

Services Contract IDA CIP Solution

Annex 11 – Definition List

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Unless otherwise defined in the Contract, the following capitalised terms, shall have the following meanings in the Contract:

Capitalized Term	Definition
Acceding NEMO	means a “nominated electricity market operator”, as defined in the CACM Regulation wishing to accede to the Contract via the Accession Form provided in <u>Annex 8 (Accession Form)</u> ;
Acceptance	means the written declaration by the Clients in which they express that the relevant delivered Development Works or deliverables under the Maintenance Services comply with the Contract;
Acceptance Procedure	means the procedure to be followed regarding Acceptance by the Clients of the IDA CIP Tool or of deliverables under the Maintenance Services;
Acceptance Report	shall have the meaning set forth in <u>Article 3.9.1, i)</u> of <u>Annex 2 (Specific Terms Development Works)</u> or in <u>Article 3.9</u> of <u>Annex 3 (Specific Terms MH Services)</u> ;
Account Manager	means the person to be appointed by Provider to perform the tasks of the project manager set forth in <u>Annex 10 (Communication tools and governance organisation)</u> ;
Affiliate	means any subsidiary, holding company, or subsidiary of any such holding company, and with respect to a Client or of any subsidiary, holding company, or subsidiary of any such holding company of a Client;
Annex	means any attachment to this Contract;
Base Service Time	means the period when the Provider’s team availability and response time is guaranteed;
Best Efforts	means performing an obligation with the highest 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 (<i>inspanningsverbinenis / obligation de resultat</i>);
Breach	shall have the meaning set forth in <u>Article 16</u> of the Contract;
Business Day	means any day, with the exception of Saturdays and Sundays, in which banks are generally open to public in the country of incorporation of the Party that needs to take an action or perform an act within a certain timeframe;
CACM Regulation	means the Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Category A Defect	

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Capitalized Term	Definition
	[REDACTED]
Category B Defect	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
Change Request	means a Client's or Provider's request for the modification of the Services;
Change Request Document	means the template to be used for the Change Request as taken up in <u>Annex 9 (Change Request)</u> ;
CIP	means Central Interface Point;
CIP Data	means the configuration of the IDA CIP Tool and all incoming and outgoing messages of the IDA CIP Tool;
CIP Coordinator	means a NEMO that coordinates and operates, pursuant to the agreement amongst NEMOs, the operation of the IDA CIP Tool;
CIP DG	means the DA CIP Design Group;
CIP TG	means the IDA CIP Testing Group;
Confidential Information	shall have the meaning set forth in <u>Article 14</u> of the Contract;
Contract	means this agreement, including all documents, addendum, annexes or amendments, which are to be included as an integral part of the Contract;
Critical Incident	means an Incident that materially affects the use of the CIP and renders market coupling by means of the CIP impossible. No reasonable Workaround exists;
Data	shall have the meaning set forth in <u>Article 9.1</u> of the Contract;
Defect	[REDACTED]
Delivery Receipt Notice	shall have the meaning set forth in <u>Article 3.8.1</u> of <u>Annex 2 (Specific Terms Development Works)</u> ;

