GENERAL CONDITIONS
APPLICABLE TO EPEX SPOT INFORMATION PRODUCT

Date : 23rd June 2021

The following General Conditions shall apply to purchases of Information Product on www.epexspot.com or webshop.eex-group.com (the "**Website**") or any other mean, and to any form of Information Product Usage.

By purchasing any Information Product, you agree to be bound by these General Conditions, which shall be supplemented by Specific Conditions, to be entered into either via the Website or any other written or electronical mean. Specific Conditions may only deviate from the General Conditions to the extent expressly provided in these General Conditions. Therefore, the General Conditions shall have precedence over the Specific Conditions except for the provisions in the General Conditions where it is expressly provided that the Specific Conditions may deviate. In the same vain, the Specific Conditions shall have precedence over their annexes. In case of inconsistency between one or several provisions in the contractual document of the same rank or between successive versions of one contractual document, the most recent document will prevail.

The Information Products are provided by **EPEX SPOT SE,** a European company incorporated and existing under the laws of France, having its registered offices at 5, Boulevard Montmartre, F-75002 Paris, and with Commercial Register in Paris n° 508 010 501 or its subsidiaries (hereinafter referred to as "**EPEX SPOT**" or "**EPEX**").

In these General Conditions, the terms "we", "us" and "our" refer to EPEX SPOT and "you" refers to you, the user of the Website, as Contracting Party having subscribed EPEX SPOT Information Product on this Website or any other mean and, the case may be, entered into Specific Conditions (hereinafter referred to as **"Contracting Party"**).

EPEX SPOT and the Contracting Party shall be individually referred to as "**Party**" and collectively as "**Parties**".

1. Definitions

Access ID
Electronic identification which enables a specific Individual to access Licensed Information Product and which simultaneously represents a Unit of Count.

Account
Account which allows a representative of the Contracting Party to purchase Information Products.

Affiliated Company
Third-party company which is directly or indirectly controlled by the relevant party, which directly or indirectly controls the relevant party or which is jointly directly or indirectly controlled, together with the relevant party, by the same parent company. With regards to the Contracting Party, it means any entity directly or indirectly Controlling, Controlled by or under common Control with the Contracting Party (including its successors and assigns).

API
Application Programmable Interface, i.e. a communication channel based on formatted standardized messages to be used by the Contracting Party in order to send or retrieve Data from M7 or ETS. As an interface, it has to be linked to Application(s) developed by the Contracting Party.

Application
Software program to be developed at its own option by the Contracting Party or any other third party, enabling it to access and to give access to the API.

Audit

Inspection of the Contracting Party or its Subscriber(s) to ensure full compliance with their obligations.

Automatic Update
Continuous update of Information Product without manual input by the User being necessary.

Catalogue
Recap of the categories of EPEX SPOT Information Products that can be purchased by the Contracting Party, as defined under Annex 1 and updated from time to time by EPEX SPOT.

Conformance Test
Conformance test to be performed pursuant to the rules of EPEX SPOT for the access to the Test and Development Environment.

Contracting Party
The Party registered in the Account for the purchase of Information Products. It shall be a legal entity acting within the scope of its activities.

Control
The situation where a company:

a) Directly or indirectly owns a fraction of the capital in another company that gives a majority of the voting rights at such company's general meetings;
b) Holds alone a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders and this is not contrary to such company's interests;
c) Effectively determines the decisions taken at a company's general meetings through the voting rights it holds;
d) Has the power to appoint or dismiss the majority of the members of a company's administrative, management or supervisory structures;
e) Directly or indirectly holds a fraction of the voting rights above 40% of a company and no other partner or shareholder directly or indirectly holds a fraction larger than this participation
f) In any case, an undertaking is presumed to control a company when it exerts a decisive influence over it. The decisive influence is defined according to the organizational, economic and legal links between both undertakings.

Day-Ahead Market
Market for the Transactions made on the day before the Delivery up until the gate closure time for nomination defined by the relevant TSOs of the respective Delivery Area.

Data Fees or Fixed Fees
Remuneration which is charged to the Contracting Party in accordance with the provisions of the Agreement.

Delivery
Injection or withdrawal of electricity on a Delivery Area according to the Transactions made on EPEX SPOT.

Delivery Area
Power Transmission System managed by a TSO.

Dissemination Usage or External Usage
The use of Information Product for the onward dissemination to Users or any other external usage, irrespective of whether the onward dissemination occurred without authorization or by mistake. Therefore, a usage of Information Product shall even then exist when the Contracting Party or Subscriber, as the case may be, has no knowledge of the onward dissemination.

Derived Usage Information Product or Derived Information Product

Data created or derived by the Contracting Party or any other User from the Information Product, which does not display the Information Product and from which the underlying Information Product cannot be readily extracted. Derived Usage shall not be considered Information Product hereunder.

Device
Data terminal which enables the receipt and/or the reproduction of Information Product.

Delayed Data
Information Product which is available for use with a time delay of more than 15 minutes after its creation. This corresponds to Information Product provided by EPEX SPOT via its API and delivered more than 15 minutes after its creation by EPEX SPOT.

Delayed Information Product
Consist of Delayed Data and End of Day Data

Distribution License Fees or Variable Fees
Remuneration which is charged to the Contracting Party in accordance with the provisions of the Agreement for the license to onward disseminate Information Products.

Effective Date
In order of priority, (i) the signature date of the Specific Conditions by the Contracting Party or (ii) the purchase of the Information Product and the acceptance of the General Conditions by the Contracting Party via the Website or any other mean.

End Date
End of availability of the Information Product(s) purchased as specified in the Catalogue and/or the Order Recap during the order process; in case of multiple Information Products, it will be the end of availability of the most recent one.

End of Day Data
Information Product delivered (i) at the end of the trading session for the Day- Ahead Auction market (ETS) and (ii) the end of the trading day for the Intraday Continuous spot market as provided via FTP Access or other mean.

Entitlement
Entitlement for Access IDs to receive Information Products.

Entitlement-System or Specification
Electronic system via which Access IDs are entitled and which further continuously controls for each Access ID and each Device the actual Entitlement to Information Products and which provides complete records hereon.

EPEX SPOT Information Product
End of Day Data, Delayed Data, Real Time Data, Historical Data, Day Ahead Auction – SMS Alert, View Only Use; and any other Information Product available on the Website or any other mean.

EPEX SPOT Markets
All the markets operated by EPEX SPOT

ETS
Day-Ahead Auction Electronic Trading System.

Fee
The fee to be paid to EPEX SPOT in compensation for of the use of Licensed Information Product.

Historical Data
Market Data until the 31 December of the previous year(s).

Honesty Statement
Binding written or electronic statement supplied by the Subscriber(s) to the Contracting Party. This statement contains the number of Access IDs per Licensed Information Product.

Individual
Any individual person and/or or employee of a business entity who has access to the Licensed Information Product.

Information Product or Product
Quotes, prices, turnover figures, indices and other data marketed by EPEX SPOT. Data created or derived from Information Product is still deemed to be Information Product if (i) the quotes, prices, turnover figures, indices or other data originally marketed by EPEX SPOT can be determined through calculation or automated process and/or (ii) the alteration is formed in a way that the derived data can be used instead of the quotes, prices, turnover figures, indices or other data originally marketed by EPEX SPOT (i.e. as substitute). In case of doubt, EPEX SPOT determines at its sole discretion whether such data is Information Product within the meaning of (i) and/or (ii) above.

Information Product Supplier
Vendor, including EPEX SPOT, from which the Contracting Party, or a Subscriber receives Information Product.

Information Product Usage
The use of Information Product for Internal or External Usage, in each case irrespective of whether such usage occurred without authorization or by mistake. Therefore, a usage of Information Product shall even exist when the User, as the case may be, has no knowledge of the usage.

Internal Usage
The use of Information Product takes place internally if the Information Product is exclusively used by the recipient of the Information Product concerned itself or its employees without any external onward dissemination to third parties or any other external usage.

Intraday Market (IDM)
Market for Transactions made after the gate closure time for nomination defined by the relevant TSOs of the respective Delivery Area and until the end of the trading session.

ISV
Independent Software Vendors

ISV Access
The access granted by EPEX SPOT to ISV to Test and Development Environment under the terms of the relevant Specific Conditions.

Licensed Information Product
Scope of right of use on Information Product and Information Product Usage granted to the Contracting Party as specified in the Market Data Agreement.

Location
Place at which Access IDs are entitled for Information Products (address).

M7
Intraday Continuous Market Trading System on Spot Market.

M7 Historical Orders
The record of hourly, 15-minute or blocks anonymized orders of the Intraday Continuous Spot Market.

Market Data Agreement or Agreement
Consists of the signed Specific Conditions, these General Conditions and the Order Recap, including all annexes attached thereto and amendments.

Material Breach
A breach that reaches to the fundamental aim of the Market Data Agreement's subject matter and negatively affects the outcome of the Market Data Agreement.

Member(s)
Entities having signed a trading agreement with EPEX SPOT and thus allowed to trade on EPEX SPOT Market(s).

Personal Data
As defined under Article 4 of the General Data Protection Regulation (EU) 2016/679 ("GDPR"), any data relating to an identified or identifiable single individual enabling his identification, directly or indirectly through personal items, including among others, IP address, name, birth date, residence address, registration/filling/number, either private or public, phone number, biometric references, picture, profession, marital status etc.

Order Recap
Page on the Website or any other mean showing the recap of the order of Information Product at the end of the order process.

Physical User ID
Unit of Count by which the access of a User of the Contracting Party to Information Product received via one or several Access IDs can be reported.

Power Transmission System
Very high voltage grid managed by a TSO.

Property Right
Any intellectual property right throughout the world, in all media, now existing or created in the future, for all versions and elements, in any languages, and for the entire duration of such rights, arising under any applicable law, contract, or otherwise, and whether or not registered, registerable or perfected, including, but not limited to (a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; (b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; (c) rights in computer software and programs, source codes, or business methods; (d) rights in materials; (e) rights associated with trademarks, service marks, trade names, internet domain names, logos, trade dress and the applications for registration and the registrations thereof; (f) rights relating to the protection of trade secrets, know-how and/or other confidential Information Product; (g) design rights, whether registered or unregistered; (h) *sui generis* right on databases ("Intellectual Property Rights") and any other (property) rights and/or legal protection by law, regulation or contract such as, but not exclusively, protection granted through unfair competition legislation.

Real Time Data
Information Product which is available for use with a time delay of less than 15 minutes after its creation. This corresponds to Information Product provided by EPEX SPOT via its API and delivered less than 15 minutes after its creation by EPEX SPOT.

Reporting
Electronic transmission of Information Product relevant for the invoicing which the Contracting Party is required to perform.

Services
Access to EPEX SPOT Information Product, including API and/or ISV granted by EPEX SPOT to the Contracting Party once purchased on the Website or by any other mean.

Service Provider

External service provider who/which provide services to the Contracting Party and shall then comply with the obligation as under this Agreement.

Specific Conditions

The specific terms and conditions to be entered into between EPEX SPOT and the Contracting Party for the provision of certain Information Product to the Contracting Party. They may contain the following annexes, per order of precedence: Annex I: List of Licensed Information Product and Fee, Annex II: Contact details, Annex III: List of Users or Members or Subscribers.

Spot Market Data

Information Product from the EPEX SPOT Spot Intraday Continuous and/or Day-Ahead Market.

IU Subscriber or Subscriber

Contracting Party of the Vendor or of EPEX SPOT which receives Information Product for Internal Usage.

Test Market Data

Information Product (including orders, transactions, position, collateral, etc.) on the Test and Development Environment available for the ISV. The data sets available for ISV are backdated and/or limited.

Test and Development Environment

IT EPEX SPOT environments for testing the application to be developed by the ISV.

Third-Party Rights' Holder

Third-party legal entity which owns the original copyrights and other intellectual property rights to specific Information Product.

Trading System

The electronic trading system used by Members for trading at EPEX SPOT Market(s) (namely M7 for the Intraday Market and ETS for the Day-Ahead Market).

Transaction/Trade

Contract agreed on EPEX SPOT for which the procedures and specifications are defined in the Rules and Regulations.

Transmission System Operator (TSO)

Entity in charge of operating the Power Transmission System of a given Delivery Area.

Unit of Count

Billing unit for Data Fees in accordance with the terms of the Market Data Agreement.

User

Any entity or person who/which has access to Information Product irrespective of whether such access occurred without authorization or by mistake (e.g Subscribers, Affiliated Companies, Individual, Service Providers or any other third party). This means any company, organization or individual that has access to the Information Product, however the mean. The lowercase term “user” in the Agreement shall be deemed to be a reference to “User”.

Vendor

Contracting Party of EPEX SPOT which onward disseminates Information Product to Subscribers or uses it for any other External Usage.

