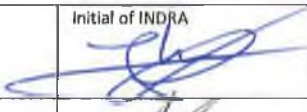



SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL

ANNEX 1

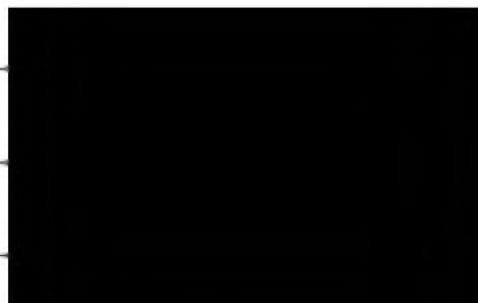
Definition List

Initial of EPEX Belgium	Initial of EPEX	Initial of INDRA 
Initial of Nord Pool	Initial of OMIE	

The capitalised terms used in the Agreement, shall have the following meaning :

- ACER** means the Agency for the Cooperation of Energy Regulators, as established in accordance with Regulation 713/2009 of the European Parliament and of the Council of 13 July 2009;
- Affected Party** has the meaning set forth in Article 9.1;
- Affiliate** means with respect to any company, any other entity that directly, or indirectly through one or more intermediaries, has Control over or is under Control by such company or is under common Control with the company in question;
- Agreement** means the Services Agreement PMI Logger Analysis Tool, including the Annexes thereto, entered into between the NEMOs and INDRA as may be amended, supplemented or replaced from time to time;
- ANIDOA** the All NEMOs Intraday Operational Agreement entered into by the NEMOs, as may be amended, supplemented or replaced from time to time;
- Annexes** means any document attached to the Agreement;
- Applicable Law** means, with respect to each Party, such mandatory (including public policy) laws or regulations or decisions of any Competent Authority applicable to such Party;
- Article** means an article of the Agreement;
- Best Effort** means performing an obligation with the degree of diligence, prudence and foresight reasonably and ordinarily exercised by an experienced person engaged in the same line of business under the same circumstances and conditions, without guaranteeing the achievement of a specific result (“*middelenverbintenis*” / “*obligation de moyen*”);
- Business Day** means any day other than a Saturday and a Sunday in which banks are open to the public for general business in the country or city of the Party that needs to perform the obligation, except if provided otherwise;
- CACM** means capacity allocation and congestion management;
- CACM Regulation** means Regulation 2015/1222 of the European Parliament and of the Council of 24 July 2015 establishing a guideline on capacity allocation and congestion management as may be amended, supplemented or replaced from time to time;
- CET** means Central European Time (CET), the time zone that is one (1) hour ahead of Coordinated Universal Time (UTC) (UTC +1:00). This time zone is a standard time zone and is used in: Europe;
- CEST** means Central European Summer Time the time zone that is two (2) hours ahead of Coordinated Universal Time (UTC) (UCT+2). This time zone is a DST (daylight saving time) time zone and is used in: Europe;

Initial of EPEX Belgium	Initial of EPEX
Initial of Nord Pool	Initial of OMIE



- Competent Authority** means ACER, any NRA or any other, national, federal, regional, state, local, or other court, arbitral tribunal, administrative agency or commission or other governmental, municipal, administrative or regulatory body, authority, agency or inspectorate with jurisdiction over any one or more Parties to the Agreement;
- Confidential Information** means:
 i) any information, whether or not marked as confidential, exchanged between any NEMO and INDRA in the context of this Agreement in any form whatsoever (verbal, written, electronic or other), such as, but not limited to, any technical, financial, commercial, testing and/or operating data; and
 ii) the content of the Agreement;
- Control** means, for the purpose of the definition of “Affiliate” and “Internal Representatives”, the situation where a person:
- 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;
 - 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;
 - effectively determines the decisions taken at a company’s general meetings through the voting rights it holds;
 - has the power to appoint or dismiss the majority of the members of company's administrative, management or supervisory structures; or
 - 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.
- Two or more undertakings acting jointly are deemed to jointly Control a company when they effectively determine the decisions taken at its general meetings.
- 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;
- Data** has the meaning set forth in Article 8.2;
- Defaulting Party** has the meaning set forth in Article 9.1;
- Deliverable** means any item to be provided to each of the NEMOs by INDRA as a result of the Services to be provided by INDRA to each of the NEMOs under the Agreement;
- Developments** has the meaning set forth in Article 8.3;
- Development Services** has the meaning set forth in Article 5.1.1. a) of the Agreement;
- Disclosing Party** means any Party that discloses Confidential Information to another Party;

