

**Third Amendment to the All NEMO Intraday Operational Agreement (ANIDOA)
Attachment 3 – Adapted Annex 1 to ANIDOA (Definition List)**

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ATTACHMENT 3

Adapted Annex 1 (Definition List)

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All NEMO Intraday Operational Agreement (ANIDOA)

ANNEX 1

Definition list

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I. Definitions

Accession Declaration	means a document recording the terms of accession of a new Party to this Agreement in accordance with the provisions of <u>Article 26 (Accession)</u> , substantially in the form of the pro-forma attached as <u>Annex 10 (Accession Declaration form)</u> ;
Accession Fee	has the meaning set forth in Section III.3.1 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
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 <u>Article 31.1.1</u> ;
Agreement	the all NEMOs Intraday Operational Agreement, abbreviated as ANIDOA, as may be amended, supplemented or replaced from time to time;
ANCA	shall have the meaning set forth in recital F);
ANDOA	shall have the meaning set forth in recital M);
Appendix	means any document attached to an Annex of 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, including the approved MCO Plan, any approved terms, conditions or methodologies as implemented from time to time under such laws or regulations;
Applicant	has the meaning set forth in <u>Article 26.2</u> ;
Best Efforts	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 (" <i>middelvenbintenis</i> " / " <i>obligation de moyen</i> ");
Bidding Area	means the largest geographical area within which market participants are able to exchange electricity without capacity allocation. For the sake of clarity, Bidding Area is the same as bidding zone in the Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in the electricity markets;

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BM WG	means in the context of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> , the working group assigned under the IDOA with the budget management and budget monitoring;
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;
Business Go-Live	means the date at which Operational NEMOs start the market operation in the productive environment for the XBID System, as decided by the Operational NEMOs;
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;
Calendar Quarter	means one of the four quarters of a calendar year, i.e. from January to March, April to June, July to September and October to December;
Cancellation	with respect to a session of SIDC/IDA Operations, means the situation, governed by the procedure set forth in the operational procedures of IDOA, that occurs when all Operational NEMOs are unable to perform SIDC/IDA Operations. The term "Cancel" shall be construed accordingly.
Capacity Management Module or CMM	means the XBID module for capacity management, i.e. the system containing up-to-date information on available cross-zonal capacity for the purpose of allocating intra-day cross zonal capacity (in accordance with article 2 of the CACM Regulation).
Change	means any change subject to the NEMO Change Control Procedure, small or large, through which a Component subject to this NEMO Change Control Procedure becomes different;
Claiming Party	has the meaning set forth in Section II.6.2, c) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Clearing and Settlement Arrangement	means any arrangement entered into by a Party (or by a Third Party on behalf of a Party) for clearing and settlement of the exchange of energy resulting from SIDC;
Common Decision	has the meaning set forth in <u>Article 8.1.4, i)</u> ;
Competent Authority	means ACER, any NRA or any other, national, federal, regional, state, local, or other court, arbitral tribunal, administrative agency

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or commission or other governmental, municipal, administrative or regulatory body, authority, agency or inspectorate with jurisdiction over any one or more Parties to this Agreement;

Component	means all ICT systems (software and hardware), interfaces, procedures, functional requirements and corresponding technical specifications, related documentation or information, related services, or any other element part of the XBID Solution or IDA System;
Concerned Party	means any Party (not being the Defendant Party) which may be under an obligation to hold harmless and indemnify a Defendant Party;
Confidential Information	means: i) any information, whether or not marked as confidential, exchanged between any two or more Parties 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 this Agreement;
Confidentiality Declaration for the EU XBID Cooperation	means the confidentiality declaration signed by a Party that is not a party to the PCA in order to be granted access to certain documentation and information related to the EU XBID cooperation;
Control	means, for the purpose of the definition of “Internal Representatives”, the situation where a person: <ul style="list-style-type: none">- 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

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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;

Cross NEMO Data	means, with respect to two (2) NEMOs, output data generated by the matching of orders submitted by or on behalf of those two (2) NEMOs. They include trade prices, trade volumes, net positions of individual trades. For the avoidance of doubt, input data (such as data related to the orders submitted by each NEMO) and derivative data (from input data and output data such as related indices) are Individual NEMO Data;
Daily Observer	means each and any SIDC/IDA Serviced NEMO listed in the SIDC/IDA daily operational contact list as an observer;
DAOA	shall have the meaning set forth in recital N);
Data Protection Legislation	means the GDPR and all other relevant national and European laws and regulations concerning data protection, electronic communications and privacy;
Defaulting Party	has the meaning set forth in <u>Article 31.1.1</u> ;
Defendant Party	means any Party (not being the Defaulting Party) that receives a Third Party claim related to the Agreement which is entitled to request the Concerned Party to be held harmless and indemnified;
Directive 2006/112/CE	means the Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax, as published on 11 December 2006 as further amended or supplemented;
Directive 2011/7/EU	means the Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions, as published on 23 February 2011, as further amended or supplemented;
Disclosing Party	means any Party that discloses Confidential Information to another Party;
Dispute	has the meaning set forth in <u>Article 37.1</u> ;
Disputing Parties	has the meaning set forth in <u>Article 37.2</u> ;