Vendor Service Agreement

An agreement between the Contracting Party and its Subscribers which governs the use of Licensed Information Product.

View Only Use
Access to live Information Product via the M7 trading platform.

White Labelling
Offering of products and services of the Contracting Party of EPEX SPOT with the name, logo, brand and/or layout of a third party.

2. General provisions

2.1. Eligibility to purchase Information Product from this Website - Account

You do not have to register to explore the Website, but you have to create an Account to purchase Information Products through it, to be provided with EPEX SPOT Services. By creating an Account, you can identify your company, register authorized Users and store payments methods, but also enter into the Market Data Agreement with EPEX SPOT, which is essential for you to purchase EPEX SPOT Information Product. It will also make your checkout easier and faster, enable you to review your order history and edit billing or company information.

When you register or make purchases through the Website, you will be required to provide certain information including name, phone number and e-mail address. You will also be required to provide valid details of a credit or debit card (or such other payment mechanism as is permitted by these General Conditions) which you are legally entitled to use. We reserve the right to request additional evidence or proof of billing information where we think this is necessary. You warrant that all information you provide to us at any time is true, accurate and complete.

All personal information that you provide when using the Website will be used in accordance with our Privacy Policy and applicable laws.

By placing an order through this Website, you warrant that you are at least eighteen (18) years old and that you are capable of entering into legally binding contracts on your behalf or on behalf of your company.

2.2. Basket and Wish List

The Basket holds the Information Products you have selected to purchase while browsing the Website. Information Products you place in your Basket will remain there until you purchase them, remove them or move them to your Wish List, if any. They will remain there even after you leave the Website, unless they are no more available before you complete your purchase; in which case, they will be automatically removed from your Basket.

Your Wish List, if any, allows you to store details of Information Products that you are thinking about purchasing. This feature saves your selections even after you leave the Website, making it easy to relocate and purchase them in the future. Information Products will remain in your Wish List until they are moved to your Basket or removed.

2.3. Making a purchase/Conclusion of the Market Data Agreement

In order to purchase Information Products using this Website, you must add ~~it~~ them to your Basket and then indicate that you wish to purchase that Information Product by proceeding to the Checkout section of the Website and entering the relevant information where instructed. You will be provided with an opportunity to review your order, check the total price of your order and the information you have provided and correct any input errors before confirming your purchase. Finally, you will have to confirm that you have read and agree with these General Conditions and depending on the type of Information Product selected, sign online or on paper the related Specific Conditions and provide them to EPEX SPOT.

Once you have submitted your order, we will send an email to the email address you have provided, acknowledging receipt of your order and setting out details of the ordered Information Product(s). This email does not constitute an acceptance of your order - only a confirmation that we have received it. Once we have acknowledged receipt of your order, we will check that the Information Product(s) is/are available.

The Information Product on this Website does not constitute a binding offer to sell Information Products described on the Website. The Market Data Agreement between us will be concluded when you accept and/or sign the General and/or Specific Conditions, and effective as of the Effective Date when we confirm you per email that the order was successfully paid, the Market Data Agreement signed and the Information Product(s) available to be delivered to you.

When we e-mail you the confirmation that your Information Product has been delivered, we may attach an electronic invoice in respect of your order, which will also be available in Your Account section. Please note that we do not issue paper invoices.

In the event that the Information Product you have ordered is unavailable, we will inform you of this within seven (7) days of receiving your order and payment. We will, where possible, give you the option to order a different Information Product of the same type or alternatively, to cancel your order. Should you opt to cancel your order, a full refund will be made.

2.4. Our right to refuse or cancel an order

We reserve the right at any time after receipt of your order to decline it, or any part thereof, in our sole discretion, even after your receipt of an order confirmation or after payment. If we cancel after payment, we will refund it to you.

You may not purchase any Information Product from this Website for any other use not specified in the Market Data Agreement. We shall be entitled to cancel any order placed by you that we believe has been made for a purpose other than the ones specified in the Market Data Agreement. In such event, we reserve the right to refuse or cancel all subsequent orders from you. We also reserve the right to reject orders from any customer with whom we have an ongoing legal dispute regarding a prior order. We may cancel any order if we suspect any fraudulent activity and may refuse to process orders from customers with a previous fraudulent order history.

2.5. Prices and Guarantee

All prices shown on this Website are in Euros and exclusive of sales tax at the applicable rate.

The price of the Information Products may vary on the sole discretion of EPEX SPOT or upon bilateral agreement of the Parties, according to the terms of the Market Data Agreement.

From time to time, we may offer certain promotions for eligible purchases or eligible customers. Please ensure that you read the terms of the promotion and enter any applicable Promotional Code on the Payment Page or the Order Recap. If your Promotional Code qualifies, your deduction will be displayed in the payment summary. Please note that we reserve the right to cancel orders in the event that an unauthorized Promotional Code is used. A Promotional Code cannot be applied retrospectively to orders that have already been placed.

If an error is discovered in the price of any Information Product you have ordered prior to our delivery it to you, we will: (i) where the correct price is lower, refund you the difference or reduce the balance of the price payable to us; or, (ii) where the correct price is higher, contact you and offer you the option to either confirm your order at the correct price or cancel your order. We do not have an obligation to provide any Information Product to you at a lower price where we have made a pricing error and we notify you of the error before we have dispatched your order.

2.6. Payment methods

Full payment is required to complete the order and before it can be delivered to you. We may accept the following payment methods:

- Visa Credit, Visa Debit, Visa Electron, Master Card Credit, Master Card Debit, American Express, JCB and Paypal.

- Bank transfer to the bank account details mentioned in the (pro format) invoice.

In the event that the sum due from you for your order cannot be debited or charged for whatever reason, your order will be cancelled. By making an offer to purchase our Information Products, you authorize us, to the extent permitted by applicable law, to perform credit and anti-fraud checks on you and the payment mechanism that you have provided. These checks may be required, amongst other things, to authenticate your identity, to validate your credit or debit card, to obtain an initial credit or debit card authorization and/or to authorize individual purchases. You authorize us to disclose information provided by you, including personal information, to third parties such as banks and the providers of credit reports for the purposes of these checks, and acknowledge that such parties may keep a record of that information. You further agree and acknowledge that we may make the information we receive from such checks available to third parties including fraud prevention and credit reference agencies. We reserve the right to put in place additional payment security systems from time to time.

Your payment (methods) information may be stored in Your Account. For more information, see our Privacy Policy. For added security, the billing address you provide must exactly match the address mentioned in your payment methods. The processing of your order may be delayed if these addresses are different.

We will prosecute any fraudulent activities relating to any attempt to reverse or seek a refund of a valid charge for an order that has been properly fulfilled and delivered to you.

2.7. Order tracking and delivery

Once the payment of your order has been confirmed, we endeavor to put the Information Product(s) at your disposal on the dedicated Specification (Website, FTP or any other mean) or perform the Service within five (5) to ten (10) working days of confirming your order (working days exclude Saturdays, Sundays and Public holidays).

Once your order is placed, we will send an e-mail confirming the details. Your Order History on the Website lists the current status of all orders, including pending and cancelled ones. You may check your order status through the Order History area of Your Account or the Track Your Orders option.

We require a signature for all Information Products purchased using this Website or any other mean, either by (e-)accepting the General Conditions or (e-) signing the Specific Conditions.

3. Information Product and Licensed Information Product

3.1. Definition and scope

3.1.1. You shall select the usage of the Information Product during the ordering process, by filling a questionnaire. It will be also reflected in the Market Data Agreement It must also be specified as of when the Fee for use of this Licensed Information Product shall commence. By default, it will be the Effective Date. The Information Product chosen by you will be licensed and become subject matter of the Market Data Agreement upon confirmation by us per e-mail.

3.1.2. Subject to the Information Product chosen in accordance with Section 3.1.1, which you get access to during the term of the Market Data Agreement, you are herewith granted a right of use of the Licensed Information Product summarized in the Catalogue, as well as a worldwide, non-exclusive and non-transferable Information Product Usage right of :

a) Internal Usage in unchanged format;
b) External Usage:
    1) dissemination to:
        i Subscribers and Service Providers for an exclusive Internal Usage;
        ii Your Affiliated Companies which in turn use the Licensed Information Product for Internal Usage and shall sign Specific Conditions with EPEX SPOT;
        iii Affiliated Companies of the Subscriber(s) which in turn use the Licensed Information Product for Internal Usage.

2) Internet/TV Broadcasting, display on a website, publicity, consultancy, commercial reports, indexation for billing purposes or any other External Usage, without this list being exhaustive.

c) Derived Usage by :
   1) You;
   2) Subscribers;
   3) Affiliated Companies;
   4) Service Providers.

The use of the Licensed Information Product includes, subject to the limitation provided by the Market Data Agreement , the right to store, edit, process, alter, manipulate, translate, package, distribute the provided Licensed Information Product and prepare and distribute Derived Information Product.

3.2. *Usage of Licensed Information Product*

3.2.1. Licensed Information Product chosen in accordance with Section 3.1.1 determines the scope of the Information Product and Information Product Usage granted to you.

3.2.2. Licensed Information Product can be used or disseminated by/to the Contracting Party, Subscribers, Affiliated Companies and Service Providers, in accordance with Section 3.1.1 which determines the scope and subject to Articles 4.2. The Users, the case may be, shall be registered in Your Account section and the case may be, mentioned in the Specific Conditions.

3.2.3. Any Information Product Usage not referred in Section 3.1.2 is strictly forbidden unless express prior written consent of EPEX SPOT is granted. In particular, including but not limited to Derived Usage, the Market Data Agreement does not create any right for you or any User, to use the Information Product to create any tradable financial product listed on an exchange or any index (i.e. any numerical representation of the value or volatility of a market or market sector calculated from time to time on a standard basis, in order to reflect movements in the underlying constituents) to be used as reference price underlying such tradable financial products nor any other Index as defined by the Benchmark Regulation EU 2016/1011. You shall reflect in written this obligation in your contracts or relationship with Users.

3.2.4. Upon termination of the Market Data Agreement, you and your Users, shall no longer use the Licensed Information Product in any manner.

3.2.5. Specific to External Usage of Licensed Information Product with Affiliated Companies

3.2.5.1. You shall notify EPEX SPOT via the Website or any other written or electronical mean of your Affiliated Companies with details as to companies' details (name, addresses, number of registrations, place of registration) and Internet addresses (URLs). This may be registered in Your Account section. Changes to Affiliated Companies shall be submitted promptly and, in any event, new Affiliated Companies shall be notified before the commencement of the dissemination of Information Products to them.

3.2.5.2. Please notice that Affiliated Companies not notified to EPEX SPOT shall be treated like Subscribers.

3.2.5.3. For the Affiliated Companies of the Contracting Party, the provisions of the Market Data Agreement shall apply *mutatis mutandis a*nd they shall sign Specific Conditions with EPEX SPOT as well.

3.2.6. Specific to External Usage of Licensed Information Product with Service Providers

3.2.6.1. For the avoidance of doubt, the Service Provider may only access the Licensed Information Product for the strict purpose and for the duration needed for the performance of its obligations. All services and/or products provided via a Service Provider shall be clearly branded as services and/ or products of the Contracting Party or an Affiliated Company of the Contracting Party,

covered by this Market Data Agreement. Service Providers are not allowed to distribute Licensed Information Product under their own logo, brand and/or name, not even in the form of co-branding together with your logo, brand and/or your name.

3.2.6.2. The External Usage of Licensed Information Product with Service Providers is permitted only if EPEX SPOT has expressly approved it via the Website or any other written or electronical mean. You shall in this regard provide EPEX SPOT with details as to companies' details (name, addresses, number of registration, place of registration), Internet addresses (URLs) and the services rendered by the Service Providers to you or your Users. The details may also be registered in Your Account section and the case may be, in the Market Data Agreement. Changes to Service Providers shall be submitted promptly, the case may be, give raise to an amendment to the Market Data Agreement and in any event, new Service Providers shall be submitted before the dissemination of Licensed Information Product to them.

3.3. Rights on the Information Product

3.3.1. You agree and procure that third party to whom Information Product have been directly or indirectly provided acknowledge that EPEX SPOT has sole ownership, right and control of all Property Rights regarding those Information Product which do not originate from Third-Party Rights' Holders .

3.3.2. You further agree and procure that third party to whom Information Product have been directly or indirectly provided acknowledge that the Property Rights to Information Product originating from Third-Party Rights' Holders belong to the relevant Third-Party Rights' Holders and that EPEX SPOT has the distribution rights to such Information Product.

3.3.3. Neither the Market Data Agreement nor the disclosure, access or use of any Information Product shall affect the Property Rights or be construed as granting any Property Rights on the Information Product to the Contracting Party or any other User.

