

FIRST AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT

This **FIRST AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT** ("First Amendment) is entered into this on April 1st 2018 in Brussels by and between:

1. EPEX Spot SE. (universal successor, through merger, of EPEX Spot Belgium SA).a Company registered under the laws of France, registered on the register of Paris and having its registered office located at 5 Boulevard Montmartre, F-65002 Paris with VAT FR 10508010501 (hereinafter called 'Epex' or the "NEMO").
2. Nord Pool European Market Coupling Operator AS, a Company registered under de laws of Norway, registered on the register of Norway and having its registered office located at Lilleakerveien 2 A, 0283 Oslo, Norway with VAT NO984058098 (hereinafter called 'Nord Pool EMCO' or the "NEMO").
3. OMI, POLO ESPAÑOL S.A. ("OMIE"), a Compay registered under the laws of Spain, registered on the register of Spain and having its registered office located at Alfonso XI 6, 4 planta, 28014 Madrid, Spain with VAT ESA86025558 (hereinafter called 'OMIE' or the "NEMO").
4. BSP ENERGY EXCHANGE LL C ("BSP"), a Compay registered under the laws of Slovenia, registered on the register of Ljubljana and having its registered office located at Dunajska cesta 156, 1000 Ljubljana, Slovenia with number 3327124000 and VAT n° SI37748661 (hereinafter called 'BSP' or the "NEMO").
5. TOWAROWA GIEŁDA ENERGII S.A. ("TGE"), a Compay registered under the laws of Poland, with VAT n° PL5272266714, having its registered office located at Książęca 4, 00-498 Warszawa, Poland, registered in the commercial register at National Court Register under number 0000030144, held by the District Court for the Capital City of Warszawa, 12th Commercial Department of the National Court Register, and the share capital of 14.500.000,00 PLN paid in full amount (hereinafter called 'TGE' or the "NEMO").
6. OTE AS ("OTE"), a Compay registered under the laws of Czech Republic, registered on municipal court of Prague, Section B 7260 under the number 26463318 and having its registered office located at Sokolovská 192/79, 186 00 Prague, Czech Republic with VAT n° CZ26463318 (hereinafter called 'OTE' or the "NEMO").
7. OPERATORUL PIETEI DE ENERGIE ELECTRICA SI DE GAZE NATURALE S.A. ("OPCOM"), a Compay registered under the laws of Romania, registered on Bucharest Trade Registry under the number J40/7542/2000 and having its registered office located at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC030236, Romania with VAT n° RO13278352 (hereinafter called 'OPCOM' or the "NEMO").
8. INDEPENDENT BULGARIAN ENERGY EXCHANGE ("IBEX"), a Company organised and existing under the laws of Bulgaria, having its registered office at 19, Kniaz Alexander Dondukov Str., floor 7, Sofia, 1000, Bulgaria, and registered with the commercial register at Bulgarian registry agency under the number 202880940 and VAT n °BG202880940;
9. HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES ("HUPX Ltd."), a Compay registered under the laws of Hungary, registered on commercial register at Budapest metropolitan court under the number 01-10-045666 and having its registered office located at 1134 Budapest, Dévai u. 26-28, Hungary with VAT n° HU13967808 (hereinafter called 'HUPX Ltd.' or the "NEMO").

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Main Body

10. CROATIAN POWER EXCHANGE LTD. ("CROPEX"), a Company registered under the laws of the Republic of Croatia, registered on commercial register at commercial register court of Zagreb under the 080914267 and having its registered office located at Slavenska avenija 6/A, 10000, Zagreb, Croatia with VAT n° HR14645347149 (hereinafter called 'CROPEX' or the "NEMO").
11. GESTORE DEL MERCATI ENERGETICI S.P.A., a Company organised and existing under the laws of Italy, having its registered office at Viale Maresciallo Pilsudski 122/124, Rome, Italy, and registered in the Companies' Register of Rome under the number RM 953866, under Italian tax code and VAT n°06208031002 (hereinafter called 'GME' or the "NEMO").