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Due Date	has the meaning set forth in Section II.7.2 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Equal Treatment Charter	means exhibit 6 to the XBID-MSA as amended from time to time;
EU	means the European union of countries and states from time to time during the continuance of this Agreement, established by the Treaty of Maastricht, with effect from 1 November 1993;
Euphemia	means the common matching algorithmic software for the calculation of SIDC/IDA Market Coupling Results as further described in Annex 6 (Technical requirements). Euphemia is part of the SIDC/IDA Assets;
Exit Plan	has the meaning set forth in <u>Article 33.4.1</u> ;
Explicit Participant	means person that is authorized by one or more concerned TSO(s) to request explicitly capacity through the XBID Solution on at least one interconnection to the exclusion of a NEMO offering a market place for implicit intraday trading or a person acting on behalf of a NEMO offering a market place for implicit intraday trading. At the time of entry into force of the Agreement, and without prejudice to potential future addition of other borders pursuant to NRAs decision and process set forth in the CACM Regulation, only the France-Germany border is concerned by the access of Explicit Participants;
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 ID NEMO Cooperation;
Force Majeure	<p>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:</p> <ul style="list-style-type: none">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

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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;

Forced Exit	means, with respect to any one or more Parties, the termination of such Parties' participation in the Agreement by the other Parties in accordance with <u>Article 33.2</u> ;
Forced Exit Party	has the meaning set forth in <u>Article 33.2.1</u> ;
GDPR SPOC	shall have the meaning set forth in Article 39.4.2;
General Data Protection Regulation or GDPR	means the 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);
Global NDA	means the "Single DA and ID Coupling Observership and Non-Disclosure Agreement" signed by NEMOs and TSOs and which entered into force on 23 February 2016;
Global Product	means all Products set up in the XBID System and eligible to be matched in the XBID System;
Go-Live	means the start of the operation by a Party of SIDC/IDCT and/or SIDC/IDAs in accordance with exhibit 6 to the IDOA;
High Level Architecture or HLA	means exhibit 4 to the IDOA;
Historical Costs	has the meaning set forth in Section III.3.1, a) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Historical Data	means data of NEMOs that are deemed historical once two (2) weeks have passed after the trading date;
IC SPOC Services	means the services provided in accordance with annex 1 to exhibit 15 of the IDOA;

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ICC		means the International Chamber of Commerce, being the organisation by that name whose purpose is to establish rules for international trade and to support the interests of business in international affairs;
ICT		means, information and communication technology;
ID MCO Function		shall have the meaning set forth in article 7.2 of the CACM Regulation and in section 2 point 7 of the MCO Plan;
ID NEMO Cooperation		means the cooperation set under this Agreement;
Identical Components	NEMO	means a Component that must be identical for all Parties when operating SIDC/IDCT and/or SIDC/IDA; For the avoidance of doubt, Components listed in <u>Annex 2 (Identical NEMO Components)</u> are considered Identical NEMO Components;
IDOA		shall have the meaning set forth in recital H);
IDOA Change Procedure	Control	means the change control procedure attached as exhibit 3 to the IDOA;
INCA		shall have the meaning set forth in recital F);
Individual Components	NEMO	means any Component which is not an Identical NEMO Component or an SIDC/IDA Asset;
Individual NEMO Data		means, with respect to one (1) NEMO, data generated by or on behalf of that NEMO (e.g. input data, such as data related to the orders submitted by NEMOs, as well as output data, such as the trade prices, trade volumes, net positions of individual trades, as well as derivative data from input data and output data such as related indices);
Initial Go-Live		means the first Go-Live of SIDC/IDCT or SIDC/IDA by all or a sub-group of Parties;
Intellectual Property Rights or IPR		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