3.3.4. For the avoidance of doubt, the Property Rights in any Derived Usage created by the Contracting Party or any other User, to the extent allowed pursuant to Article 3.1 and compliant with Article 4.2, will rest with the creator of the Derived Usage.

3.4.Reference

3.4.1. When distributing the Licensed Information Product (in particular within the course of marketing measures), you shall name EPEX SPOT as the source of the Information Product as far as technically feasible, and as a minimum the reference: "Source: EPEX SPOT SE"). A clearly visible reference to an accordingly designed footnote will be sufficient in this respect.

3.4.2. You shall ensure that the use of the Licensed Information Product by you and your Subscribers shall be in a manner which ensures that EPEX SPOT is named as the source where information is displayed, and as a minimum: "Source: EPEX SPOT SE"). A clearly visible reference to an accordingly designed footnote will be sufficient in this respect.

4. Rights, obligations, warranties and liabilities of the Parties and other Users

4.1. Rights and obligations of EPEX SPOT

4.1.1. Obligations of EPEX SPOT regarding the provision of Services

4.1.1.1. We shall use reasonable efforts (i) to ensure that the Information Product made available to you, as well as the Services provided to you have been and will continue to be developed with due care and skill in a professional manner and is accurate, current and complete and that the sources of the Information Product are reliable and (ii) promptly correct or complete any errors or omissions we may be aware of and then retransmit the corrected or completed Information Product to you and (iii) to ensure that the Information Product will continue to be provided to at

least the same standard in terms of quality, quantity and timeliness as at the date when it was formally accepted by you as meeting the coverage, timeliness, accuracy levels and specifications as agreed between us.

4.1.1.2. We shall provide you with Information Product of as good quality and quantity (including, but not limited to, in terms of consistency, accuracy, timeliness and comprehensiveness) as the Information Product we make available to other third parties having access to the same Information Product as you.

4.1.1.3. We reserve the right to interrupt or suspend the provision of the Information Product, at any time, due to technical reasons. We also reserve the rights to temporarily reduce or suspend your access to the Information Product without any prior notification, provided that we have legitimate grounds to deem such action necessary to ensure the continuity and/or security of our services and activity or in case of exceptional circumstances. In this event, we will notify you as soon as possible.

4.1.1.4. In the same vain, we also reserve the right to modify, reduce or extend the scope of contents and the format of the Information Products provided, including through our API. If the change is a major change as per Article 6.2.1, we shall provide you at least sixty (60) days prior written notice. However, where a major change is required to ensure the continuity and/or security of our API, services and activity or in case of exceptional circumstances, we may not provide you any notice.

We shall not be liable for any delay or failure in transmission and / or receipt of Information Products via our API.

4.1.2. Audit

4.1.2.1. EPEX SPOT shall be entitled to carry out an Audit at the Contracting Party, its Affiliated Companies and Service Providers, White Labelling partner as well as Subscriber of Real-time Information Product for purposes of the verification of compliance to the Market Data Agreement and in particular the remuneration of the Information Product Usage and the technical infrastructure. You shall be obliged to ensure that EPEX SPOT or the Auditors instructed by us, as the case may be, receive access to the relevant documents and the technical infrastructure at your site or the site of your Service Provider, as well as the sites of the Subscriber of Real-time Information Product. EPEX SPOT may additionally request you with documents as well as electronic data files for the purpose of further examination which you undertake to provide.

4.1.2.2. The aforementioned Audit right of EPEX SPOT remains for a time period of two (2) years after termination of the Market Data Agreement. You have to ensure that EPEX SPOT may exercise its Audit right also at the Service Providers, the Subscribers for Real-time Information Product during a period of at least two (2) years after (a) termination of the Market Data Agreement or (b) an earlier termination of the service agreement with the relevant Service Provider or the Vendor Service Agreement with the relevant Subscriber, as the case may be.

4.1.2.3. Notwithstanding any other rights under the Market Data Agreement, if you refuse the conduct of a duly announced Audit and, therefore, fail to comply with your obligations under Section 4.1.2, or if you, in spite of a written demand by EPEX SPOT or one of its instructed Auditors, do not (i) provide access to certain relevant documents (e.g. Honesty Statements) or technical infrastructure (e.g. Entitlement System) at your site or the site of your Service Providers, White Labelling partners or Subscribers of Real-time Information Product, or do not (ii) deliver requested relevant documents or electronic data files, EPEX SPOT shall, until the due performance of the obligations, deriving from Section 4.1.2, at its choice, be entitled to:

a) preliminarily estimate an assumed supplementary payment on the basis of appropriate criteria (e.g. reports of the past or reports by comparable companies, as the case may be) in accordance with its reasonably exercised discretion and invoice such estimate as an on-account payment; and/or
b) suspend the delivery of Information Product or the license for the Information Product Usage until the proper compliance with the obligations under Section 4.1.2; and/or
c) to make the continuation of the Market Data Agreement subject to the payment of reasonable costs due.

4.1.2.4. As far as the documents or the technical infrastructure necessary, as the case may be, for the correct determination of the billing basis do not exist at the Contracting Party, its Service

Providers, White Labelling partners or Subscribers of Real-time Information Product, as the case may be, EPEX SPOT shall have the rights under Section 4.2.4 *mutatis mutandis*.

4.2. Rights and obligations of the Contracting Party and other Users

4.2.1. Rights and obligations related to the External Usage of Information Product

The Contracting Party shall:

(i) ensure the External Usage of Licensed Information Product with Subscribers is subject to the conclusion of a binding Vendor Service Agreement between the Contracting Party and the relevant Subscriber. Such Vendor Service Agreement shall:

a. be concluded in writing;

b. ensure that the rights granted on the Licensed Information Product is not extended;

c. contain the restriction of this Section 4.2.1.

(ii) procure that all Users comply with their obligations under the Market Data Agreement and in particular the Contracting Party shall:

a. ensure that its Users may take notice from all changes to the Market Data Agreement which are relevant to them before such changes enter into effect;

b. maintain effective control mechanisms for the prevention of unauthorized use of Information Product by Users;

c. should a User use Information Product in an unauthorized manner, the Contracting Party shall notify EPEX SPOT thereof immediately and shall ensure by taking appropriate measures (if necessary by suspending the supply of Information Product) that the unauthorized use of Information Product ceases immediately, at the latest within 30 days as of knowledge thereof. In the case of extraordinary grave violations, EPEX SPOT shall be entitled to demand an immediate cessation of the Information Product supply to the User in question and seek Contracting Party liability;

d. upon reasonable notice from EPEX SPOT, the Contracting Party will use commercially reasonable efforts to assist the persons designated by EPEX SPOT with performing an Audit of User Locations as permitted by the Vendor Service Agreement between the Contracting Party and such User;

e. on behalf of EPEX SPOT, the Contracting Party will assess and collect from any User that does not have a direct agreement with EPEX SPOT, any fees, interest, damages and penalties to be due to EPEX SPOT from non-compliant User (including any sums deriving from such third party's agreements with the Contracting Party) on account of such User non-compliant reception, use or retransmission of Product; and

(iii) upon request from EPEX SPOT, stop to redistribute the Product to User.

4.2.2. Honesty Statements and Declaration of Compliance

4.2.2.1. As far as due to technical reasons you do not maintain a reliable electronic Entitlement System for the tracking and administration of all Access IDs entitled at your Subscribers, the Honesty Statements to be requested by you are of material importance. Honesty Statements belong, in particular, to the essential administrative measures within the meaning of Section 4.2.4 by which you shall ensure in your business and the business of your Subscribers that the correct number of entitled Access IDs can be reported to EPEX SPOT, if requested.

4.2.2.2. You shall at least on a quarterly basis, request from the relevant Subscribers, Honesty Statements confirming the number of Access IDs entitled for the individual Information Products. If the entitlement of an Access ID commences or ceases during the period which is covered by the Honesty Statement (quarter or month), then the commencement or finish date shall be shown in the Honesty Statement and taken into account in the Reporting. The Subscribers shall provide you with the Honesty Statements until the 15th day of the month following the end of a quarter, so that the Honesty Statements can be taken into account in the monthly report for the last month of the quarter. The correctness of the Honesty Statements is to be checked by you by appropriate measures. The measures of control carried out by you shall be documented.

4.2.2.3. EPEX SPOT shall retain the right to request from you to the de-entitlement of those Subscribers which have failed more than once within a calendar year to comply with the deadline for submitting the Honesty Statements as is set out in Section 4.2.2.2 above. For this purpose, you shall notify EPEX SPOT about any repeated exceeding of the deadline, if requested.

4.2.2.4. EPEX SPOT shall be entitled to request from you at any time, also outside a formal Audit, the submission of Honesty Statements as well as the documentation regarding the measures of control carried out in accordance with Section 4.2.2.2 above. For this purpose, you shall provide EPEX SPOT upon request at least with copies of the Honesty Statements and the documents regarding the checks of their correctness.

4.2.2.5. If EPEX SPOT has gained knowledge (e.g. within the course of an Audit) that you fail to request Honesty Statements in accordance with the stipulations in Sections 4.2.2.1 and 4.2.2.2 above and/or to control the correctness of the Honesty Statements by appropriate measures in accordance with Section 4.2.2.2 above, EPEX SPOT shall until the implementation of a proper process for the request and control of the Honesty Statements at its choice be entitled:

a) to preliminarily estimate the remuneration to be paid (including remuneration to be paid retroactively for the past) on the basis of appropriate criteria (e.g. reports of other companies which are comparable with respect to the number of employees, turnover figures and other key figures) in accordance with its reasonably exercised discretion and to invoice the remuneration so estimated; and/or

b) to suspend delivery of Information Product or the license for the Information Product Usage; and/or

c) to make the continuation of the Market Data Agreement dependent upon the payment of reasonable corresponding costs for an Audit (full amount or advance); and/or

d) to make the continuation of the Market Data Agreement dependent upon the direct conclusion of Market Data Agreements with certain or all of your Subscribers.

4.2.2.6. The right to terminate the Market Data Agreement with as well as without notice in accordance with Section 5.1.6 shall remain unaffected.

4.2.2.7. Moreover, the External Usage of Licensed Information Product may also be subject to the signature by the Subscribers and Service Providers of a Compliance Declaration according to which they commit to make use of the Licensed Information Product according to the terms of the Market Data Agreement. The above-mentioned rights and obligations of the Parties will then also apply to the Declaration of Compliance.

4.2.2.8. Both Honesty Statements and Declaration of Compliance, if any, shall be registered in Your Account section and/or provided to EPEX SPOT via the Website or any other written or electronic mean.

4.2.3. Remuneration and Units of Count

4.2.3.1. You undertake to pay the remuneration in accordance with the price stated either on the Website or in the Market Data Agreement, according to the Product Catalogue recap ("**Catalogue**") in Annex. These prices, as well as the content of this Catalogue, may be modified from time to time by EPEX SPOT. As far as the payment of the remuneration by you is subject to Value Added Tax, the statutory Value Added Tax shall be deemed added to the remuneration set out in the Market Data Agreement. The remuneration is due without any deduction of taxes (e.g. withholding tax or others) and shall exclusively apply for the relationship between EPEX SPOT and you for the purpose of the Market Data Agreement. It does not represent a guideline or recommendation for the fees which you agree in turn with your Subscribers. You shall be completely free regarding your price structure.

4.2.3.2. The Fee includes the Data Fees and the Distribution License Fees, if any, which will be charged from you as of the Effective Date according to the Catalogue and the terms of the Market Data Agreement, either during the ordering process (upfront payment) or upon receipt of invoices.

4.2.3.3. Unless provided otherwise in the Specific Conditions, access to Real-time Information Product may be controlled and recorded for the Reporting by one of the following Units of Count, when available:

a) Access ID

A netted Reporting of Access IDs for one or several Information Product Suppliers shall not be permitted. The sharing of an unique Access ID amongst several Users is not permitted. The use of a unique Access ID for more than one Device (simultaneous access) shall be allowed if:

i) regardless of a real use of these accesses, any further potential access is reported accordingly with the appropriate number and paid; or
ii) the User cannot access Licensed Information Product via more than one Device simultaneously due to technical reasons; or
iii) the Contracting Party directly reports the Internal Usage of the Information Product in question to EPEX SPOT and ensures by specific administrative regulations for the Internal Usage of Information Product (e.g. within compliance policies or other rules with labor sanctions) that only the User registered under the respective Access ID has access to Licensed Information Product. Such a netting via multiple accesses is permitted for the Internal Usage by the Contracting Party only and is not available for its Subscribers. EPEX SPOT shall be entitled to request from you at any time, also outside a formal Audit, the documentation regarding the aforementioned regulations.

b) Single Quote

c) Physical User ID

The Physical User ID allows a summarized Reporting of the Entitlement of Information Product received from one or several Information Product Suppliers per User (netting), even if the access to the Information Product for the User concerned is entitled via several Access IDs. Such netting via one or several Information Product Suppliers is permitted only for the Internal Usage of the Contracting Party and is not available for Subscribers which have not entered into a Market Data Agreement with EPEX SPOT. The use of Physical User IDs as Unit of Count which enables a netting via several Information Product Suppliers triggers specific Data Fees in accordance with the Specific Conditions You have to choose in advance via the Website, or any other written or electronical mean whether the Reporting of your Internal Usage shall be made on the basis of Physical User IDs or on the basis of Access IDs. A Reporting on the basis of Physical User IDs requires prior approval by EPEX SPOT. Within the course of the approval process, you shall, inter alia, submit a test Reporting with specifications on the Information Product Suppliers, Subscriber Codes, the number of Physical User IDs, the netting process and the market data management system employed for the netting. Moreover, during the approval process, EPEX SPOT shall be granted the opportunity to inspect on-site the netting process of the Contracting Party and the market data management system employed for the netting.