Initial of EPEX Belgium	Initial of EPEX
Initial of Nord Pool	Initial of OMIE



- External Representative** means the subcontractors, agents, lawyers, professional advisors, external consultants, insurers, financiers or any other entity appointed by a Party in relation to the Agreement;
- Force Majeure** means any event or situation i) not reasonably foreseeable, ii) beyond the reasonable control of the Parties, iii) not due to a default of the Affected Party, iv) which cannot be reasonably avoided or overcome, and v) which makes it impossible for such Party to fulfil temporarily or permanently, its obligations hereunder in accordance with the terms of the Agreement. Force Majeure shall include (but shall not be limited to) the following events, except if these events could have reasonably been overcome:
- i) an enemy act or an act of terrorism, declared or undeclared war, threat of war, blockade, revolution, riot, insurrection, civil commotion, demonstration or public disorder;
 - ii) sabotage or act of vandalism;
 - iii) natural disaster or phenomenon;
 - iv) fire, explosions, radioactive, chemical or other hazardous contamination;
 - v) a general or industry-wide strike; or
 - vi) faults or malfunctions of telecommunication lines (e.g. telephone lines) and Internet accesses, to the extent such faults or malfunctions are not attributable to a misconduct of the Party invoking Force Majeure and provided that such fault or malfunctions could not be avoided by such Party by taking the agreed upon fall back measures or in absence of such agreed upon measures, by taking the fall back measures that may be reasonably expected from a normal reasonable and diligent person engaged in the same line of business under the same circumstances and conditions.
- Events considered force majeure for the XBID System Service Provider shall, where relevant, also be considered an event of Force Majeure;
- Hosting Services** has the meaning set forth in Article 5.1.1. b) of the Agreement;
- ICT** means information and communications technologies;
- ID NEMO Cooperation** has the meaning as set forth in recital I) of the ANIDOA;
- INDRA** means the person identified in the identification page as INDRA;
- INDRA's Group** means INDRA and any of its Affiliates;
- Intellectual Property Rights** means any intellectual property right or other (property) right throughout the world, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights, arising under Applicable Law, contract, or otherwise, and whether or not registered, registrable or perfected, including
- 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)

Initial of EPEX Belgium	Initial of EPEX
Initial of Nord Pool	Initial of OMIE

	rights in materials; e) rights associated with trade marks, service marks, trade names, internet domain names, business 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; g) design rights, whether registered or unregistered; and h) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property;
Internal Representative	means the directors, members of management, officers, legal representatives and employees of a Party or of any company under the Party's Control or of any company which Controls (solely or jointly) such Party;
Loss	has the meaning set forth in <u>Article 9.3</u> ;
Maintenance Service	has the meaning set forth in <u>Article 5.1.1. c)</u> of the Agreement;
Market Participant	means entity authorized by a Party to submit orders in a local trading system connected to the XBID System;
NEMO	means any of the "nominated electricity market operators", as defined in the CACM Regulation, that are Party to this Agreement;
NEMO ID SC	means the steering committee as organized under the ANIDOA;
New NEMO	means a "nominated electricity market operator", as defined in the CACM Regulation wishing to accede to the Agreement;
Non-Performance	has the meaning set forth in <u>Article 9.1</u> ;
Party	means any party to the Agreement;
Permitted Purpose	means, in the context of the use of Confidential Information by a Recipient Party, for the purposes of the Agreement and in connection with the performance of any one or more of the tasks under the Agreement;
PMI Logger Analysis Tool	means the main web application tool described in <u>Annex 2 (PMI Logger Analysis Tool Development Services)</u> ;
Recipient Party	means any Party that receives Confidential Information from another Party;
Service Credits	means the price reduction that applies in case Service Levels are breached;
Service Levels	means the performance requirements with which the Services must comply with as set forth in in the relevant Annexes;
Services	means the services to be provided by INDRA to each of the NEMOs pursuant to <u>Article 5</u> ;
Sharing Key	shall have the meaning set forth in <u>Article 6.2.2</u> of the Agreement;
Single Intraday Coupling	means "single intraday coupling" as defined in the CACM Regulation;
SPOC	means single point of contact;

Initial of EPEX Belgium	Initial of EPEX
Initial of Nord Pool	Initial of OMIE



- TSO** means a transmission system operator;
- Working Hours** means the hours of a Business Day in which the Party that receives a notice in the context of the Agreement is open for business;
- XBID System** means the software and ICT applications (incl. hardware if any), as well as all relevant documentation pertaining thereto, developed by the XBID System Service Provider based on the requirements provided by certain Parties and TSOs, which is to be used for the performance of the Single Intraday Coupling to interact with amongst others the local trading systems and TSOs' Systems;
- XBID System Service Provider** means the service provider that has supplied the XBID System and provides maintenance and hosting services for it, at the date of signature of the Agreement Deutsche Börse AG, an Aktiengesellschaft (AG) organised and existing under the laws of Germany, having its registered office at Mergenthalerallee 61, 65760 Eschborn, Germany, and registered in the Commercial Register Handelsregister HRB under Nr. 32232 and VAT DE 114151950;
- XBID-MSA** means the "Master Services Agreement for the XBID System", including all annexes, originally signed on 8 June 2015 between, on the one hand, EPEX SPOT, EPEX SPOT Belgium, Nord Pool, OMIE and GME, and on the other hand, the XBID System Service Provider, as further amended from time to time.

Initial of EPEX Belgium	Initial of EPEX
Initial of Nord Pool	Initial of OMIE