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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 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;
IT Operation	means the service of making available to the Parties for daily 24h operational use the Identical NEMO Components, including interfaces and server infrastructure, as well as the technical operation and management thereof and possibly also maintenance and hosting thereof;
Joint Matter(s)	means any topic and/or issue that falls within the scope of both DAOA and IDOA.
Joint SIDC Procedures	means the operational procedures attached as exhibit 6 to the IDOA;
Local Arrangement	means: a) any agreement and/or consensus of opinion, whether in writing or orally; or b) any Applicable Law, which applies to a subset of the Parties (as well as Third Parties as the case may be). For the sake of clarity, the XBID-MSA is not a Local Arrangement;
Local Product	all Products not set up in the XBID System and not eligible to be matched in the XBID System;
Local Trading Solution	means the complementary solution to the XBID Solution, that is used by a NEMO to collect, consolidate and anonymize trading data between the XBID Solution and the NEMO's Market Participants. There is no direct communication between a Market Participant and the XBID Solution. The Trading Solution(s) of the NEMO(s) communicate(s) with the XBID Solution only by means of the TS Client;
Loss	has the meaning set forth in Article 31.2.1 ;
LTS	means the local Trading Solution;

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Market Area	shall mean a representation of a price area in the delivery grid of commodity. Market Areas can contain one or more Delivery Areas and are defined with the functional assumption that transport capacity of a commodity between Market Areas is subject to congestion;
Market Coupling Steering Committee/MCSC	means the governing body of the cooperation among NEMOs and TSOs as described in the IDOA;
Market Participant	means entity authorized by a Party to submit orders in a LTS connected to the XBID System;
MCO Plan	means the plan that sets out how NEMOs will jointly set up and perform the ID MCO Function pursuant to article 7.2 of the CACM Regulation;
Market Rules	with respect to each NEMO, means the terms and conditions regarding the organization, the functioning, the access to and the trading on the relevant trading platform by its market participants;
Methodology	the terms and conditions or a methodology to be established according to the CACM Regulation, including approved proposals;
Modification	means a request for complex Changes, with a medium/high risk category, affecting multiple Components subject to the NEMO Change Control Procedure, or such Components which are under the responsibility of more than one Party;
Monthly Report	has the meaning set forth in Section II.4.5 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Monitoring Period	means the period, following the Initial Go-live of SIDC/IDA, during which SIDC/IDA Suspension could occur.
MPLS	shall mean multiprotocol label switching;
MPLS Communication Network	means the robust and secure MPLS communication network between the LTS of certain NEMOs and the XBID Solution hosted by the XBID System Service Provider;
MPLS Network Service Provider	means the service provider providing the communication services to all NEMOs;
MPLS Network Service Provider SPOC	means the Operational NEMO appointed in accordance with <u>Article 18.1.2.3</u> in order to provide the services described in the document “XBID_NEMO_OTH_04-MPLS Incident Management”, as taken up in <u>Annex 7 (NEMO Operational procedures)</u> ;
MPLS Services Framework Agreement	means the agreement entered into by the NEMOs with the MPLS Network Service Provider;

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NEMO	means a “nominated electricity market operator”, as defined in the CACM Regulation ;
NEMO Central Admin / NCA	means the person performing the role described in <u>Annex 7 (NEMO Operational Procedures)</u> , in particular in the document with the title “XBID_NEMO_OTH_03 – XBID NEMO Admins”, in respect of modification and management of data which affect all NEMOs and which are shared by all NEMOs and in case of emergency when NEMO itself cannot do the NEMO admin task on its own;
NEMO Change Control Procedure	means the document attached as <u>Annex 11 (NEMO Change Control Procedure)</u> to the Agreement;
NEMO Committee	means the governance body established under the ANCA;
NEMO Coordinator	means the Party that effectively performs at the same time the IC SPOC services, NEMO Central Admin services and MPLS Network Service Provider SPOC services;
NEMO ID SC	the steering committee as organized under the Agreement;
NEMO ID SC Secretary	means such person, being an employee of a NEMO, as may be appointed from time to time by the NEMOs to act as secretary to the NEMO ID SC;
NEMO Operational Procedures	means the procedures attached to the Agreement as <u>Annex 7 (NEMO Operational Procedures)</u> ;
NEMO OPSCOM	means the NEMO only operational committee, which is a committee dealing with NEMO only operational issues such as incidents and changes to Components;
NEMO OPSCOM Chair	means the person appointed as the chair of the NEMO OPSCOM in accordance with <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
NEMO OPSCOM Secretary	means the person appointed as the secretary of the NEMO OPSCOM in accordance with <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
NEMO Vote	means the collective vote that NEMOs submit for the purposes of MCSC decisions under the IDOA;
Nominated Contact Person	has the meaning set forth in <u>Article 34</u> ;
Non-Performance	has the meaning set forth in <u>Article 31.1.1</u> ;
Notification	means a request for i) Changes, with a very low/low risk category, affecting a small number of Components subject to the NEMO Change Control Procedure owned by one or more Parties and ii) Changes only to local items with no identified impact on common items;