After the approval by EPEX SPOT of the Reporting of the Internal Usage on the basis of Physical User IDs, EPEX SPOT will notify the Information Product Suppliers about such Reporting.

As the Reporting and payment is directly performed by you, the Information Product Suppliers shall use specific Product Codes for the Reporting of your Internal Usage. Such specific Subscriber Codes will not trigger any Data Fees.

If you choose a Reporting of your Internal Usage on the basis of Physical User IDs and EPEX SPOT accepts it, such decision shall apply to your entire Internal Usage of all Information Products. You will then no longer be allowed to report parts of your Internal Usage (e.g. regarding certain Information Products) on the basis of Access IDs. Exempt from this is the Internal Usage on the basis of Access IDs “without automatic update” which shall be respectively reported and paid additively. A change of the Reporting of the Contracting Party's Internal Usage back to Access IDs as Unit of Count is only possible via the Website or any other written or electronical mean upon 60 days’ notice with effect to the end of a calendar month. Such change will again cover your entire Internal Usage of all Information Products.

d) Any other Unit of Count as specified in the Market Data Agreement.

4.2.3.4. The Fee shall be paid according to the terms of the Catalogue and before delivery of the Information Product or performance of the Service. In any case, all invoices shall be due and payable immediately within fourteen (14) days. If the amounts invoiced are not paid in full within the due date mentioned in the related invoice, the due amounts are increased, by right and without the need for a formal notice to pay, by a one-time recovery fees of forty (40) Euros and any additional recovery costs as duly documented, in addition to interests for late payments, applicable for each day after the due date, at a rate equal three (3) times the legally chargeable

interest rate (article. L.441-3 of the French Commercial Code). These recovery fees and interests for late payments are due as from the day following the due payment date mentioned on the invoices. The right of EPEX SPOT to obtain further compensation for further default damages shall remain unaffected.

4.2.3.5. Moreover, if, after the expiration of the 14 days' deadline, you fail to pay an outstanding invoice within a further deadline of 14 days set or not in a written demand for payment, EPEX SPOT shall at its choice be entitled to:

a) suspend the supply of the Licensed Information Product or the license for the Information Product Usage, as the case may be, until all outstanding invoices are settled in full, and/or
b) terminate the Market Data Agreement for cause under Section 5.1.6 shall remain unaffected.

4.2.3.6. The remuneration specified in the Market Data Agreement may be amended by EPEX SPOT unilaterally, without limitation, in the following cases:

a) the content of the Licensed Information Product has been expanded;
b) the value of the Licensed Information Product has increased;
c) the costs for making the Information Products available have increased;
d) the structure of the remuneration for the Information Products shall be changed partially or in total; or
e) an adaptation of the remuneration is necessary in order to adapt the fee level of EPEX SPOT to the respective fee level of other international exchanges or other comparable Information Product suppliers and Information Product providers.

4.2.3.7. Adjustments of the Fee shall be made by EPEX SPOT according to its reasonably exercised discretion, taking adequately into account your legitimate interests. Fee changes will be announced with at least 60 days' notice. Unilateral changes of the Fee by EPEX SPOT not falling under the cases listed above shall entitle you to terminate with 30 days' notice the Information Products affected or, alternatively, the entire Market Data Agreement, effective at the time the unilateral Fee changes take effect.

4.2.4. Reporting

4.2.4.1. When disseminating Real-time Information Product, you shall ensure by appropriate technical and administrative measures in your business and the business of your Subscribers that the real number of the relevant Units of Count (e.g. the entitled Access IDs, the allocated Physical User IDs and/or the single quotes) supplied by you can be reported to EPEX SPOT.

4.2.4.2. Your ability to prepare proper, that means, in particular, correct and complete, reports is a condition precedent for the conclusion of the Market Data Agreement and is to be proven upon request by EPEX SPOT any time. As far as EPEX SPOT has gained knowledge (e.g. within the frame of an Audit) that you fail to maintain the necessary technical and administrative requisites for a proper Reporting, EPEX SPOT shall at its choice be entitled, without limitation nor prejudice to any other rights EPEX SPOT may be entitled to under the Market Data Agreement or law, to:

a) preliminarily estimate the remuneration to be paid (including remuneration to be paid retroactively for the past) on the basis of appropriate criteria (e.g. reports of comparable other companies) in accordance with its reasonably exercised discretion and to invoice the remuneration so estimated; and/or
b) suspend delivery of Information Product or the license for the Information Product Usage until a proper Reporting has been established; and/or
c) make the continuation of the Market Data Agreement dependent upon the payment of reasonable costs (full amount of advance) for an Audit; and/or
d) make the continuation of the Market Data Agreement dependent upon the direct conclusion of Market Data Agreements with all or certain of your Subscribers; and/ or
e) prohibit the Reporting of the Internal Usage on the basis of Physical User IDs;
f) the right to terminate the Market Data Agreement with as well as without notice in accordance with Section 5.1.6 shall remain unaffected.

4.2.4.3. The Contracting Party may also report its own Internal Usage of the Licensed Information Product in form of entitled Access IDs (or, subject to the requirements in Section 4.2.3.3 c), on the basis of the Physical User IDs), except for the Usage of the Information Product by the Contracting Party for purposes of the development, operation, testing and quality control of the systems employed for the External Usage of the Information Product. Such exception from the Reporting obligation is not available for the Subscribers, i.e. regarding the Subscribers also the Internal Usage of the Information Product for purposes of the development, operation, testing and quality control of the systems employed is always to be reported.

4.2.4.4. You shall electronically transmit to EPEX SPOT, including via the Website or any other written or electronical mean, the monthly Reporting figures by the 15th day of the consecutive month ("**Reporting Deadline**"). The Reporting obligation under Section 4.2.4 is fulfilled only if the Reporting is carried out correctly so that EPEX SPOT can automatically process the Reporting figures. In the case of late delivery of the Reporting figures, EPEX SPOT shall be entitled, without any reminder, to charge for the period of delay interest on the remuneration resulting from the Reporting at the rate set under section 4.2.3.4 above. The right of EPEX SPOT to the compensation of further damages resulting from default shall remain unaffected. Corrections to the reports which lead to lower variable fees are possible only within six (6) months after the Reporting deadline within the meaning of the first sentence.

4.2.4.5. You shall report in case of a billing per Access ID or Physical User ID the number of all entitled Access IDs or of all allocated Physical User IDs, as the case may be, irrespective of its actual use and in case of a billing per single quotes the number of all single quotes.

4.2.4.6. If you have not transmitted the outstanding report until the end of the month following the Reporting Deadline, EPEX SPOT shall at its choice be entitled to:

a) preliminarily estimate the remuneration to be paid on the basis of appropriate criteria in accordance with its reasonably exercised discretion and to invoice the remuneration so estimated as a payment made in advance; and/or
b) suspend delivery of Information Product or the license for the Information Product Usage until the proper delivery of the outstanding reports; and/or
c) make the continuation of the Market Data Agreement dependent upon the payment of reasonable costs (full amount of advance) for an Audit;
d) the right to terminate the Market Data Agreement without notice under Section 5.1.6 shall remain unaffected.

4.2.4.7. The documents and data files as well as the records produced by the Entitlement Systems employed which are important for the Reporting and the Audits shall be retained by you for a minimum of five (5) years and must be made available to EPEX SPOT in the event of an Audit. You shall further ensure that also the Subscribers for Real-time Information Product and Service Providers retain the documents and data files as well as the records produced by the Entitlement Systems employed which are important for Audits for a minimum of five (5) years and make them available in the event of an Audit.

4.2.4.8. In the event of incorrect or incomplete representations in the Reporting, in particular regarding the Entitlement, as well as in the event of missing reports in spite of a Reporting obligation on your part, the remuneration missed by EPEX SPOT due to the improper Reporting shall be paid retroactively. In this regard, EPEX SPOT shall be entitled to demand interest pursuant to Section 4.2.3.4 as of that point in time when interest would have accrued in the case of correct Reporting.

4.2.4.9. In the case of incorrect or incomplete representations made willfully or gross negligently in the reports, in particular regarding the Entitlement, or in the case of a willful or gross negligent failure to report in spite of a Reporting obligation on your part, EPEX SPOT shall be entitled to charge an exceptional fee in addition to the remuneration to be paid retroactively in accordance with Section 4.2.4.8, which shall at maximum equal the remuneration to be paid retroactively including interest.

4.2.5. Other Obligations of the Contracting Party

4.2.5.1. At the request of EPEX SPOT, you shall provide us with an overview of your company, in particular regarding the object, corporate structure, experience in the fields of data dissemination and data security, and the hardware and software used (including user administration,

Entitlement System and security concepts). With regards to the information given to EPEX SPOT by you, the confidentiality obligation of EPEX SPOT deriving from Section 4.3 shall apply in full.

4.2.5.2. You are strictly advised to validate the accuracy and the completeness of the Information Product delivered via an automated data validation system.

4.2.5.3. You are responsible for the compliance of your application with the technical requirements, Specifications and rules set forth by EPEX SPOT. Therefore, you acknowledge and agree that in any case and pursuant to your obligation to ensure the proper functioning of the EPEX SPOT Markets, we reserve the right to deny or limit the access of any Member or User to the Trading System, API or any other Information Product through an application which could endanger their stability. The access to the application or any update of the application developed or used by you shall be subject to the successful Conformance Test. Upon successful Conformance Test of your application by EPEX SPOT (i.e. your application complies with our technical requirements), we will inform you that your application is authorized to access the EPEX SPOT Markets, Trading System, API or any other Information Product.

4.2.5.4. In providing Members with access to EPEX SPOT Markets through your application, you shall ensure that each Member has access only to the EPEX SPOT Market segment it has subscribed at EPEX SPOT. With regards to Information Product, which is transmitted electronically, you shall be responsible for making sure that you or the Member fulfil the required technical preconditions for receipt thereof at any time. EPEX SPOT may not be held liable for any malfunctions or failures of transmission which are attributable to a lack of compliance with your technical preconditions.

4.2.6. Obligations of the Users

4.2.6.1. Users:

(i) Shall not use Information Product to create any tradable financial product listed on an exchange or any index (i.e. any numerical representation of the value or volatility of a market or market sector calculated from time to time on a standard basis, in order to reflect movements in the underlying constituents) to be used as reference price underlying such tradable financial products nor any other Index as defined by the Benchmark Regulation EU 2016/1011;

(ii) Shall not have any Property Right on the Information Product;

(iii) May be requested to sign the Declaration of Compliance referred to under Section 4.2.2, prior to the use of Information Product.

4.3. Confidentiality and data protection

4.3.1. The Parties shall keep confidential all Information Product and information, whether or not marked as confidential, including but not limited to Test Market Data, presentations, individual assets, financial information, software, directly or indirectly related to the Market Data Agreement and exchanged in the framework of its negotiation or implementation, unless:

a) Such Information Product and information has become public knowledge otherwise than in breach of the Market Data Agreement;

b) to the extent disclosure is ordered by a state, provincial or federal agency, authority, court or tribunal of competent jurisdiction, including a securities regulatory authority, provided that such Party gives prompt notice to the other Party, if legally permitted

c) disclosure is made in confidence to their professional advisors or service providers (who are subject to confidentiality obligations); or

d) as far as solely General Conditions are concerned, disclosure is made to Users and Authorized Distributors relating to such Users' and Authorized Distributors' receipt and/or use of Information Product.

e) These Information Product shall also be treated as "trade secrets" according to the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business Information Product (trade secrets) against their unlawful acquisition, use and disclosure, and the transposing French Law *LOI n° 2018-670 du 30 juillet 2018 relative à la protection du secret des affaire*s, which the Contracting Party and Users also commit to comply with.