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Capitalized Term	Definition
Design Description	means the written description of the design of the IDA CIP Tool as attached as <u>Annex 1 (Technical Descriptions)</u> ;
Development Works	means the development services to be provided by Provider pursuant to <u>Annex 2 (Specific Terms Development Works)</u> ;
Developments	shall have the meaning set forth in <u>Article 9.2</u> of the Contract;
Disclosing Party	shall have the meaning set forth in <u>Article 14</u> of the Contract;
Documentation	shall have the meaning set forth in <u>Article 3.2.1</u> of <u>Annex 2 (Specific Terms Developments Works)</u> ;
Effective Date	means the date of entry into force of the Contract;
Enelane	shall have the meaning set forth in <u>Article 9.4</u> of the <u>Contract</u> ;
FAT	means factory acceptance testing;
Fix	means permanent correction of the Defect in the software or hardware;
Force Majeure	<p>means any event or situation which i) is not reasonably foreseeable by the affected Party at the time of entering into the Contract, ii) is reasonably beyond the control of such Party, iii) is not due to a misconduct of such Party, iv) cannot be reasonably avoided or overcome by such Party, and v) makes it impossible for such Party to fulfil temporarily or permanently, its obligations hereunder in accordance with the terms of this Contract. An event of Force Majeure shall include, but shall not be limited to the following (provided the aforementioned conditions are met):</p> <ul style="list-style-type: none"> a) 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; or b) sabotage or act of vandalism; c) natural disaster or phenomenon, pandemic; d) fire, explosions, radioactive, chemical or other hazardous contamination; or e) a general or industry-wide strike.
Functional Manager	means the person to be appointed by Provider to perform the tasks of the functional manager set forth in <u>Annex 10 (Communication tools and governance organisation)</u> ;
GDPR	shall have the meaning set forth in <u>Article 15</u> of the Contract;
Help Desk	means a contact point for the Clients or Third Party Users (hotline, an online application, and an email address) for reporting Defects, Incidents, as well as for making Change Requests, suggestions, or inquiries;
Hosting Services	means the services to be provided by the Provider in respect of the hosting of the IDA CIP Tool as described in <u>Annex 3 (Specific Terms MH Services)</u> ;

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Capitalized Term	Definition
Hotline	means a telephone line intended for reporting Incidents or for the provision of user advice based on the Clients' inquiries;
IDA	means the intraday auction mechanism; as referred to by ACER Decision n° 01/2019 of 24 January 2019 on the methodology for pricing intraday cross-zonal capacity (as amended from time to time);
IDA CIP Design Group (CIPDG)	shall have the meaning set forth in <u>Annex 10 (Communication Tools and Governance Organisation)</u> ;
IDA CIP Functional Integration Testing	means the testing performed to verify that all data between Parties and all systems interacting in the context of an IDA can be exchanged and that all related the business processes can be processed successfully;
IDA CIP Solution	means the IDA CIP Tool together with the infrastructure required to operate IDA CIP Tool;
IDA CIP Testing Group (CIPTG)	shall have the meaning set forth in <u>Annex 10 (Communication Tools and Governance Organisation)</u> ;
IDA CIP Tool	means the software application to be developed by Provider in accordance with in <u>Annex 2 (Specific Terms Development Works)</u> ;
IDA Connectivity Testing	means the testing performed to verify the functioning of each Party's connection to the central testing infrastructure and to mitigate the risk of a malfunction in the interfaces prior to IDA Functional Integration Testing;
IDA Incident Committee	means the committee put in place by the Parties to discuss and address Incidents;
IDA Simulation and Integration Testing	means the set of tests executed with all software and hardware components in order to demonstrate that all IDA business processes for a specific border/interconnector and in conjunction with other borders are processed correctly;
IDA Testing Plan	means a management document addressing organizational aspects of the IDA testing;
Incident	means an unplanned interruption or reduction in the normal operation of the IDA CIP Tool / IDA CIP Solution, including failures reported by Clients or Third Party Users, by technical staff or automatically detected and reported by monitoring tools;
Incident Reporter	means a person (Client, Third Party User, Provider and other central party mandated by Clients) reporting the Incident;
Intellectual Property Rights	means any intellectual property right or other (property) rights throughout the Nordic, Central West and Southern European regions or elsewhere in 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 statutory or common law, contract, or otherwise, and whether or not registered, registrable or perfected, including (a)