Hereafter individually also referred to as "NEMO" and collectively as "NEMOs".

Indra Soluciones Tecnologías de la Información, S.L.U. (universal successor, through segregation, of the Information Technology's economic unit of INDRA SISTEMAS, S.A.), a company duly organized and existing under the laws of Spain, with office address at Avenida de Bruselas 35, 28108-Alcobendas, Madrid, Spain, hereinafter referred as "the Provider" or "Indra".

INDRA and NEMOs jointly being referred to as the "Parties" or individually as "Party".

Both Parties acknowledge each other full legal capacity to hereby enter into a binding agreement and,

WHEREAS

1. The INDRA, EPEX, Nord Pool EMCO and OMIE have entered into an agreement for the PMI Logger Analysis Tool on April 1st 2018 (hereinafter, the "Agreement").
2. On the first of October 2019, BSP, OTE, OPCOM, HUPX, CROPEX, TGE and IBEX adhered to the Agreement. On the first of July 2021 GME adhered to the Agreement.
3. The Parties have agreed to modify some of its conditions in order to include certain additional Hosting Services and, therefore, the Parties have agreed to enter this First Amendment, having agreed the provisions described further below.
4. For information purposes only, TGE hereby declares that it has the status of a large enterprise, as defined in Article 4 (6) of the Polish Act on counteracting excessive delays in commercial transactions (Dz.U. [Journal of Laws] from 2020, item 935, 1086, as amended). This status is also defined in Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty on the Functioning of the European Union (OJ EU L 187, 26 June 2014, as amended).

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1 OBJECT OF THE AGREEMENT

With the signature of this First Amendment the Parties amend the Agreement, as set forth under Article 2 below.

Clause 2 AMENDMENTS

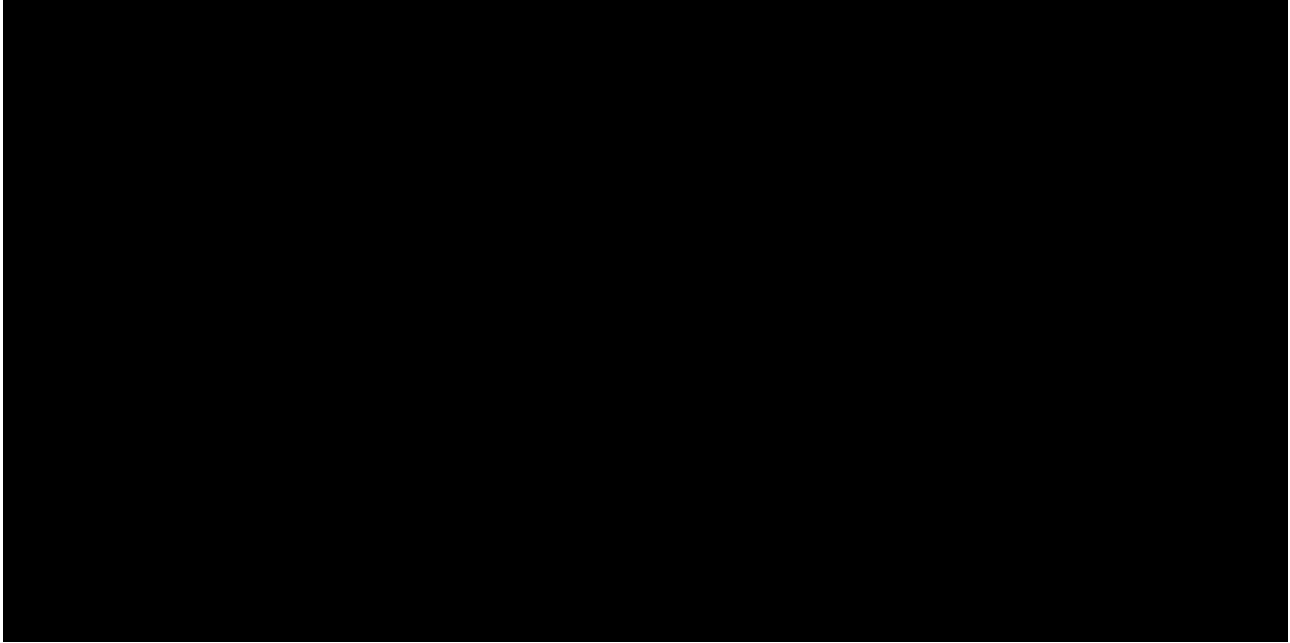
2.1 Parties agree to delete point III (Hosting) of Annex 3 Section 1 (SERVICE DESCRIPTION HOSTING SERVICES AND MAINTENANCE SERVICES) and entirely replace it with the following wording:

III. *Hosting*

Indra shall provide the following Hosting Services:

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Hosting Services to be provided by INDRA include the following:



Included Hosting Services:

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2.3 Parties agree to delete Section 3 of Annex 3 (REMUNERATION) and entirely replace it with the following wording:

SECTION 3.- REMUNERATION

The remuneration for the Hosting Services is until December 31st, 2018 [REDACTED]

The annual remuneration for the Hosting Services from the 1st of January 2019 till the 30th of November 2021 [REDACTED]

[REDACTED]
[REDACTED]

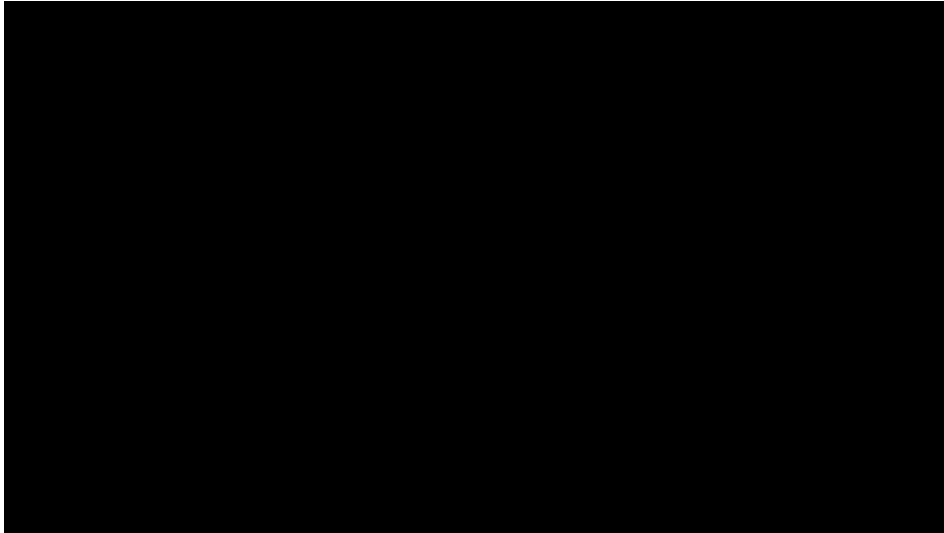
As of December 2021, the annual remuneration of Hosting Services by the Parties shall be

[REDACTED]
[REDACTED]
[REDACTED]

As of January 2023, the annual remuneration of Hosting Services [REDACTED]

[REDACTED]
[REDACTED]

Main Body



The remuneration for the Maintenance Services is until December 31st, 2018 [REDACTED]

The annual remuneration for the Maintenance Services from the 1st of January 2019 till the 30th of November 2021 shall be [REDACTED]

As of December 2021, [REDACTED]

As of January 2023, [REDACTED]

In both cases the annual adjustment corresponding to inflation correction shall be computed in accordance with the following formula: the applicable remuneration multiplied by the new index figure and divided by the initial index figure. The initial index figure is the Spanish IPC for the month prior to the month of commencement date of the Services.