4.3.2. Save as provided above, disclosure may only be made with the prior written consent of the other Party. In particular it is agreed that (i) Information Product is not considered as confidential Information Product

under the Market Data Agreement and (ii) all Information Product and Data provided by or relating to the Contracting Party and its Authorized Distributors and Users of which EPEX SPOT may become aware during the term of the Market Data Agreement shall be treated as confidential.

4.3.3. Within the frame of the preparation, negotiation or performance of the Market Data Agreement, the Parties may receive and/or collect Personal Data of employees or any other representative of the Parties, or any other natural persons (the "**Data Subject**").This includes among others their contact details (name, email and postal address, phone number, identification documents) and connection details ("**Personal Data**"). When the Personal Data is collected directly by EPEX SPOT, any detail related to the processing of such Personal Data, including the rights of Data Subjects, is available in EPEX SPOT Privacy Policy When the Personal Data is collected indirectly via the Contracting Party, the latter warrants that the collection and processing of Personal Data by it, including the transfer itself by it to EPEX SPOT, has been and, up to the moment of the transfer, will continue to be carried out in accordance with all applicable data privacy regulation. EPEX SPOT can thus freely process Personal Data. Moreover, the Contracting Party commits to comply with all applicable data privacy regulation while processing the Personal Data provided by EPEX SPOT. In case the Contracting Party is located outside the European Union and in a country which does not have an adequate level of protection, the Contracting Party commits to adhere, sign and comply with the Standard contractual clauses for the transfer of personal data from the Community to third countries, according to the Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries (see Annex 2). Notwithstanding Section 4.5, if EPEX SPOT is held liable by a Data Subject for any breach of applicable data privacy regulation due to the processing of Personal Data collected indirectly via the Contracting Party, the latter will indemnify EPEX SPOT for any cost, charge, damages, expenses or loss it has incurred.

4.4. Intellectual Property Rights

4.4.1. Any Intellectual Property Rights in the Services which form the subject of the Agreement shall remain EPEX SPOT's property. In particular, EPEX SPOT have sole exclusive rights and control over all SPOT Market Data.

4.4.2. A right of use regarding the Information Product provided may be granted in the Agreement.

4.4.3. The Agreement does not involve the transfer of any Intellectual Property Rights to the Contracting Party, even regarding the information we share with you (including but not limited to software specification and Test Market Data). Your right of use regarding that information is only granted within the limit and under the condition established by the Agreement. For the avoidance of doubt however, the Intellectual Property Rights in any Derived Information Product created by the Contracting Party or by a User, to the extent allowed by the Agreement, will rest with the creator of the Derived Information Product.

4.4.4. In respect of rights of the Contracting Party or any User to create Derived Information Product, the Agreement does not create any tradable financial product listed on an exchange or any index (i.e. any numerical representation of the value or volatility of a market or market sector calculated from time to time on a standard basis, in order to reflect movements in the underlying constituents) to be used as reference price underlying such tradable financial products without entering into a specific agreement with EPEX SPOT. The Contracting Party shall include such a provision in agreements with Users and Authorized Distributors and make them aware of the provisions of this Section 4.4.4.

4.4.5. In order to protect the trade secrets and other Intellectual Property Rights of EPEX SPOT, you warrant that you will not reverse engineer, disassemble, or otherwise attempt to derive the source code from of any system put at your disposal.

4.5. Warranties and liabilities of the Parties

4.5.1. We do not provide any guarantee with regards to the fact that the Information Product which is updated on a Realtime basis is made available at a given point in time, complete or free of errors. Under certain circumstances, there might be delays in the transmission of the Information Product. We may not be held liable for any delays or failures of transmission and / or receipt.

4.5.2. Without prejudice to other provisions of the Market Data Agreement, we (a) do not accept any liability for the accuracy, the completeness, correctness and timeliness of the Information Product, including partial

or complete unavailability of the Trading System or the access to the Test Market Data and (b) cannot guarantee that the Information Product will be provided without interruption and with complete availability.

4.5.3. The Information Product is exclusively made available for the purpose of Information Product and do not constitute any investment counselling. None of the Information Product establishes an offer to sell or advertisement regarding offers for the purchase of Products which are traded on the exchange.

4.5.4. We shall not be held liable toward you or any of your client using the application developed by you for any losses, damages, costs or expenses arising from such use of the application, including, but not limited to, loss of profits, loss of use, direct, indirect, special, punitive, exemplary, incidental, consequential loss or damages. In the same vain, we shall not be held liable for damage unless such have been caused by Material Breach, intentional misconduct, fraud or gross negligence on our part.

4.5.5. Notwithstanding your liability to pay the Fee, our aggregated liability towards you shall not exceed the total amount of the Fee collected by us over a one-year period.

4.5.6. Neither Party will be liable in contract or tort or otherwise for:

a) any indirect, consequential or special losses, even if such Party has been advised of the possibility of such indirect, consequential or special losses; or

b) any acts or omissions of third parties, including but not limited to Users, except as provided under Sections 4.4.3 and 4.4.5. Notwithstanding the forgoing, it being agreed that acts or omissions of your Affiliated Companies, advisors, Service Providers and other third parties dully authorized by you, shall be considered as acts or omissions performed by you.

4.5.7. Each Party represents, warrants and covenants that it has the legal right and full power and authority to execute and perform its obligations under the Market Data Agreement and to grant all rights and licenses granted by it under and in accordance with the terms of the Market Data Agreement.

4.5.8. We represent, warrant and covenant that the Services and the use or access of the Services in accordance with the Agreement does not and will not infringe any Intellectual Property Right or rights of privacy of any third party. Upon notice of any claim related thereto, or, if in our reasonable opinion, such a claim is likely, we will have the right, at our option, to : (a) procure your right to continue to use the Information Product; (b) modify the Information Product so that it becomes non-infringing; or (c) remove the affected Information Product.

4.5.9. However, in case the Licensed Information Product does not originate from us but from Third-Party Rights' Holders, we have no opportunity to review the correctness of the Information Product and cannot ensure the timeliness and completeness of the delivery of such Information Product. Therefore, we do not assume any liability for the correctness, completeness and timely dissemination of such Information Product.

4.5.10. By entering into the Market Data Agreement, you do not enter into any contractual relationship with Third-Party Rights' Holders; thus, you have neither statutory nor contractual claims for damages against them. As a matter of precaution, we both agree that the limitation of liability above shall apply to their benefit mutatis mutandis.

4.5.11. Damage claims of the Contracting Party shall become time-barred after two (2) years as far as the Specific Conditions do not provide for a shorter period and the claims do not derive from an injury of life, body, health or freedom or from willful intent. The deadline shall commence at the end of that year within which the claim has arisen, and you have gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.

5. Term, termination and changes to the Market Data Agreement

5.1. Term and termination

5.1.1. The Market Data Agreement comes into force on the Effective Date, upon signing either on paper or electronically via the Website. This also covers any amendment thereto.

5.1.2. Should your Market Data Agreement not contain Specific Conditions, to be effective, you just need to accept the General Conditions at your initial connection to the Website and/or during the order process. Should your Market Data Agreement contain Specific Conditions, to be effective, they need to be accepted and signed by you either on paper or electronically via the Website. Only natural persons, duly authorized by you, and thus acting as your representatives, can connect to the Website, purchase Product(s), and sign, either electronically or on paper, Market Data Agreement, including accepting these General Conditions. In this regard, you have to provide us with a list of authorized representatives, duly signed by

a legal representative of your company. This list has to be updated on a regular basis and registered on Your Account section.

5.1.3. Once signed, the Market Data Agreement runs for the duration of the Product(s) purchased. It can be terminated by either Party with 60 days' notice with effect as per the End Date .

5.1.4. You shall be entitled to terminate individual Information Products with 60 days' written notice, with effect as per the End Date. This may give raise to, the case may be, an amendment to the Market Data Agreement. In case that after a partial termination in accordance with the first sentence there remains no Licensed Information Product, the partial termination shall be deemed as a termination of the entire Market Data Agreement.

5.1.5. We shall be entitled with 60 days' notice with effect as per the End Date to terminate individual contractual services, in particular Information Products, if such contractual services are ceased in total or materially modified. In the case of such partial termination of the Market Data Agreement by us, you shall in turn be entitled to terminate with 30 days' notice the entire Market Data Agreement, effective at the time at which the partial termination by us becomes effective.

5.1.6. Moreover, each Party shall be entitled to terminate the Market Data Agreement for cause without notice period, in total or in part, regarding certain Information Products and/or types of use. A cause shall, in particular, deem to exist for EPEX SPOT if you, with or without prior written warning:

a) again makes incorrect statements on the invoicing basis; or
b) does not stop the violation of other material provisions of the Market Data Agreement within a deadline of at least 30 days set in the warning.

5.1.7. Any notice of termination shall be submitted in writing and the notice shall be sent by registered mail, courier, service or electronically using an acknowledged signature procedure, including via the Website, and registered in Your Account section; templates of termination notice may also be available there.

5.1.8. Should the Market Data Agreement only consists of these General Conditions, to terminate it, you just need to agree with its termination by ticking the corresponding box on the Website and validate.

5.1.9. The Fee is not refundable upon termination of the Market Data Agreement by the Contracting Party for any reason or in case of breach of the Market Data Agreement.

5.2. Changes

5.2.1. The Market Data Agreement may be unilaterally changed by EPEX SPOT. In case of material changes, you shall be informed at least 60 days before the change's effective date, in written or electronic form, including via the Website. Material unilateral changes of the Market Data Agreement by EPEX SPOT shall entitle you to terminate with 30 days' notice from the change's effective date, the Licensed Information Product affected.

5.2.2. Information Product and Information Product Usage may be changed unilaterally by EPEX SPOT, conditional upon you being given at least 60 days' notice of the changes in written or electronic form, including via the Website. Unilateral changes of the Information Product or Information Product Usage shall entitle you to terminate with 30 days' notice from the change's effective date, the Licensed Information Product affected.

5.2.3. The Fee may be changed unilaterally by EPEX SPOT, conditional upon you being given at least 60 days' notice of the changes in written or electronic form, including via the Website. Unilateral changes of the Fee shall entitle you to terminate with 30 days' notice from the change's effective date, the Licensed Information Product affected, except if it falls under the exceptions listed under Section 4.2.3.7. In such case, the termination condition of Section 5.1.3 shall apply.

5.2.4. Whenever the written form under this Market Data Agreement is required for declarations, such declarations may also be transmitted electronically using an acknowledged signature procedure or via the Website.

6. Other provisions

6.1. Force Majeure

6.1.1. Neither Party shall be responsible for delays or failures in performance resulting from any acts, situation or events beyond the reasonable control of such Party and not due to a default of the affected Party, which cannot be reasonably avoided or overcome, and which makes it impossible for such Party to fulfil temporarily or permanently, its obligations hereunder in accordance with the terms of the Market Data Agreement.

6.1.2. These events include, but are not limited to, natural disasters (storms, floods, weather damage, etc.), fires, total or partial labor strikes, epidemics, transport blocking, computer breakdowns, telecommunications disruptions, computer viruses, international attacks of "hackers" on the computer systems, system unavailability, order of the government or a third party, or any other event not within the reasonable control of either Party to the Agreement.

6.1.3. Any Force majeure event a Party is affected thereby must be notified, whether final or temporary, to the other party and may raise to the termination of the Agreement as provided for under Section 5.1.6.

6.2. Transfer of rights and obligations under the Market Data Agreement

6.2.1. Except as otherwise provided under the Specific Conditions, each assignment or transfer of your rights and obligations deriving from the Market Data Agreement shall require our prior written consent.

6.2.2. Any request for a transfer or assignment of your rights and obligations deriving from the Market Data Agreement must feature the relevant Information Product (name of the company, registered office and number, representative, contact details) about the transferee as well as its commitment to fulfil all the obligations arising out of the Market Data Agreement.

6.2.3. We shall be entitled to transfer this Market Data Agreement with all rights and obligations deriving from it to any third party and we shall therefore be released from all our obligations under this Market Data Agreement.

6.2.4. The invalidity or unenforceability of individual provisions or an omission of the Market Data Agreement shall not affect the validity of the remaining provisions. An appropriate legally permissible provision shall apply in place of the invalid or unenforceable provision which corresponds as closely as possible to the economic content of the invalid or unenforceable provision. In the case of an omission, a provision shall apply which corresponds to that which the Parties intended or would have intended had they been aware of the omission.

6.3. Subcontractors

Each Party is entitled to appoint any subcontractor, provided, for you, a prior written notice to us. You shall remain fully responsible and accountable for the compliance of your service provider(s) or any other subcontractors with the terms of the Market Data Agreement.

6.4. Relationship between the Parties

Nothing in the Market Data Agreement shall be deemed to create a partnership or agency relationship between the Parties and each of them should be considered an independent contracting Party.

6.5. Applicable Law / Legal venue

6.4.1. The Market Data Agreement is governed by French law, to the exclusion of the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto.