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NRA	means the relevant national regulatory authority designated at national level consistently with the relevant EU legislation or, in case of a country for which the relevant EU legislation does not apply, the national regulatory authority designated at national level by similar legal provisions;
Observer	means a person that is granted observer status in accordance with the provisions of <u>Article 25 (Observer status)</u> ;
Operational Decision	has the meaning set forth in <u>Article 8.1.4, ii)</u> ;
Operational NEMOs	means a Party whose orders are being matched in SIDC/IDCT and/or SIDC/IDA;
Opinion	has the meaning set forth in <u>Article 37.7</u> ;
Partial Decoupling	with respect to a session of SIDC/IDA Operations, means the situation, governed by the procedure set forth in the NEMO Operational Procedures, in which one or more Operational NEMOs are unable to perform SIDC/IDA Operations due to its/their inability to provide SIDC/IDA Individual Input Data. The term “ Partially Decouple ” shall be construed accordingly;
Party	means any party to the Agreement;
Paying Party	has the meaning set forth in Section II.6.2, c) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
PCA	means the “XBID PX Cooperation Agreement” referred to in recital B) as amended from time to time;
PCR Co-owners	means those Parties that, as parties to the PCR Co-ownership Agreement, have joint ownership of the Euphemia and PMB;
PCR Co-ownership Agreement	means the agreement entered into by PCR Co-owners which establishes the co-ownership, among others, of the PCR Co-owners on Euphemia and PMB;
PCR Licensee	means each and any Party that is entitled to use Euphemia and PMB for SIDC/IDA Operations pursuant to a license agreement entered into with PCR Co-owners;
Permitted Purpose	means, in the context of the utilization of Confidential Information by a Recipient Party, for the purposes of the Agreement as set forth in <u>Article 3 (Purpose of the Agreement)</u> and in connection with the performance of any one or more of the tasks under the Agreement;
Personal Data	means any information qualified as personal data pursuant to article 4(1) of GDPR;

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PMB	means the SIDC/IDA Asset formed by PCR Matcher and PCR Broker as further described in Annex 6 (Technical requirements);
PMI	means the public message interface;
PMO	means such person with the requisite skills and experience as the NEMO ID SC may appoint from time to time to perform such administrative tasks on behalf of the NEMO ID SC as the NEMO ID SC may determine, including those tasks allocated to the NEMO ID SC Secretary under the terms of the Agreement;
Power Exchange or PX	means any power exchange or other market operator which operates day ahead and/or intraday electricity markets;
PSP Agreement	means the “EU XBID Procurement Selection Procedure Agreement” concluded on 25 May 2013 by certain Parties and which entered into force with retroactive effect as of 18 October 2012, governing the selection of an ICT service provider for the provision of the necessary services for developing the XBID System;
Quarterly Account	has the meaning set forth in Section II.6.2, b) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Quarterly Report	has the meaning set forth in Section II.6.2, a) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Recipient Party	means any Party that receives Confidential Information from another Party;
Referral	has the meaning set forth in <u>Article 37.3</u> ;
REMIT	means Regulation (EU) No 1227/2011 of the European Parliament and of the Council of 25 October 2011 on wholesale energy market integrity and transparency as may be amended, supplemented or replaced from time to time;
Request for Change (RFC)	means the proposal containing the request for any Change subject to the NEMO Change Control Procedure;
Rules of Internal Order (RIO)	means the organisational rules attached to the Agreement as <u>Annex 9 (Rules of Internal Order (RIO))</u> ;
SDAC	means “single day ahead coupling” as defined in the CACM Regulation;
Section	means a section of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
SIDC/IDA(s)	means the auction trading sessions of SIDC established by the Methodology for pricing intraday cross-zonal capacity, developed

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pursuant to Article 55 of Regulation (EU) 2015/1222 and approved by ACER with the decision 01/2019 of January 24 2019;