The NEMOs shall reimburse INDRA for any out of pocket expenses reasonably incurred by INDRA and approved by the NEMOs beforehand.



2.4 Parties agree to delete Section 4 of Annex 3 (INVOICING AND PAYMENT) and entirely replace it with the following wording:

SECTION 4.- INVOICING AND PAYMENT

[REDACTED]

[REDACTED]

a) [REDACTED]

b) [REDACTED]

2.5 Parties agree to add a new Annex 7 (General Data Protection -information clause of TGE) hereby attached as attachment 2.

Clause 3 ENTRY INTO FORCE

This First Amendment shall enter into force on the 1 December 2021, retroactively as the case may be, provided that all Parties have signed it by sending a scan of the signed signatory page of the First Agreement to a third coordinating party assigned by the Parties. The third coordinating party will collect all copies of the received signed signatory pages and provide a copy of the main text of the First Agreement with the copies of the signed signatory pages to the Parties.

Clause 4 MISCELLANEOUS

4.1 No provision of this First Amendment Agreement shall be interpreted adversely against a party solely because that party was responsible for drafting that particular provision.

4.2 This First Amendment Agreement constitutes an integral part of the Agreement and it only amends, replaces or deletes those provisions of the latter which have been described above, it being understood that all of the others shall remain unchanged.

4.3 In the event of any ambiguity or inconsistency between this First Amendment Agreement and the Agreement in force previously to the entering into force of this First Amendment agreement, the text of this First Amendment Agreement shall prevail.

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Main Body

4.4 The Parties agree that the consolidated version of Annex 3 - Hosting & Maintenance Services (with changes introduced with the First Amendment) is hereby attached in attachment 1.

4.5 The Parties are aware of the fact that OTE, a.s., irrespective of the applicable law of this First Amendment, has a national legal obligation within the meaning of Section 2 (1) of Act No. 340/2015 Coll., on special conditions for the entry into force of certain contracts, publishing and for the registry of contracts according to which the entry into force of this First Amendment is subject to prior publication of this First Amendment (with confidential parts blackened out) in the National Contract Registry of the Czech Republic.

IN WITNESS THEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment in twelve (12) original copies each in English language.

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Main Body

Name: INDRA SOLUCIONES TECNOLOGÍAS DE LA INFORMACIÓN, S.L.U	Signed: [Redacted]
Name: INDRA SOLUCIONES TECNOLOGÍAS DE LA INFORMACIÓN, S.L.U	Signed: [Redacted]
Name: EPEX Spot SE	Signed: [Redacted]
Name: Nord Pool European Market Coupling Operator AS	Signed: [Redacted]
Name: OMI, POLO ESPAÑOL S.A.	Signed: [Redacted]
Name: BSP ENERGY EXCHANGE LL C	Signed: [Redacted]
Name: TOWAROWA GIEŁDA ENERGII S.A.	Signed: [Redacted]
Name: OTE AS	Signed: [Redacted]
Name: OPERATORUL PIETEI DE ENERGIE ELECTRICA SI DE GAZE NATURALE S.A.	Signed: [Redacted]
Name: INDEPENDENT BULGARIAN ENERGY EXCHANGE	Signed: [Redacted]
Name: HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES	Signed: [Redacted]
Name: CROATIAN POWER EXCHANGE LTD.	Signed: [Redacted]
Name: GESTORE DEL MERCATI ENERGETICI S.P.A	Signed: [Redacted]

ATTACHMENT 1

Annex 3 Consolidated Version (with changes introduced with the First Amendment)

SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL

ANNEX 3

HOSTING & MAINTENANCE SERVICES

For the purpose of this Annex 3 (Hosting & Maintenance Services), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition list).

SECTION 1.- SERVICE DESCRIPTION HOSTING SERVICES AND MAINTENANCE SERVICES.