6.4.2. All disputes arising out of or in connection with the validity, interpretation, performance, non-performance or termination of the Agreement shall be submitted to the CMAP (Centre for Mediation and Arbitration of Paris, Paris Chamber of Commerce and Industry - 39, avenue Franklin D. Roosevelt, 75008 Paris) Rules of Mediation) and, in the event that no settlement is thereby reached, to the Paris Mediation and Arbitration Centre (CMAP) Rules of Arbitration, to which the Parties undertake to adhere, by three arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in English.

6.4.3. Nothing in Section 6.4.2 shall preclude the Parties from applying for interim or conservatory measures or any other injunctive relief in summary proceedings before the competent courts. The application of a Party

to a judicial authority for such measures or for the implementation of any interim or conservatory measures ordered by the arbitration tribunal shall not be deemed as an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitration tribunal. Any order or provision issued by the judicial authority must be notified without delay to the arbitrators.

6.6. Ancillary agreements / Safeguarding clause

6.5.1. Parties' rights and obligations regarding the object of the Market Data Agreement shall exclusively be governed by the provisions of the Market Data Agreement. Verbal ancillary agreements or assurances have not been made.

6.5.2. The language of the Market Data Agreement is English.

6.5.3. As of 25 April 2019, these General Conditions (the "**New General Conditions**"), which can be amended from time to time, will replace all existing versions of General Conditions (the "**Old General Conditions**"), except for the Specific Conditions entered into or transferred with/to EPEX SPOT before 25 April 2019, which shall still be governed by the Old General Conditions, also available on the Website. These Specific Conditions will be governed by the New General Conditions once amended or terminated and replaced by new Specific Conditions.

6.5.4. Also, these New General Conditions will be available until a new Catalogue will be in place in the course of the year 2019. This new Catalogue will be published together with a new version of the General Conditions, which will automatically replace these General Conditions, without prejudice to Section 5.2.

6.5.5. The Market Data Agreement can only be amended by either accepting new General Conditions online (if the Market Data Agreement does not contain Specific Conditions), or by means of an express written agreement signed by an authorized signatory of each Party, including electronically via the Website or any other electronical mean.

6.5.6. In case individual provisions of the Market Data Agreement are or should become ineffective, this shall not affect the effectiveness of the remainder of the provisions. The ineffective provision shall be replaced with a valid one which corresponds to the intended objective pursued as closely as possible.

6.5.7. The failure of either Party to require the performance of any term or condition of this Market Data Agreement shall not prevent any subsequent enforcement of such term or condition, nor shall it be deemed a waiver of any subsequent breach.

6.7. Notices

Any notice, request, consent, approval or communication under this Market Data Agreement will be sent by registered email, mail, courier, via the Website or any other electronical mean, or delivered in person to the addresses indicated in the contact details either on the Website or in these General Conditions, qualifying as "notices". Notices include the Notices of change and termination and shall be effective from the date of actual receipt at the designated address of a Party, by email, hand, mail, courier, (electronic) registered letter, or other effective delivery method.

Customer Assistance

If you have any questions, comments or complaints about the Product(s) you have ordered, please contact us at:

EPEX SPOT SE
Attention: Market Data Department
5 Boulevard Montmartre

75002 Paris – France

+ 33 (1) 73 03 61 21

If you would prefer to send us an email, you can do so by clicking here.

ANNEX 1 – INFORMATION PRODUCTS CATALOGUE

Market Data Information Products catalogue

23rd June 2021

						Renewal scheme	
Market area	Transmission medium	Data Type	Publication frequency/data period	Product Name	Product Reference	If internal usage	If external usage
AT	Real time via API	All orders and trades M7	Real-time	AT Continuous API Read-only Real Time	AT CONT API RO RT	automatic renewal each year	automatic renewal each year
AT	Real time via API	Auctions Results ETS	Real-time	AT Day-Ahead API Read-only Real Time	AT DA API RO RT	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auction and Continuous Data Products	EOD	AT Auctions and Continuous Data package - EOD	AT A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	AT Auctions and Continuous Data package - Histo (up to Y-1)	AT A + CONT H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Day-Ahead Auction Block Bids - EOD	AT DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Day-Ahead Auction Price and Volumes - EOD	AT DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Day-Ahead Auction Aggregated Curves - EOD	AT DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Day-Ahead Auction Data package - EOD	AT DA A EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Day-Ahead and Intraday Auctions Data package - EOD	AT DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Intraday Auction Block Bids - EOD	AT IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Intraday Auction Price and Volumes - EOD	AT IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Intraday Auction Aggregated Curves - EOD	AT IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	EOD	AT Intraday Auction Data package - EOD	AT IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Day-Ahead Auction Block Bids - Histo (up to Y-1)	AT DA A BBOF H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	AT DA A PV H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	AT DA A AG H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Day-Ahead Auction Data package - Histo (up to Y-1)	AT DA A H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	AT DA + IDM A H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Intraday Auction Block Bids - Histo (up to Y-1)	AT IDM A BBOF H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Intraday Auction Price and Volumes - Histo (up to Y-1)	AT IDM A PV H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Intraday Auction Aggregated Curves - Histo (up to Y-1)	AT IDM A AG H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT Intraday Auction Data package - Histo (up to Y-1)	AT IDM A H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Delayed	AT Trades on the continuous market - Delayed	AT TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Delayed	AT Index on the continuous market - Delayed	AT RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Delayed	AT Data package on the continuous market - Delayed	AT TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	EOD	AT Trades on the continuous market - EOD	AT TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	EOD	AT Indices on the continuous market - EOD	AT RES CONT EOD	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	EOD	AT Data package on the the continuous market - EOD	AT TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT Trades on the continuous market - Histo (up to Y-1)	AT DE TRA CONT H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT Indices on the continuous market - Histo (up to Y-1)	AT RES CONT H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT Data package on the continuous market - Histo (up to Y-1	AT DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
AT	Static files (SFTP)	Continuous Historical Orders	EOD	AT Continuous anonymous orders history per year	AT CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
AT	View only access to our trading system	All orders and trades M7	Real-time	AT Continuous View-only Screen Real Time	AT CONT VO RT	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE	Static files (SFTP)	Auction and Continuous Data Products	EOD	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE Auctions and Continuous Data package - EOD	11M A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE Auctions and Continuous Data package - Histo (up to Y-1)	11M A + CONT H SFTP	1-year contract	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO,PL & SE	Static files (SFTP)	Auctions Data Products	EOD	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO, PL & SE Auction Data package - EOD	12M A EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE Auction Data package - Histo (up to Y-1)	11M A H SFTP	1-year contract	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE	Static files (SFTP)	Continuous Data Products	EOD	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE Continuous market Data package - EOD	11M TRA + RES CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, DK, FI, FR, GB, NL, NO & SE Continuous market Data package - Histo (up to Y-1)	11M TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Auction and Continuous Data Products	EOD	AT, BE, CH, DE, FR, GB & NL Auctions and Continuous Data package - EOD	7M A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, FR, GB & NL Auctions and Continuous Data package - Histo (up to Y-1)	7M A + CONT H SFTP	1-year contract	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Auctions Data Products	EOD	AT, BE, CH, DE, FR, GB & NL Auction Data package - EOD	7M A EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, FR, GB & NL Auction Data package - Histo (up to Y-1)	7M A H SFTP	1-year contract	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Continuous Data Products	EOD	AT, BE, CH, DE, FR, GB & NL Continuous market Data package - EOD	7M TRA + RES CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, BE, CH, DE, FR, GB & NL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT, BE, CH, DE, FR, GB & NL Continuous market Data package - Histo (up to Y-1)	7M TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Auction and Continuous Data Products	EOD	AT, CH, DE & FR Auctions and Continuous Data package - EOD	4M A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	AT, CH, DE & FR Auctions and Continuous Data package - Histo (up to Y-1)	4M A + CONT H SFTP	1-year contract	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Auctions Data Products	EOD	AT, CH, DE & FR Auction Data package - EOD	4M A EOD SFTP	automatic renewal each year	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	AT, CH, DE & FR Auction Data package - Histo (up to Y-1)	4M A H SFTP	1-year contract	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Continuous Data Products	EOD	AT, CH, DE & FR Continuous market Data package - EOD	4M TRA + RES CONT EOD SFTP	automatic renewal each year	automatic renewal each year
AT, CH, DE & FR	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	AT, CH, DE & FR Continuous market Data package - Histo (up to Y-1)	4M TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
BE	Real time via API	All orders and trades M7	Real-time	BE Continuous API Read-only Real Time	BE CONT API RO RT	automatic renewal each year	automatic renewal each year
BE	Real time via API	Auctions Results ETS	Real-time	BE Day-Ahead API Read-only Real Time	BE DA API RO RT	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auction and Continuous Data Products	EOD	BE Auctions and Continuous Data package - EOD	BE A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	BE Auctions and Continuous Data package - Histo (up to Y-1)	BE A + CONT H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Day-Ahead Auction Block Bids - EOD	BE DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Day-Ahead Auction Price and Volumes - EOD	BE DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Day-Ahead Auction Aggregated Curves - EOD	BE DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Day-Ahead Auction Data package - EOD	BE DA A EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Day-Ahead and Intraday Auctions Data package - EOD	BE DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Intraday Auction Block Bids - EOD	BE IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Intraday Auction Price and Volumes - EOD	BE IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Intraday Auction Aggregated Curves - EOD	BE IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	EOD	BE Intraday Auction Data package - EOD	BE IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Day-Ahead Auction Block Bids - Histo (up to Y-1)	BE DA A BBOF H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	BE DA A PV H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	BE DA A AG H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Day-Ahead Auction Data package - Histo (up to Y-1)	BE DA A H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	BE DA + IDM A H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Intraday Auction Block Bids - Histo (up to Y-1)	BE IDM A BBOF H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Intraday Auction Price and Volumes - Histo (up to Y-1)	BE IDM A PV H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Intraday Auction Aggregated Curves - Histo (up to Y-1)	BE IDM A AG H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	BE Intraday Auction Data package - Histo (up to Y-1)	BE IDM A H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Delayed	BE Trades on the continuous market - Delayed	BE TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Delayed	BE Index on the continuous market - Delayed	BE RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Delayed	BE Data package on the continuous market - Delayed	BE TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	EOD	BE Trades on the continuous market - EOD	BE TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	EOD	BE Indices on the continuous market - EOD	BE RES CONT EOD	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	EOD	BE Data package on the the continuous market - EOD	BE TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	BE Trades on the continuous market - Histo (up to Y-1	BE DE TRA CONT H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	BE Indices on the continuous market - Histo (up to Y-1	BE RES CONT H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	BE Data package on the continuous market - Histo (up to Y-1	BE DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
BE	Static files (SFTP)	Continuous Historical Orders	EOD	BE Continuous anonymous orders history per year	BE CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
BE	View only access to our trading system	All orders and trades M7	Real-time	BE Continuous View-only Screen Real Time	BE CONT VO RT	automatic renewal each year	automatic renewal each year
CH	Real time via API	All orders and trades M7	Real-time	CH Continuous API Read-only Real Time	CH CONT API RO RT	automatic renewal each year	automatic renewal each year
CH	Real time via API	Auctions Results ETS	Real-time	CH Day-Ahead API Read-only Real Time	CH DA API RO RT	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auction and Continuous Data Products	EOD	CH Auctions and Continuous Data package - EOD	CH A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	CH Auctions and Continuous Data package - Histo (up to Y-1)	CH A + CONT H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Day-Ahead and Intraday Auctions Data package - EOD	CH DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Day-Ahead Auction Block Bids - EOD	CH DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year