SIDC/IDA Assets		means the group of SIDC/IDA System’s components formed by Euphemia, PMB and SIDC/IDA CIP Tool;
SIDC/IDA Coordinator	Backup	means the Operator which in addition to performing the task as a SIDC/IDA NEMO Operator, is prepared, if necessary, to take over the SIDC/IDA Coordinator role at any moment as further described in Article 18.2.6;
SIDC/IDA CIP Tool		means the software functioning as central interface point for SIDC/IDAs as further described in Annex 6 (Technical requirements). The SIDC/IDA CIP Tool is part of the SIDC/IDA Assets.
SIDC/IDA Agreement	CIP Services	means the agreement for the development and maintenance of the SIDC/IDA CIP Tool entered into by the Parties with the relevant Third Party Service Provider;
SIDC/IDA Coordinator		means an SIDC/IDA NEMO Operator, as further described in Article 18.2.5, which, in addition to performing its tasks, is responsible for coordinating the operation of the SIDC/IDAs in accordance with Article 18.2.5 and NEMO Operational Procedures;
SIDC/IDA Incident		means the occurrence of a circumstance impacting the SIDC/IDA Operations preventing the SIDC/IDA Coordinator, SIDC/IDA Backup Coordinator and SIDC/IDA NEMO Operators to perform SIDC/IDA Operations;
SIDC/IDA Committee	Incident	shall have the meaning set under Article 18.2.1.7;
SIDC/IDA Individual Input Data		means, with respect to each Operational NEMO, the data to be sent to the SIDC/IDA System by itself or by its SIDC/IDA Servicing NEMO in order to calculate the SIDC/IDA Results. Such data consists of: <ul style="list-style-type: none"> i) the network features provided by the relevant TSOs that shall be taken into account in the calculation of SIDC/IDA Results, ii) its SIDC/IDA Order Data.
SIDC/IDA NEMO Operator		means an Operational NEMO, as further described in Article 18.2.7, performing the SIDC/IDA Operations, which provides the Coordinator with the information needed for the calculation of the Results, participates in the actions convened by the Coordinator, complies with commonly agreed decisions and accepts or rejects the SIDC/IDA Results in respect of its SIDC/IDA Individual Input Data (plus those of

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its SIDC/IDA Serviced NEMO(s)) in accordance with Article 18.2 and NEMO Operational Procedures;

SIDC/IDA Market Coupling Results

means the final SIDC/IDA market coupling results following confirmation by TSOs (i.e. TSOs' confirmation of the SIDC/IDA Preliminary Market Coupling Results), which shall comprise:

- a) a single clearing price for each Bidding Area and Market Time Unit (MTU) in EUR/MWh,
- b) a single net position for each Bidding Area and each MTU,
- c) the approximation of the matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,
- d) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas,
- e) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,
- f) the information which enables the execution status of orders to be determined, and
- g) the acceptance ratio for each block as defined in the SIDC/IDA Products,

plus such other results as the Parties may agree from time to time to be incorporated in the above list;

SIDC/IDA Operations

means the process for the production of the SIDC/IDA Market Coupling Results in accordance with Article 18.2 and the NEMO Operational Procedures;

SIDC/IDA Operational Calendar

with respect to SIDC/IDA Operations, means the calendar setting forth the periods during which a SIDC/IDA NEMO Operator will assume the SIDC/IDA Coordinator role and SIDC/IDA Backup Coordinator role set forth in Article 18.2.7. The SIDC/IDA Operational Calendar is described in the NEMO Operational Procedures;

SIDC/IDA Operational Date

means the date on which a Party starts SIDC/IDA Operations;

SIDC/IDA Order Data

means the anonymized and aggregated Bids submitted on the trading platform of an Operational NEMO;

SIDC/IDA Preliminary Market Coupling Results

means the results calculated by the SIDC/IDA Coordinator through the SIDC/IDA System described in Annex 7 (NEMO Operational Procedures) and confirmed by the SIDC/IDA NEMO Operators, prior to TSOs' final confirmation, which shall comprise:

- a) the single clearing price for each Bidding Area and Market Time Unite (MTU) in EUR/MWh,

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- b) the single net position for each Bidding Area and each MTU,
- c) the approximation of matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,
- e) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas,
- d) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,
- f) the information which enables the execution status of orders to be determined, and
- g) the acceptance ratio for each block as defined in the SIDC/IDA products,

plus such other results as the Parties may agree from time to time to be incorporated in the above list;

SIDC/IDA Operational Calls is any call concerning operations different from the SIDC/IDA Session Call and the call convened when SIDC/IDA Incident occurs (“Sgoverned by IDOA), as further described in the NEMO Operational Procedures;

SIDC/IDA Operational Breach means any breach by a Party of Article 18.2, except for Articles 18.2.11, 18.2.12, or of the NEMO Operational Procedures;

SIDC/IDA Operational Liability Claim means any claim for compensation of damages of a Third Party towards a Party for any damage caused by a Party to such third party related to SIDC/IDA Operations, *inter alia* pursuant to an alleged SIDC/IDA Operational Breach;

