one arbitrator, whereas the Institute

will appoint the chairman of the arbitration tribunal. If one of the parties fails to appoint an arbitrator within 30 days of having submitted or been notified of the request for arbitration, the Institute will also appoint such arbitrator according to the aforementioned rules.

- 12.4 In connection with disputes concerning amounts of less than DKK 500,000, the arbitration tribunal will consist of one member only to be appointed by the Council of the Danish Board of Arbitration (*Voldgiftsnævnet*).
- 12.5 The arbitration tribunal must make a decision on the allocation of legal costs, including lawyers' fees, in its award.
- 12.6 The award of the arbitration tribunal is final and binding on the parties.

13. Signatures

These Terms are made in two original copies, one for the Meter Data Responsible and one for Energinet.

Energinet

Date: / 201x

Meter Data Responsible

Date: / 201x

Martin Lervad Lundø

[Insert name, signature and company stamp]