CH	Static files (SFTP)	Auctions Data Products	EOD	CH Day-Ahead Auction Price and Volumes - EOD	CH DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Day-Ahead Auction Aggregated Curves - EOD	CH DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Day-Ahead Auction Data package - EOD	CH DA A EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Intraday Auction Block Bids - EOD	CH IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Intraday Auction Price and Volumes - EOD	CH IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Intraday Auction Aggregated Curves - EOD	CH IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	EOD	CH Intraday Auction Data package - EOD	CH IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Day-Ahead Auction Block Bids - Histo (up to Y-1)	CH DA A BBOF H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	CH DA A PV H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	CH DA A AG H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	CH DA + IDM A H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Day-Ahead Auction Data package - Histo (up to Y-1)	CH DA A H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Intraday Auction Block Bids - Histo (up to Y-1)	CH IDM A BBOF H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Intraday Auction Price and Volumes - Histo (up to Y-1)	CH IDM A PV H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Intraday Auction Aggregated Curves - Histo (up to Y-1)	CH IDM A AG H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	CH Intraday Auction Data package - Histo (up to Y-1)	CH IDM A H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Delayed	CH Trades on the continuous market - Delayed	CH TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Delayed	CH Index on the continuous market - Delayed	CH RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Delayed	CH Data package on the continuous market - Delayed	CH TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	EOD	CH Trades on the continuous market - EOD	CH TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	EOD	CH Indices on the continuous market - EOD	CH RES CONT EOD	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	EOD	CH Data package on the the continuous market - EOD	CH TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	CH Trades on the continuous market - Histo (up to Y-1)	CH DE TRA CONT H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	CH Indices on the continuous market - Histo (up to Y-1)	CH RES CONT H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	CH Data package on the continuous market - Histo (up to Y-1)	CH DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
CH	Static files (SFTP)	Continuous Historical Orders	EOD	CH Continuous anonymous orders history per year	CH CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
CH	View only access to our trading system	All orders and trades M7	Real-time	CH Continuous View-only Screen Real Time	CH CONT VO RT	automatic renewal each year	automatic renewal each year
DE	Real time via API	All orders and trades M7	Real-time	DE Continuous API Read-only Real Time	DE CONT API RO RT	automatic renewal each year	automatic renewal each year
DE	Real time via API	Auctions Results ETS	Real-time	DE Day-Ahead API Read-only Real Time	DE DA API RO RT	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auction and Continuous Data Products	EOD	DE Auctions and Continuous Data package - EOD	DE A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	DE Auctions and Continuous Data package - Histo (up to Y-1)	DE A + CONT H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Day-Ahead and Intraday Auctions Data package - EOD	DE DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Day-Ahead Auction Block Bids - EOD	DE DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Day-Ahead Auction Price and Volumes - EOD	DE DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Day-Ahead Auction Aggregated Curves - EOD	DE DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Day-Ahead Auction Data package - EOD	DE DA A EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Intraday Auction Block Bids - EOD	DE IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Intraday Auction Price and Volumes - EOD	DE IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Intraday Auction Aggregated Curves - EOD	DE IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	EOD	DE Intraday Auction Data package - EOD	DE IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Day-Ahead Auction Block Bids - Histo (up to Y-1)	DE DA A BBOF H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	DE DA A PV H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	DE DA A AG H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	DE DA + IDM A H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Day-Ahead Auction Data package - Histo (up to Y-1)	DE DA A H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Intraday Auction Block Bids - Histo (up to Y-1)	DE IDM A BBOF H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Intraday Auction Price and Volumes - Histo (up to Y-1)	DE IDM A PV H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Intraday Auction Aggregated Curves - Histo (up to Y-1)	DE IDM A AG H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DE Intraday Auction Data package - Histo (up to Y-1)	DE IDM A H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Delayed	DE Trades on the continuous market - Delayed	DE TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Delayed	DE Index on the continuous market - Delayed	DE RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Delayed	DE Data package on the continuous market - Delayed	DE TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	EOD	DE Trades on the continuous market - EOD	DE TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	EOD	DE Indices on the continuous market - EOD	DE RES CONT EOD	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	EOD	DE Data package on the the continuous market - EOD	DE TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DE Trades on the continuous market - Histo (up to Y-1)	DE DE TRA CONT H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DE Indices on the continuous market - Histo (up to Y-1)	DE RES CONT H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DE Data package on the continuous market - Histo (up to Y-1)	DE DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
DE	Static files (SFTP)	Continuous Historical Orders	EOD	DE Continuous anonymous orders history per year	DE CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	ID1 & ID3 Index Historical	Historical data	DE historical continuous ID1	DE ID1 SFTP H	automatic renewal each year	automatic renewal each year
DE	Static files (SFTP)	ID1 & ID3 Index Historical	Historical data	DE historical continuous ID3	DE ID3 SFTP H	automatic renewal each year	automatic renewal each year
DE	View only access to our trading system	All orders and trades M7	Real-time	DE Continuous View-only Screen Real Time	DE CONT VO RT	automatic renewal each year	automatic renewal each year
DK	Real time via API	All orders and trades M7	Real-time	DK Continuous API Read-only Real Time	DK CONT API RO RT	automatic renewal each year	automatic renewal each year
DK	Real time via API	Auctions Results ETS	Real-time	DK Day-Ahead API Read-only Real Time	DK DA API RO RT	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auction and Continuous Data Products	EOD	DK Auction and Continuous Data package - EOD	DK A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	DK Auction and Continuous Data package - Histo (up to Y-1)	DK A + CONT H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	EOD	DK Day-Ahead Auction Block Bids - EOD	DK DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	EOD	DK Day-Ahead Auction Price and Volumes - EOD	DK DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	EOD	DK Day-Ahead Auction Aggregated Curves - EOD	DK DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	EOD	DK Day-Ahead Auction Data package - EOD	DK DA A EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DK Day-Ahead Auction Block Bids - Histo (up to Y-1)	DK DA A BBOF H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DK Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	DK DA A PV H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DK Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	DK DA A AG H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	DK Day-Ahead Auction Data package - Histo (up to Y-1)	DK DA A H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Delayed	DK Trades on the continuous market - Delayed	DK TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Delayed	DK Index on the continuous market - Delayed	DK RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Delayed	DK Data package on the continuous market - Delayed	DK TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	EOD	DK Trades on the continuous market - EOD	DK TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	EOD	DK Indices on the continuous market - EOD	DK RES CONT EOD	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	EOD	DK Data package on the the continuous market - EOD	DK TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DK Trades on the continuous market - Histo (up to Y-1	DK TRA CONT H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DK Indices on the continuous market - Histo (up to Y-1	DK RES CONT H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	DK Data package on the continuous market - Histo (up to Y-1	DK TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
DK	Static files (SFTP)	Continuous Historical Orders	EOD	DK Continuous anonymous orders history per year	DK CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
DK	View only access to our trading system	All orders and trades M7	Real-time	DK Continuous View-only Screen Real Time	DK CONT VO RT	automatic renewal each year	automatic renewal each year
FI	Real time via API	All orders and trades M7	Real-time	FI Continuous API Read-only Real Time	FI CONT API RO RT	automatic renewal each year	automatic renewal each year
FI	Real time via API	Auctions Results ETS	Real-time	FI Day-Ahead API Read-only Real Time	FI DA API RO RT	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auction and Continuous Data Products	EOD	FI Auction and Continuous Data package - EOD	FI A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	FI Auction and Continuous Data package - Histo (up to Y-1)	FI A + CONT H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	EOD	FI Day-Ahead Auction Block Bids - EOD	FI DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	EOD	FI Day-Ahead Auction Price and Volumes - EOD	FI DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	EOD	FI Day-Ahead Auction Aggregated Curves - EOD	FI DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	EOD	FI Day-Ahead Auction Data package - EOD	FI DA A EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FI Day-Ahead Auction Block Bids - Histo (up to Y-1)	FI DA A BBOF H SFTP	1-year contract	automatic renewal each year

FI	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FI Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	FI DA A PV H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FI Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	FI DA A AG H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FI Day-Ahead Auction Data package - Histo (up to Y-1)	FI DA A H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Delayed	FI Trades on the continuous market - Delayec	FI TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Delayed	FI Index on the continuous market - Delayec	FI RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Delayed	FI Data package on the continuous market - Delayec	FI TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	EOD	FI Trades on the continuous market - EOD	FI TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	EOD	FI Index on the continuous market - - EOD	FI RES CONT EOD	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	EOD	FI Data package on the the continuous market - EOD	FI TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FI Trades on the continuous market - Histo (up to Y-1)	FI TRA CONT H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FI Indices on the continuous market - Histo (up to Y-1	FI RES CONT H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FI Data package on the continuous market - Histo (up to Y-1)	FI TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
FI	Static files (SFTP)	Continuous Historical Orders	EOD	FI Continuous anonymous orders history per year	FI CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
FI	View only access to our trading system	All orders and trades M7	Real-time	FI Continuous View-only Screen Real Time	FI CONT VO RT	automatic renewal each year	automatic renewal each year
FR	Real time via API	All orders and trades M7	Real-time	FR Continuous API Read-only Real Time	FR CONT API RO RT	automatic renewal each year	automatic renewal each year
FR	Real time via API	Auctions Results ETS	Real-time	FR Day-Ahead API Read-only Real Time	FR DA API RO RT	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auction and Continuous Data Products	EOD	FR Auctions and Continuous Data package - EOD	FR A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	FR Auctions and Continuous Data package - Histo (up to Y-1)	FR A + CONT H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Day-Ahead Auction Block Bids - EOD	FR DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Day-Ahead Auction Price and Volumes - EOD	FR DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Day-Ahead Auction Aggregated Curves - EOD	FR DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Day-Ahead Auction Data package - EOD	FR DA A EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Day-Ahead and Intraday Auctions Data package - EOD	FR DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Intraday Auction Block Bids - EOD	FR IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Intraday Auction Price and Volumes - EOD	FR IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Intraday Auction Aggregated Curves - EOD	FR IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	EOD	FR Intraday Auction Data package - EOD	FR IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Day-Ahead Auction Block Bids - Histo (up to Y-1)	FR DA A BBOF H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	FR DA A PV H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	FR DA A AG H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Day-Ahead Auction Data package - Histo (up to Y-1)	FR DA A H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Day-Ahead and Intraday AuctionsData package - Histo (up to Y-1)	FR DA + IDM A H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Intraday Auction Block Bids - Histo (up to Y-1)	FR IDM A BBOF H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Intraday Auction Price and Volumes - Histo (up to Y-1)	FR IDM A PV H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Intraday Auction Aggregated Curves - Histo (up to Y-1)	FR IDM A AG H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	FR Intraday Auction Data package - Histo (up to Y-1)	FR IDM A H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Capacity Auction	EOD	FR Capacity Auction Data package	FR CAP A EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Capacity Auction	Historical data (up to Y-1)	FR Capacity Auction Data package - Histo (up to Y-1)	FR CAP A H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Delayed	FR Trades on the continuous market - Delayec	FR TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Delayed	FR Index on the continuous market - Delayec	FR RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Delayed	FR Data package on the continuous market - Delayec	FR TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	EOD	FR Trades on the continuous market - EOD	FR TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	EOD	FR Indices on the continuous market - EOD	FR RES CONT EOD	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	EOD	FR Data package on the the continuous market - EOD	FR TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FR Trades on the continuous market - Histo (up to Y-1	FR DE TRA CONT H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FR Indices on the continuous market - Histo (up to Y-1	FR RES CONT H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	FR Data package on the continuous market - Histo (up to Y-1	FR DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
FR	Static files (SFTP)	Continuous Historical Orders	EOD	FR Continuous anonymous orders history per year	FR CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
FR	View only access to our trading system	All orders and trades M7	Real-time	FR Continuous View-only Screen Real Time	FR CONT VO RT	automatic renewal each year	automatic renewal each year
GB	Real time via API	All orders and trades M7	Real-time	GB Continuous API Read-only Real Time	GB CONT API RO RT	automatic renewal each year	automatic renewal each year
GB	Real time via API	Auctions Results ETS	Real-time	GB Day-Ahead API Read-only Real Time	GB DA API RO RT	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auction and Continuous Data Products	EOD	GB Auctions and Continuous Data package - EOD	GB A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	GB Auctions and Continuous Data package - Histo (up to Y-1)	GB A + CONT H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Day-Ahead and Intraday Auctions Data package - EOD	GB DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Day-Ahead Auction Block Bids - EOD	GB DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Day-Ahead Auction Price and Volumes - EOD	GB DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Day-Ahead Auction Aggregated Curves - EOD	GB DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Day-Ahead Auction Data package - EOD	GB DA A EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Intraday Auction Block Bids - EOD	GB IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Intraday Auction Price and Volumes - EOD	GB IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Intraday Auction Aggregated Curves - EOD	GB IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	EOD	GB Intraday Auction Data package - EOD	GB IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Day-Ahead Auction Block Bids - Histo (up to Y-1)	GB DA A BBOF H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	GB DA A PV H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	GB DA A AG H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	GB DA + IDM A H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Day-Ahead Auction Data package - Histo (up to Y-1)	GB DA A H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Intraday Auction Block Bids - Histo (up to Y-1)	GB IDM A BBOF H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Intraday Auction Price and Volumes - Histo (up to Y-1)	GB IDM A PV H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Intraday Auction Aggregated Curves - Histo (up to Y-1)	GB IDM A AG H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	GB Intraday Auction Data package - Histo (up to Y-1)	GB IDM A H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Delayed	GB Trades on the continuous market - Delayec	GB TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Delayed	GB Index on the continuous market - Delayec	GB RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Delayed	GB Data package on the continuous market - Delayec	GB TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	EOD	GB Trades on the continuous market - EOD	GB TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	EOD	GB Indices on the continuous market - EOD	GB RES CONT EOD	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	EOD	GB Data package on the the continuous market - EOD	GB TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	GB Trades on the continuous market - Histo (up to Y-1	GB DE TRA CONT H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	GB Indices on the continuous market - Histo (up to Y-1	GB RES CONT H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	GB Data package on the continuous market - Histo (up to Y-1	GB DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
GB	Static files (SFTP)	Continuous Historical Orders	EOD	GB Continuous anonymous orders history per year	GB CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
GB	View only access to our trading system	All orders and trades M7	Real-time	GB Continuous View-only Screen Real Time	GB CONT VO RT	automatic renewal each year	automatic renewal each year
NL	Real time via API	All orders and trades M7	Real-time	NL Continuous API Read-only Real Time	NL CONT API RO RT	automatic renewal each year	automatic renewal each year
NL	Real time via API	Auctions Results ETS	Real-time	NL Day-Ahead API Read-only Real Time	NL DA API RO RT	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auction and Continuous Data Products	EOD	NL Auctions and Continuous Data package - EOD	NL A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	NL Auctions and Continuous Data package - Histo (up to Y-1)	NL A + CONT H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Day-Ahead Auction Block Bids - EOD	NL DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Day-Ahead Auction Price and Volumes - EOD	NL DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Day-Ahead Auction Aggregated Curves - EOD	NL DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Day-Ahead Auction Data package - EOD	NL DA A EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Day-Ahead and Intraday Auctions Data package - EOD	NL DA + IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Intraday Auction Block Bids - EOD	NL IDM A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Intraday Auction Price and Volumes - EOD	NL IDM A PV EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	EOD	NL Intraday Auction Aggregated Curves - EOD	NL IDM A AG EOD SFTP	automatic renewal each year	automatic renewal each year

