

Confidential

Master Services Agreement XBID Solution

Exhibit 24 XBID-DSA ECP Services

Attachment 24C General Terms and Conditions of Use of the Energy Communication Platform Software

Version 1.0

Initial of EPEX Belgium	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of DBAG
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GENERAL TERMS AND CONDITIONS OF USE OF THE ENERGY COMMUNICATION PLATFORM SOFTWARE

WHEREAS:

- (1) In accordance with Regulation (EC) N°714/2009 on conditions for access to the network for cross-border exchanges in electricity, the European Network of Transmission System Operators for Electricity (ENTSO-E) is the association through which all transmission system operators (TSO) cooperate at the level of the European Union.
- (2) In accordance with Article 3 of Regulation (EU) N°543/2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council (“Regulation (EU) N°543/2013”), ENTSO-E shall establish a central information transparency platform (the “Transparency Platform”).
- (3) To ensure smooth operation of the Transparency Platform, it is necessary to impose some conditions and rules for the access and use of the Transparency Platform.
- (4) ENTSO-E has acquired and upgraded the ECP Software, which function is to enable a secure, encrypted and reliable transfer of data to the Transparency Platform.
- (5) The present general terms and conditions of use (the “Terms of Use”) determine the contractual conditions applicable to the access of the EMFIP Licensee, the IT Service Provider or the Third-Party User to and use of the Energy Communication Platform software (the “ECP Software”) as made available by ENTSO-E.
- (6) To ensure a high level of service related to the operation of the Transparency Platform and use of the ECP Software, ENTSO-E offers maintenance and support services, following the limits described in present Terms of Use.
- (7) To promote the use of the ECP Software, ENTSO-E allows its adaptation into Derivative Works by the EMFIP Licensee, the Third-Party User and the IT Service Provider, insofar as the EMFIP Licensee, the Third-Party User and the IT Service Provider grants ENTSO-E a license on the rights related to all Derivative Works and insofar as the EMFIP Licensee and the IT Service Provider carry out an appropriate testing of all Derivative Works prior to implementing them in connection with the use of the Transparency Platform. ENTSO-E provides no maintenance and support services regarding Derivative Works. Considering the fact that it incorporates the ECP Software which remains in any case the exclusive property of ENTSO-E, Derivative Works may be exploited by the EMFIP Licensee, the IT Service Provider and the Third-Party User only within the limits set forth in present Terms of Use.
- (8) To favour competition regarding the provisions of ECP Software related services and therefore a cost-effective operation of the Transparency Platform, ENTSO-E also allows IT Service Providers to use the ECP Software for commercial services such as services of hosting, development and maintenance, at the exclusion however of the marketing of the ECP Software itself or of its Derivative Work, since the ECP Software is made available free of charge, in accordance with the present Terms of Use.
- (9) The present Terms of Use consider two types of uploading tools, namely the ECP Software and Derivative Works, and three different types of use thereof, namely Authorised Purpose, Secondary Purpose and IT

Service Purpose. The use of the ECP Software or the use of Derivative Works, for several combined purposes is submitted to the cumulative compliance with the provisions applicable to relevant types of use. Similarly, the EMFIP Licensee and the Third-Party User may act as IT Service Provider, insofar as they comply with all requirements applicable to IT Service Providers and to the IT Service Purpose. Finally, the combined use of the ECP Software and of Derivative Works is submitted to the compliance with all the provisions applicable to the relevant types of software. The third possible tool to be used in connection with the Transparency Platform, namely the Uploading Solution, is not covered by present Terms of Use.

1. Definitions

- (1) **“Authorised Purpose”** means the use of the ECP Software or of Derivative Works for the sole purpose of the provision or exchange of data to or with the Transparency Platform, in order to comply with the transparency obligations resulting from Regulation (EU) N°543/2013.
- (2) **“Business Application”** means a piece of software with a specific purpose which is relevant for the business.
- (3) **“Business Day”** means any day from Monday to Friday inclusive, with the exception of public holidays in Belgium.
- (4) **“Confidential Information”** means all information of a confidential nature of ENTSO-E or of any of ENTSO-E’s member, disclosed by whatever means, directly or indirectly, intentionally or unintentionally, whether before or after these Terms of Use become effective, including any trade secrets, information relating to the Intellectual Property Rights, system(s), know-how, products or services, operations, processes, plans, product information, market opportunities or business affairs of the person/entity making the disclosure. Within the limits set forth in Clause 6, are considered to be of a confidential nature all information related to the provision or use of the Transparency Platform, to the information hosted on the Transparency Platform which could be accessed via the ECP Software, together with said information, and to the ECP Software, Derivative Works and associated Source Code Materials.
- (5) **“Data Provider”** means the entity that is sending the data to the Transparency Platform in accordance with Article 2(14) Regulation (EU) N°543/2013.
- (6) **“Derivative Work”** means any derived version of the ECP Software, including any form in which the ECP Software may be recast, transformed, updated or adapted, and any development based in whole or in part on the ECP Software, and any new user interface of the ECP Software, which are made by a EMFIP Licensee, an IT Service Provider or a Third-Party User.
- (7) **“ECP Software”** means the software Energy Communication Platform, in all its forms of expression, including its graphical user interfaces and user documentation, updates and releases, as made available by ENTSO-E.
- (8) **“Endpoint”** means a connection point for Business Applications and users, within the EMFIP Licensee’s IT System.
- (9) **“End-user Services”** means the Business Applications installed on the EMFIP Licensee’s IT System which are used to send data to the Transparency Platform through an Endpoint.
- (10) **“Installation”** means download of a copy of a software (e.g. the ECP Software) and, if applicable, its Source Code Materials, and all the operations to be carried out by the EMFIP Licensee, pursuant to user manual or technical documentation or instructions if available, in order to make the concerned software operational.
- (11) **“Intellectual Property Rights”** (or “IPR”) means (a) copyright, patents, database rights and rights in trade-marks, designs, know-how and confidential information (whether registered or unregistered);