I. Scope

INDRA shall assure the hosting and corrective maintenance of the PMI Logger Analysis Tool.

II. Maintenance Services

INDRA shall ensure corrective maintenance as described hereafter.

INDRA shall ensure correction of bugs or incident resolution, under a SLA.

Corrective maintenance starts after the expiration of the warranty period set forth in Article 5.2.8.

Corrective maintenance service includes:

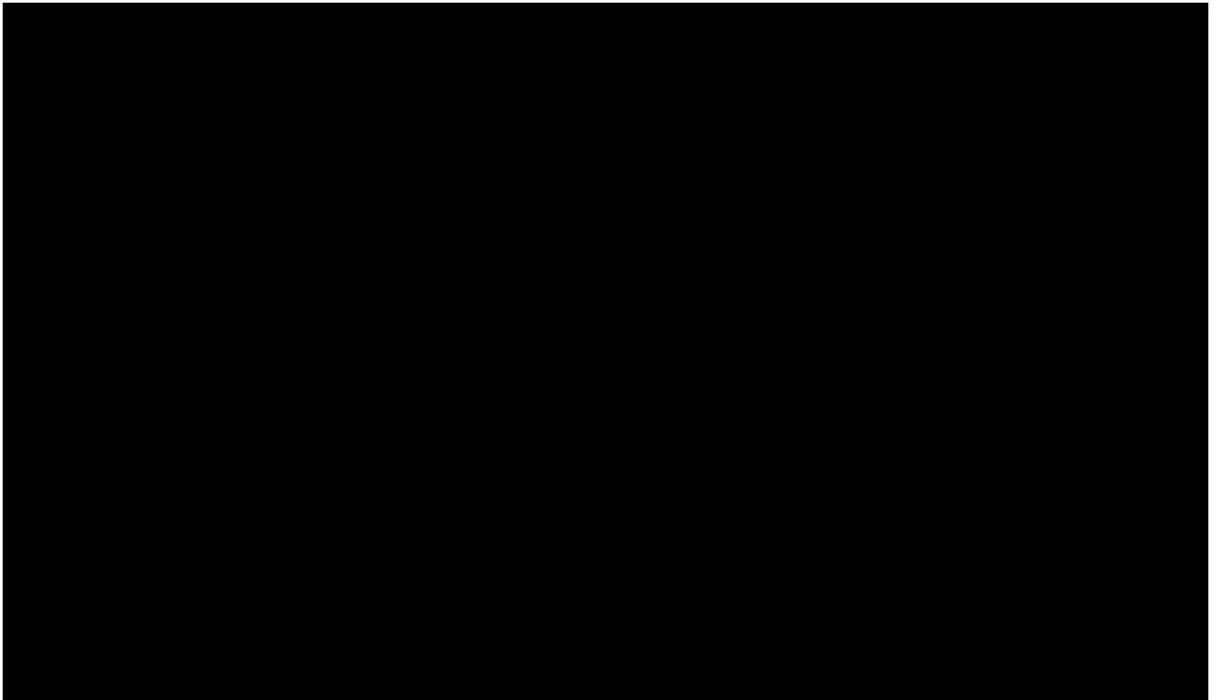
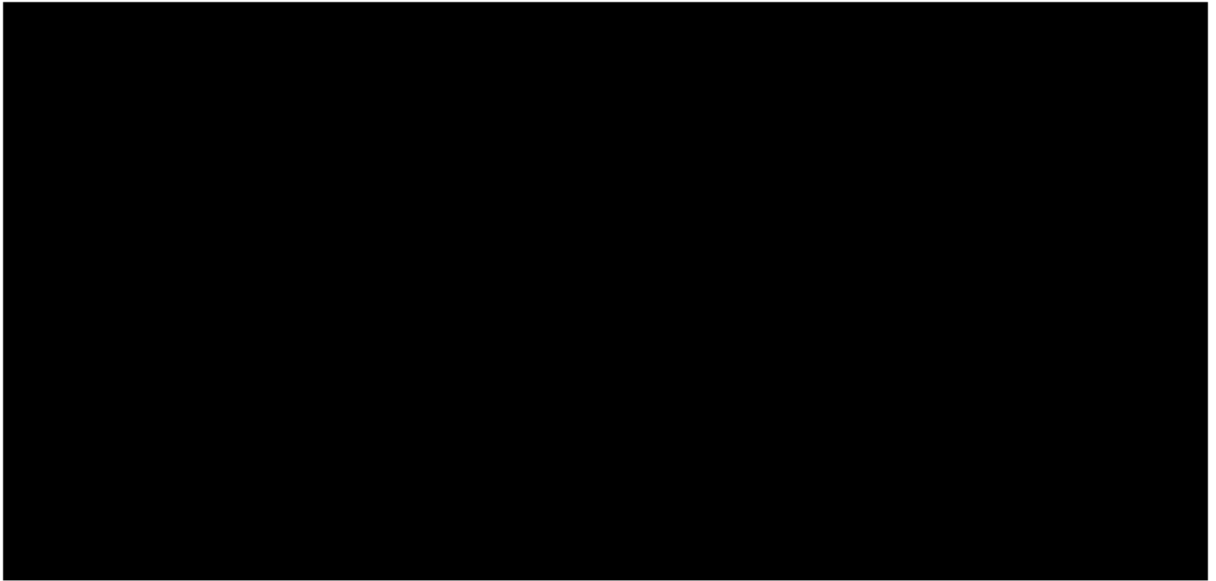
- Correction of defects.
- Deployment of new versions.
- Support of new versions.