NL	Static files (SFTP)	Auctions Data Products	EOD	NL Intraday Auction Data package - EOD	NL IDM A EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Day-Ahead Auction Block Bids - Histo (up to Y-1)	NL DA A BBOF H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	NL DA A PV H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	NL DA A AG H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Day-Ahead Auction Data package - Histo (up to Y-1)	NL DA A H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Day-Ahead and Intraday Auctions Data package - Histo (up to Y-1)	NL DA + IDM A H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Intraday Auction Block Bids - Histo (up to Y-1)	NL IDM A BBOF H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Intraday Auction Price and Volumes - Histo (up to Y-1)	NL IDM A PV H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Intraday Auction Aggregated Curves - Histo (up to Y-1)	NL IDM A AG H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NL Intraday Auction Data package - Histo (up to Y-1)	NL IDM A H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Delayed	NL Trades on the continuous market - Delayed	NL TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Delayed	NL Index on the continuous market - Delayed	NL RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Delayed	NL Data package on the continuous market - Delayed	NL TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	EOD	NL Trades on the continuous market - EOD	NL TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	EOD	NL Indices on the continuous market - EOD	NL RES CONT EOD	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	EOD	NL Data package on the the continuous market - EOD	NL TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NL Trades on the continuous market - Histo (up to Y-1)	NL DE TRA CONT H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NL Indices on the continuous market - Histo (up to Y-1)	NL RES CONT H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NL Data package on the continuous market - Histo (up to Y-1	NL DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
NL	Static files (SFTP)	Continuous Historical Orders	EOD	NL Continuous anonymous orders history per year	NL CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
NL	View only access to our trading system	All orders and trades M7	Real-time	NL Continuous View-only Screen Real Time	NL CONT VO RT	automatic renewal each year	automatic renewal each year
NO	Real time via API	All orders and trades M7	Real-time	NO Continuous API Read-only Real Time	NO CONT API RO RT	automatic renewal each year	automatic renewal each year
NO	Real time via API	Auctions Results ETS	Real-time	NO Day-Ahead API Read-only Real Time	NO DA API RO RT	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auction and Continuous Data Products	EOD	NO Auction and Continuous Data package - EOD	NO A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	NO Auction and Continuous Data package - Histo (up to Y-1)	NO A + CONT H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	EOD	NO Day-Ahead Auction Block Bids - EOD	NO DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	EOD	NO Day-Ahead Auction Price and Volumes - EOD	NO DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	EOD	NO Day-Ahead Auction Aggregated Curves - EOD	NO DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	EOD	NO Day-Ahead Auction Data package - EOD	NO DA A EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NO Day-Ahead Auction Block Bids - Histo (up to Y-1)	NO DA A BBOF H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NO Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	NO DA A PV H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NO Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	NO DA A AG H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	NO Day-Ahead Auction Data package - Histo (up to Y-1)	NO DA A H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Delayed	NO Trades on the continuous market - Delayed	NO TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Delayed	NO Index on the continuous market - Delayed	NO RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Delayed	NO Data package on the continuous market - Delayed	NO TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	EOD	NO Trades on the continuous market - EOD	NO TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	EOD	NO Index on the continuous market - - EOD	NO RES CONT EOD	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	EOD	NO Data package on the the continuous market - EOD	NO TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NO Trades on the continuous market - Histo (up to Y-1	NO TRA CONT H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NO Indices on the continuous market - Histo (up to Y-1	NO RES CONT H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	NO Data package on the continuous market - Histo (up to Y-1	NO TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
NO	Static files (SFTP)	Continuous Historical Orders	EOD	NO Continuous anonymous orders history per year	NO CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
NO	View only access to our trading system	All orders and trades M7	Real-time	NO Continuous View-only Screen Real Time	NO CONT VO RT	automatic renewal each year	automatic renewal each year
PL	Real time via API	All orders and trades M7	Real-time	PL Continuous API Read-only	PL CONT API RO RT	automatic renewal each year	automatic renewal each year
PL	Real time via API	Auctions Results ETS	Real-time	PL Day-Ahead API Read-only	PL DA API RO RT	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auction and Continuous Data Products	EOD	PL Auctions and Continuous Data package - EOD	PL A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	PL Auctions and Continuous Data package - Histo (up to Y-1)	PL A + CONT H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	EOD	PL Day-Ahead Auction Block Bids - EOD	PL DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	EOD	PL Day-Ahead Auction Prices and Volumes - EOD	PL DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	EOD	PL Day-Ahead Auction Aggregated Curves - EOD	PL DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	EOD	PL Day-Ahead Auction Data package - EOD	PL DA A EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	PL Day-Ahead Auction Block Bids - Histo (up to Y-1)	PL DA A BBOF H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	PL Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	PL DA A PV H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	PL Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	PL DA A AG H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	PL Day-Ahead Auction Data package - Histo (up to Y-1)	PL DA A H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Delayed	PL Trades on the continuous market - Delayed	PL TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Delayed	PL Index on the continuous market - Delayed	PL RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Delayed	PL Data package on the continuous market - Delayed	PL TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	EOD	PL Trades on the continuous market - EOD	PL TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	EOD	PL Indices on the continuous market - EOD	PL RES CONT EOD	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	EOD	PL Data package on the the continuous market - EOD	PL TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	PL Trades on the continuous market - Histo (up to Y-1	PL DE TRA CONT H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	PL Indices on the continuous market - Histo (up to Y-1	PL RES CONT H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	PL Data package on the continuous market - Histo (up to Y-1	PL DE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
PL	Static files (SFTP)	Continuous Historical Orders	EOD	PL Continuous anonymous orders history per year	PL CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
PL	View only access to our trading system	All orders and trades M7	Real-time	PL Continuous View-only	PL CONT VO RT	automatic renewal each year	automatic renewal each year
SE	Real time via API	All orders and trades M7	Real-time	SE Continuous API Read-only Real Time	SE CONT API RO RT	automatic renewal each year	automatic renewal each year
SE	Real time via API	Auctions Results ETS	Real-time	SE Day-Ahead API Read-only Real Time	SE DA API RO RT	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auction and Continuous Data Products	EOD	SE Auction and Continuous Data package - EOD	SE A + CONT EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auction and Continuous Data Products	Historical data (up to Y-1)	SE Auction and Continuous Data package - Histo (up to Y-1)	SE A + CONT H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	EOD	SE Day-Ahead Auction Block Bids - EOD	SE DA A BBOF EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	EOD	SE Day-Ahead Auction Price and Volumes - EOD	SE DA A PV EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	EOD	SE Day-Ahead Auction Aggregated Curves - EOD	SE DA A AG EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	EOD	SE Day-Ahead Auction Data package - EOD	SE DA A EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	SE Day-Ahead Auction Block Bids - Histo (up to Y-1)	SE DA A BBOF H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	SE Day-Ahead Auction Price and Volumes - Histo (up to Y-1)	SE DA A PV H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	SE Day-Ahead Auction Aggregated Curves - Histo (up to Y-1)	SE DA A AG H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Auctions Data Products	Historical data (up to Y-1)	SE Day-Ahead Auction Data package - Histo (up to Y-1)	SE DA A H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Delayed	SE Trades on the continuous market - Delayed	SE TRA CONT DEL SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Delayed	SE Index on the continuous market - Delayed	SE RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Delayed	SE Data package on the continuous market - Delayed	SE TRA + RES CONT DEL SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	EOD	SE Trades on the continuous market - EOD	SE TRA CONT EOD SFTP	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	EOD	SE Index on the continuous market - - EOD	SE RES CONT EOD	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	EOD	SE Data package on the the continuous market - EOD	SE TRA + RES CONT EOD	automatic renewal each year	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	SE Trades on the continuous market - Histo (up to Y-1	SE TRA CONT H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	SE Indices on the continuous market - Histo (up to Y-1	SE RES CONT H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Continuous Data Products	Historical data (up to Y-1)	SE Data package on the continuous market - Histo (up to Y-1	SE TRA + RES CONT H SFTP	1-year contract	automatic renewal each year
SE	Static files (SFTP)	Continuous Historical Orders	EOD	SE Continuous anonymous orders history per year	SE CONT O SFTP 1Y	automatic renewal each year	automatic renewal each year
SE	View only access to our trading system	All orders and trades M7	Real-time	SE Continuous View-only Screen Real Time	SE CONT VO RT	automatic renewal each year	automatic renewal each year

ISV Information Products catalogue

			Renewal scheme	
Modality	Product Name	Product Reference	If Internal usage	If external usage
Auction market (ETS)	Accss to ETS Test environment - 1st software	ETS API Simu ISV	automatic renewal each year	automatic renewal each year
Continuous market (M7)	Accss to M7 Test environment - 1st software	M7 API Simu ISV	automatic renewal each year	automatic renewal each year

COMMISSION DECISION

of 27 December 2004

amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal data to third countries

(notified under document number C(2004) 5271)

(Text with EEA relevance)

(2004/915/EC)

[…]

ANNEX

'SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

EPEX SPOT SE

5 Boulevard Montmartre, 75002 Paris, France

hereinafter ("data exporter")

and

_____

(name)

_____

(address and country of establishment)

hereinafter "data importer"

each a "party"; together "the parties".

Definitions

For the purposes of the clauses:

(a) "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);

(b) "the data exporter" shall mean the controller who transfers the personal data;

(c) "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

(d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

(a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.

(b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.

(c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.

(d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.

(e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information.

Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

(a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

(b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.

(c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

(d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.

(e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).

(f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).

(g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.

(h) It will process the personal data, at its option, in accordance with:

(i) the data protection laws of the country in which the data exporter is established, or

(ii) the relevant provisions[1] of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data[2], or

(iii) the data processing principles set forth in Annex A.

Data importer to indicate which option it selects:
_____

Initials of data importer:
_____;

(i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and

[1] "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

[2] However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

(i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or

(ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or

(iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

(iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

(a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

(b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

(a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

(b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also

agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

(c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

(a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.

(b) In the event that:

(i) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

(ii) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;

(iii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;

(iv) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or

(v) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

(c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

(d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required.

Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: _____

_____	_____
FOR DATA IMPORTER	FOR DATA EXPORTER
.....	.....
.....	.....

ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.

2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.

3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.

4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.

5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organization holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.

6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.

7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.

8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work,

creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:

(a) (i) such decisions are made by the data importer in entering into or performing a contract with the data subject, and

(ii) (the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

(b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

(*To be completed by the parties)*

Data subjects

The personal data transferred concern the following categories of data subjects: internal or external active group employees, former employees, prospects, customers, subscribers, suppliers, traders, commercial representatives, contacts.

Purpose of the transfer(s):

The transfer is made for the following purposes : negotiation, preparation and execution of the Market Data Agreement for the access to EPEX SPOT Information Products.

Categories of data

The personal transferred concern the following categories of data: personal master data (e.g. name, surname), contact details (e.g. telephone, e-mail), contract master data (contractual relationship, interest in products or contracts), customer history, billing and payment data, further details of identification such as personnel number, department or electronic user identification, work contact details, connection details.

Recipients

The personal data transferred may be disclosed to the following recipients or categories of recipients: internal or external active group employees, service providers, authorities.

Contact points for data protection enquiries

Data importer

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Data exporter

EPEX SPOT SE - Legal Department, privacy@epexspot.com