SIDC/IDA Results means the results calculated by the SIDC/IDA Coordinator, the SIDC/IDA Backup Coordinator and by any SIDC/IDA NEMO Operator through the SIDC/IDA System described in Annex 7 (NEMO Operational Procedures), not yet confirmed as SIDC/IDA Preliminary Market Coupling Results, which shall comprise:

- a) the single clearing price for each Bidding Area and Market Time Unite (MTU) in EUR/MWh,
- b) the single net position for each Bidding Area and each MTU,
- c) the approximation of matched volumes of each NEMO trading hub per Bidding Area for each relevant MTU,
- e) the scheduled exchanges between Bidding Areas (in case of direct current interconnectors separately for each of them) and between scheduling areas,
- d) scheduled exchanges between NEMO trading hubs per Bidding Area for each relevant MTU,
- f) the information which enables the execution status of orders to be determined, and

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g) the acceptance ratio for each block as defined in the SIDC/IDA Products,

plus such other results as the Parties may agree from time to time to be incorporated in the above list;

SIDC/IDA Products	means all Products set up in the SIDC/IDA System and eligible to be matched in the SIDC/IDA System;
SIDC/IDA Serviced NEMO	means an Operational NEMO in SIDC/IDA which has delegated, at least, its performance of SIDC/IDA Operations to its SIDC/IDA Servicing NEMO, according to a bilateral service provision agreement;
SIDC/IDA Servicing NEMO	means an Operational NEMO in SIDC/IDA which has been delegated by its SIDC/IDA Serviced NEMO to perform, at least, the SIDC/IDA Operations on its behalf, according to a bilateral service provision agreement;
SIDC/IDA Session Call	means each of the daily calls initiated by the SIDC/IDA Coordinator in order to manage SIDC/IDA Operations , as further described in the NEMO Operational procedures;
SIDC/IDCT Serviced NEMO	means an Operational NEMO in SIDC/IDCT to which its SIDC/IDCT Servicing NEMO provides, at least, the services for the common usage of the network communication, as further described in art 11.2.8.3;
SIDC/IDCT Servicing NEMO	means an Operational NEMO in SIDC/IDCT which provides its SIDC/IDCT Serviced NEMO with, at least, the services for the common usage of the network communication, as further described in art 11.2.8.3;
SIDC/IDA System	means the software and ICT applications (incl. hardware if any), as well as all relevant documentation pertaining thereto which is to be used for the performance of the SIDC/IDA;
SIDC/IDA Suspension	means the temporary stop of SIDC/IDA Operations decided by MCSC during the Monitoring Period. As a consequence of SIDC/IDA Suspension, SIDC temporarily returns to the situation before the Initial Go-Live of SIDC/IDA until SIDC/IDA is resumed;
Sharing Key	means, with respect to the sharing of NEMO Common Costs between the Parties, the sharing key, determined in compliance with the CACM Regulation and NRA guidance, as described in <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Shipping Module or SM	means the module of the XBID Solution providing information from trades concluded within the SIDC. The Shipping Module receives and

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		processes data from the SOB and the CMM, enriches and filters the data and makes it available to the defined recipients;
Single Intraday Coupling or SIDC		means both SIDC/IDCT and SIDC/IDA;
SIDC/IDCT		means the single intraday coupling based on continuous trading as referred to in article 2, 27° of CACM;
SIDC/IDCT Incident Committee or IC		means the committee established under the IDOA, to manage incidents in accordance with the document with the title “SIDC_JOINT_FAL_01 - Incident Management”, attached as exhibit 6 of the IDOA;
SIDC NEMOs-Only Common Costs		means the common costs according to the CACM Regulation to be shared by NEMOs only;
SM NEMO Admin or SM NA		means the person which is responsible for the role described in <u>Annex 7 (NEMO Operational Procedures)</u> , in particular in the document with the title “XBID_NEMO_OTH_03 – XBID NEMO Admins”;
SOB		means the shared order book module. It contains the base functionality for continuous trading, like order entry, order management and order matching;
SOB NEMO Admin / SOB NA		means the person which is responsible for modification and management of data which does not affect all NEMOs and which are not shared by all NEMOs, but are relevant to just one or a subset of NEMOs;
Socialising Parties		has the meaning set forth in Section II.7.4 of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
SPOC		means the special point of contact;
Standard Daily Rate		has the meaning set forth in Section III.3.1, b) of <u>Annex 3 (Financial modalities / budget / invoicing modalities)</u> ;
Suspended Party		has the meaning set forth in <u>Article 33.3.1</u> ;
Suspension Plan		has the meaning set forth in <u>Article 33.4.1</u> ;
Target Model		shall have the meaning set forth in recital A);
Third Party		means any person that is not a Party to the Agreement;
Third Party Service Provider		means each of the service providers that have supplied one or more of the Identical NEMO Components of the XBID System or of the