INDRA shall provide a support email account to receive the incidents, as well as a detailed procedure to annex evidences, test or specific data that produces the error. In case of urgent matters and when email is down other communication channels may be used.

III. Hosting

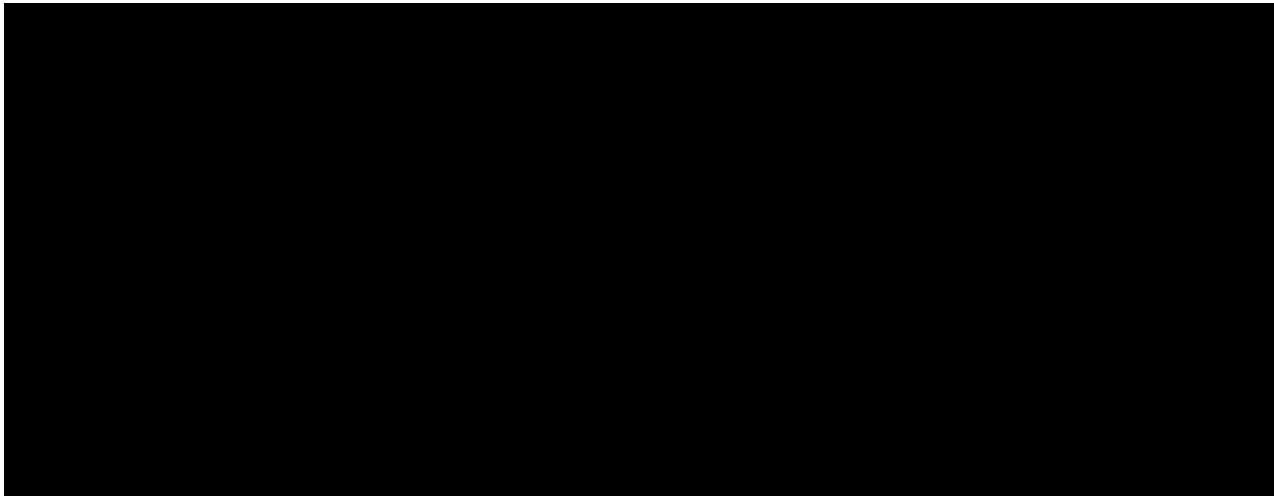
Indra shall provide the following Hosting Services:

[REDACTED]



Included Hosting Services:

- [REDACTED]



[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SECTION 2.- SERVICE LEVELS – SERVICE CREDITS

The Maintenance Services are provided against SLAs:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Estimated effort:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

No specific service level credits were agreed.