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Capitalized Term	Definition
	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; (g) design rights, whether registered or unregistered; (h) sui generis right on databases and (i) rights analogous to those in this definition and any and all other proprietary rights relating to intangible property;
JIRA	[REDACTED]
J-QUARM-U	shall have the meaning set forth <u>Annex 10 (Communication tools and governance organization)</u> ;
LOI	shall have the meaning set forth in <u>recital d)</u> of the Contract;
Maintenance Services	means the services to be provided by the Provider in respect of the maintenance of the IDA CIP Tool as described in <u>Annex 3 (Specific Terms MH Services)</u> ;
Major Incident	means an Incident, not being a Critical Incident, that materially affects the use of one or more of the main functions of the CIP. If a Workaround is found for a Critical Incident, it becomes a Major Incident;
MH Services	means the maintenance and hosting services provided by the Provider under this Contract;
Minor Incident	means any Incident other than a Critical or a Major Incident;
Office Hours	means every Monday until and including Friday from 09.00 to 17.00 CET on a Business Day in the Czech Republic;
Personal Data	shall have the meaning as set forth in the GDPR;
Project Manager	means the person to be appointed by Provider to perform the tasks of the project manager set forth in <u>Annex 10 (Communication tools and governance organisation)</u> ;
Provider Standard Software	means Standard Software developed by the Provider;
Provider’s Proprietary Rights	means Provider’s processes, tools, techniques and methodologies, in each case as maintained by Provider or created by or on behalf of or for the benefit of Provider prior to

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Capitalized Term	Definition
	or independently of Provider's provision of the Services. For the purpose of the Contract these Proprietary Rights are listed in <u>Annex 1 (Technical Descriptions)</u> ;
Reaction Time	means the time between the demonstrable notification of an Incident by the Client to the Provider and the time of the Provider's demonstrable response to such notification;
Recipient	shall have the meaning set forth in <u>Article 14</u> of the Contract;
Releas(es)	means set of software and hardware CIP components, jointly agreed by the Provider and Clients, which are developed, tested and delivered under the MH Services, in the production environment in one package;
Remuneration	shall have the meaning set forth in <u>Article 4</u> of the Contract;
Service Credits	means the decrease of the Remuneration as described in <u>Annex 3 (Specific Terms MH Services)</u> for failure to achieve the applicable Service Level;
Service Level	means the performance and quality level of Services as set forth in <u>Annex 3 (Specific Terms MH Services)</u> which the Provider commits to provide in respect of the provision of the Services under this Contract;
Service Level Report	means a document proving information of the compliance of the Provider with the agreed Service Level;
Services	means the services listed in <u>recital d)</u> of the Contract as further specified in the relevant Annexes;
SIDC	means the single intraday coupling as foreseen by CACM;
SIDC Cooperation	means the cooperation of TSOs and NEMOs at European level, including the common operation and further development of the SIDC, and the development, implementation and the operation of IDAs;
Source Code	means the software provided in human readable form in such a manner that one is able to recreate and maintain the software including all updates and upgrades to such software;
Specifications	means the specifications of the IDA CIP Tool described in <u>Annex 1 (Technical Descriptions)</u> ;
SPOC	means the special point of contact appointed by a Party for communications and exchanges;
Standard Software	means a software, which Provider offers as a standard product, which is (or can be) used by multiple clients of Provider;
Test Manager	means the person to be appointed by Provider to perform the tasks of the test manager set forth in <u>Annex 10 (Communication tools and governance organisation)</u> ;
Testing Phase	means the software and hardware component validation activities focused on the specific validation goals such as

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Capitalized Term	Definition
	validation of the functionality, connectivity, performance, security etc.;
Testing Report	means the report referred to in <u>Article 3.9.1.</u> of <u>Annex 2 (Specific Terms Development Works)</u> ;
Third Party Contractors	means any third party supplier providing IT services and/or IT deliverables to the Clients;
Third Party User	means any user of the IDA CIP Solution other than the Clients, to which the Clients granted a right of use of the IDA CIP Solution;
TSO	means a transmission system operator participating in the SIDC Cooperation;
Workaround	means a temporary Fix or bypass of a recognized problem, including an Incident, in the IDA CIP Solution, that required a genuine temporary solution to the problem;
XBID System	means the software and ICT applications for continuous trading (including interfaces) developed by the XBID System supplier;
XBID System Supplier	means the entity that is providing the XBID System and related services to the Clients.