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	SIDC/IDA System and provides maintenance and hosting services for it
TS Client	means the integrated AMPQ client software part of the NEMOs' LTS, used to connect to the XBID API via the dedicated MPLS network;
TSO	means a transmission system operator;
TSO Vote	means the collective vote that TSOs submit for the purposes of MCSC decisions under the IDOA;
Voluntary Exit	means, with respect to any one or more Parties, the termination of such Parties' participation in the Agreement on such Parties' own initiative in accordance with <u>Article 33.1</u> ;
Voluntary Exit Party	has the meaning set forth in <u>Article 33.1.1</u> ;
Voting Member	means the Party that in accordance with <u>Article 8.1.4</u> is entitled to vote on the concerned decision;
Working Hour	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	means cross border intraday;
XBID Coordinator	means the Party that effectively performs at the same time the IC SPOC services, NEMO Central Admin services and MPLS Network Service Provider SPOC services;
XBID Market APCA	means the "XBID Market All Party Cooperation Agreement", entered into by certain TSOs and certain Parties on July 15 th 2014, as amended by the first amendment to the XBID Market APCA on July 1 st 2015 and by the adherence and second amendment to the XBID Market APCA on December 1 st 2015;
XBID Solution	means the overall solution, including amongst others the high level architecture and system set-up, general specifications, systems (hardware and software) and algorithms, terms and procedures, required for the ID NEMO Cooperation as described in the High Level Architecture;
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 SIDC to interact with amongst others the LTS 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

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(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-DSA License means the agreement under which the XBID System Service Provider has granted to certain Parties a license for the use of the XBID Solution as attached as exhibit 3 to the XBID-MSA;

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 (subsequently merged in EPEX SPOT), Nord Pool, OMIE and GME, and on the other hand, the XBID System Service Provider, as further amended from time to time.

II. Technical terms

API means application programming interface - a message interface which allows external applications to exchange data (like instructions, trade information, error messages) with a software system;

Available Transfer Capacities (ATC) means the constraints to be respected during capacity allocation to maintain the transmission system within operational security limits and have not been translated into cross-zonal capacity or that are needed to increase the efficiency of capacity allocation (in accordance with article 2 of the CACM Regulation);

Change Administrator means the person in charge to coordinate the NEMO Change Control Procedure;

CMM Admin means a capacities management module user role with administration rights;

ComTrader means a front-end, designed for use with the XBID SOB trading architecture. Only admin users have access into ComTrader for XBID SOB;

Cross Border Trading means trading of a commodity between two Market Areas;

Delivery Area means a representation of an area in the delivery grid of a commodity which is managed by one TSO. It is a coherent part of the interconnected transmission system, including

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interconnectors, with connected demand facilities, or power generating modules, if any. When entering orders, a Delivery Area must be specified from which a bought commodity is received, or to which a sold commodity is delivered;

GUI	means graphical user interface;
Incident Management	means the IDOA procedure described in the document with title “XBID_JOINT_FAL_01 Incident Management”, as part of exhibit 6 of the IDOA;
Information Flows	<p>The information flows represent information from one system to another. Although the information flows are represented as a direct arrow between the two systems, there exist several alternatives ways for implementing the flows, including the utilization of intermediate storage devices for internal Operational NEMOs’ information interchanges, where information could be stored by one system and read by the other.</p> <p>The information between Operational NEMOs, directly or via SIDC/IDA Servicing NEMO, and PCR Broker and among PCR Brokers is exchanged through web services in XML format. Information between PCR Matcher and PCR Algorithm is exchanged through a database where the PCR Matcher inserts all the input data and the PCR Algorithm writes the output data after the computation.</p>
Instrument	means the smallest independent tradable entity defined through a Product;
Internal Communication	means messages which define the communication flow between XBID NEMOs towards the predefined contacts of the distribution list;
Operational NEMOs Trading & Information Systems (NEMO IT System)	In SIDC/IDA, each Operational NEMO, directly or via SIDC/IDA Servicing NEMO, may maintain its own trading and information system and interact with its participants. PCR infrastructure, specially developed for PCR to work is integrated in the SIDC/IDA NEMO Operator’s IT systems, interacting with them in a standardized manner. The PCR project has defined specific interfaces between on the one hand the Operational NEMO Trading and Information systems and on the other hand the PCR Broker and it is left to the individual Operational NEMOs to implement these interfaces in their own trading and information systems or connect to the PCR Broker of its SIDC/IDA Servicing NEMO.
Operators	means operator, working for individual NEMO, operating the XBID System;
PCR	PCR is a distributed approach to price coupling between different Bidding Areas managed by several SIDC/IDA NEMO Operators.