SECTION 3.- REMUNERATION

The remuneration for the Hosting Services is until December 31st, 2018 [REDACTED]

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Attachment 1 -Consolidated version of Annex 3

The annual remuneration for the Hosting Services from the 1st of January 2019 till the 30th of November 2021 shall be [REDACTED]

[REDACTED]

As of December 2021, [REDACTED]

[REDACTED]

As of January 2023, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The remuneration for the Maintenance Services is until December 31st, 2018 [REDACTED]

[REDACTED]

The annual remuneration for the Maintenance Services from the 1st of January 2019 till the 30th of November 2021 [REDACTED]

[REDACTED]

As of December 2021, [REDACTED]

[REDACTED]

As of January 2023, [REDACTED]

[REDACTED]

In both cases the annual adjustment corresponding to inflation correction shall be computed in accordance with the following formula: the applicable remuneration multiplied by the new index figure and divided by the initial index figure. The initial index figure is the Spanish IPC for the month prior to the month of commencement date of the Services.

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Attachment 1 -Consolidated version of Annex 3

The NEMOs shall reimburse INDRA for any out of pocket expenses reasonably incurred by INDRA and approved by the NEMOs beforehand.

[REDACTED]

SECTION 4.- INVOICING AND PAYMENT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 2

Annex 7 General Data Protection-information clause of TGE

SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL

ANNEX 7

GENERAL DATA PROTECTION

Information clause of TGE for persons authorised to represent the entity and persons indicated as business contacts

Information concerning the processing of personal data by Towarowa Giełda Energii S.A. in connection with the requirements of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)(hereinafter "GDPR").

The controller of the data of the persons authorized to represent the entity and the persons indicated as business contacts is Towarowa Giełda Energii S.A. (TGE), ul. Książęca 4, 00-498 Warszawa, phone: +48 22 341 99 12, tge@tge.pl.

The controller has appointed a personal data protection officer, who can be contacted at: daneosobowe@tge.pl.

The scope of personal data to be processed by TGE includes the name and surname, business e-mail address, business telephone number and position, and in case of persons authorized to represent the entity – the name, surname, position and data contained in the current excerpt from the relevant register, or the data contained in the power of attorney.

The personal data of persons authorised to represent the entity and the data of persons indicated as business contacts will be processed by TGE according to Article 6(1)(f) GDPR, i.e. on the basis of a legitimate interest of the controller which is to verify the correct representation of the entity in connection with a declaration of will being made, exchanging communication in connection with the conclusion or performance of a contract, maintaining and developing business relations, or asserting, pursuing or defend oneself against possible claims. The recipients of the data may include entities engaged in the processing of personal data on behalf of TGE in connection with the services provided to TGE, e.g. consulting and IT services.

Every person has the right to request access to, rectification, erasure, restriction of processing and the transfer of his or her personal data. Every person has the right to object to the

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Attachment 2 -Consolidated version of Annex 7

processing of personal data to the extent that the processing of personal takes place on the basis of a legitimate interest of the Controller. Every person has the right to lodge a complaint against the processing of his/her data with the President of the Personal Data Protection Office.

The indication of persons authorised to represent the entity is required as a condition to the execution of the contract. The provision of the data of persons indicated as business contacts is voluntary but a failure to provide such data will impede communication and contact with the counterparty in connection with the contract.

Any inquiries or requests related to the processing of personal data by TGE should be sent to the following e-mail address: daneosobowe@tge.pl.