- (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- (12) **“IT Service Provider”** means any entity supplying IT services to one or more external customers.
- (13) **“IT Service Purpose”** means the use of the ECP Software or of Derivative Works for the sole purpose of providing IT services to third-parties, at the exclusion of the marketing of copies of the ECP Software or of Derivative Works.
- (14) **“IT System”** means the computer hardware and related ancillary equipment and accessories owned or leased in whole or in part by the EMFIP Licensee or by ENTSO-E, including Business Applications, which is used in connection with the operation of the Transparency Platform or of the ECP Software or of Derivative Works of Uploading Solution, together with any related operating manuals and other documentation.
- (15) **“EMFIP Licensee”** means an entity, such as a TSO or a Data Provider, which is required by Regulation (EU) N°543/2013 to send data to ENTSO-E for publication on the Transparency Platform, at the exclusion of Primary Owners of Data.
- (16) **“Manual of Procedures”** means the document specifying the technical and operational requirements to meet in order to send data to the Transparency Platform, in accordance with article 5 of Regulation (EU) N°543/2013, and which is accessible on the ENTSO-E official website.
- (17) **“Primary Owner of Data”** means an entity which creates data and which has an obligation to submit them to the Transparency Platform via a TSO or a Data Provider, as provided for in Regulation (EU) N°543/2013.
- (18) **“Production environment”** means the operational environment of the Transparency Platform.
- (19) **“Release”** means an issue of the ECP Software made available by ENTSO-E which incorporates major changes in comparison with the previous issue, including, but not limited to, security breach patch or implementation of a new data modelling. A Release is generally issued after several new Versions of the ECP Software.
- (20) **“Relevant Records”** means all information recorded by ENTSO-E regarding the use of the Transparency Platform by the EMFIP Licensee or the IT Service Provider. It covers specific parameters of activity including, but not limited to, time of connection, actions, identification of elements inserted, deleted or modified, and automated archiving of previous versions of concerned elements.
- (21) **“Secondary Purpose”** means the use of the ECP Software or of Derivative Works, for any other purposes than the Authorised Purpose or the IT Service Purpose, insofar as it is limited to internal business needs of the concerned user.
- (22) **“Service Desk”** means the single point of contact between ENTSO-E and the EMFIP Licensee using the ECP Software or a Derivative Work for Authorised Purpose. To be contacted at the ecpsupport@entsoe.zendesk.com email address.
- (23) **“Source Code Materials”** means the source code of the ECP Software or of the Derivative Work and all technical information and documentation made available by ENTSO-E or by the EMFIP Licensee or by the IT Service Provider which are necessary to modify and properly configure the ECP Software or the Derivative Work.
- (24) **“Test Environment”** means a specific and controlled environment, containing configuration similar to the Production Environment, designed for testing Endpoint configuration and interactions with the Transparency Platform.
- (25) **“Third-Party User”** means any entity, with the exception of the EMFIP Licensee, who is using the ECP Software or Derivative Works. Primary Owners of Data have to be considered as Third-Party Users.
- (26) **“Transparency Platform”** (or **“EMFIP”**) means the central information transparency platform referred to in Article 3(1) of Regulation (EU) N°543/2013, exploited by ENTSO-E and made available to the EMFIP Licensee following the conditions and limits set forth in present Terms of Use.

(27) **“TSO”** means Transmission System Operator

(28) **“Uploading Solution”** means any software, with the exception of the ECP Software or its Derivative Works, which is installed on the EMFIP Licensee’s IT System in order to provide or exchange data to or with the Transparency Platform in accordance with Regulation (EU) N°543/2013.

(29) **“Version”** means an issue of the ECP Software made available by ENTSO-E and which include minor changes in comparison with the previous issue.

1. Rights granted to the EMFIP Licensee, the Third-Party User and the IT Service Provider

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2. Rights granted to ENTSO-E

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3. Authorised Purpose

[Redacted text block]

4. Secondary Purpose

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5. IT Service Purpose

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6. Confidentiality

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7. Term and Termination

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8. Liability

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9. Log Files and User Tracking

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10. Personal Data

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11. Notices, Severability, Applicable Law and Jurisdiction

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