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In SIDC/IDA all SIDC/IDA NEMO Operators are capable of accessing all data input and running the algorithm to provide the market results. Main technical advantages of this approach are the reutilization of the existing infrastructures of all involved SIDC/IDA NEMO Operators, without needing to create new ones for any central sites, the existence of several emergency running sites (all SIDC/IDA NEMO Operators are capable of producing the results and providing them to the other in case of technical problems) and the disposition of running and fully tested solutions at each SIDC/IDA NEMO Operator for the potential decoupling situations.

PCR Algorithm

The PCR Algorithm system is the actual algorithm (EUPHEMIA) that performs the calculation. It produces the prices, matched energies, accepted and rejected bids, and net positions area/flows between all Bidding Areas.

PCR Broker

The PCR Broker is connected to the PCR Matcher, to one or more Operational NEMO information & trading systems, directly or via SIDC/IDA Servicing NEMO and to the other PCR Brokers. These connections provide the necessary control and data interchange functionalities to make the PCR run. In the PCR normal information flow, the PCR Broker is responsible for gathering matching input information (aggregated curves and interconnectors' capacities) from the Operational NEMOs, sending SIDC/IDA Results, validating them and sending the confirmation of the validity of the results. It also maintains and exchanges other types of information like network topology and configuration settings needed for the correct functioning of PCR.

The PCR Broker includes an interface allowing the SIDC/IDA NEMO Operators to monitor the progress/status of the process and allowing them to influence the process particularly in exception cases.

In normal operation mode, the PCR Broker performs its actions autonomously (files interchange, keep-alive messages, etc.), if possible. However, the existing interface allows each SIDC/IDA NEMO Operator to launch all these actions manually when needed. The PCR Broker system is capable of performing the same functions for all SIDC/IDA NEMO Operators. Depending on the temporary role of each IDA NEMO Operator (SIDC/IDA Coordinator, SIDC/IDA Backup Coordinator, SIDC/IDA NEMO Operator, etc.) it would perform some particular functions.

PCR Matcher

The PCR Matcher is an intermediary between the PCR Broker and the PCR Algorithm. It obtains the input information for the algorithm. PCR Matcher is responsible for:

- Receiving the input information from the PCR Broker (aggregated curves and interconnectors' capacities, network model, algorithm parameters, ...) and uploading them to the PCR Algorithm,
- Validating input data,
- Validating results from Euphemia (PCR Algorithm),

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- Producing additional information, if necessary,
- Providing the results + additional information to the PCR Broker for distribution.

It works with the information coming from all Operational NEMOs directly or via SIDC/IDA Servicing NEMO gathered through the PCR Broker.

PCR Processes for IDA	PCR Process for SIDC/IDA is defined as all the different activities and operations (sub-processes) performed by the Operational NEMOs, directly or via SIDC/IDA Servicing NEMO, to produce the SIDC/IDAs market coupling. The numbers in brackets in the descriptions correspond to the information flows with the same numbers in the diagram.
Product	means the basic framework used to generate Instruments within the Trading Module;
Reference Data	means the generally static data which is required by the Trading Module and Capacity Management Module to setup the platform and can be updated via the Reference Data GUIs;
SM Core	see XBID-Core;
SM WebGUI	means the user interface of the Shipping Module. In the WebGUI the admin can do all activity related to the SM, like Reference Data management or viewing the file transfer;
SOB Core	see XBID-Core
SOB WebGUI	means the user interface of the SOB. In the WebGUI the admin can do all activity related to the SOB, like Reference Data management or market operation tasks;
Super Admin	means a user with rights in the system to create new admin users;
Trading Module	means the trading module of the XBID System;
XBID Core	means the central component of the XBID System. It processes all management requests like order entries, allocation requests, capacity publication requests and it is the only module that updates the XBID-Core database;
XBID Operator	means the operator, working for an individual NEMO, operating the XBID System;
XBID OPSCOM	means the IDOA operational committee, which is a committee dealing with IDOA operational issues such as incidents and changes to Components;
XBID-API SOB PMI	serves as single point of communication between the LTS and the XBID System;

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XBID-API SOB PMI Exchange User means a user role in the SOB of the XBID System which is used to connect LTS to the SOB.