

**THIRD AMENDMENT AND ADHERENCE TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT**

This **THIRD AMENDMENT AND ADHERENCE TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT** (“**Third Amendment**”) is entered into this on the 1<sup>st</sup> of January 2024 in Brussels by and between:

**ON ONE HAND:**

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” ).
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’ ).
3. OMI, POLO ESPAÑOL S.A. , 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’).
4. BSP ENERGY EXCHANGE LL C , 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’).
5. TOWAROWA GIEŁDA ENERGII S.A., 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’).
6. OTE AS, 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 and contract number [REDACTED] (hereinafter called OTE’ ).
7. OPERATORUL PIETEI DE ENERGIE ELECTRICA SI DE GAZE NATURALE S.A., 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’).
8. INDEPENDENT BULGARIAN ENERGY EXCHANGE, a Company organised and existing under the laws of Bulgaria, having its registered office at 138, Vasil Levski Blvd., Sofia, 1527, Bulgaria, and registered with the commercial register at Bulgarian registry agency under the number 202880940 and VAT n °BG202880940 (hereinafter called ‘IBEX’);

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9. HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES, a Company 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.').
10. CROATIAN POWER EXCHANGE LTD., 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 Slavonska avenija 6/A, 10000, Zagreb, Croatia with VAT n° HR14645347149 (hereinafter called 'CROPEX').
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').
12. HELLENIC ENERGY EXCHANGE S.A. (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, with V.A.T. n° 801001623 (hereinafter called 'HEEx').;
13. OKTE, a.s., a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynské nivy 48, 821 09 Bratislava, Slovakia, registered with the Municipal Court Bratislava III, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728 (hereinafter called 'OKTE');
14. ETPA Holding B.V. a company organised and existing under the laws of the Netherlands, having its registered address at Arlandaweg 92, 1043 EX, Amsterdam, and registered with the chamber of commerce trade register under the number 63457431 and VAT number NL 8552.89.685.B01, (hereinafter called 'ETPA');
15. **Bursa Romana de Marfuri SA**, a company incorporated and existing under the laws of Romania, with enterprise number J40/19450/1992 CIF: RO1562694, address Str. Buzesti Nr. 82-94, Etaj 7, Bucuresti (hereinafter called '**BRM**'),

Parties 1) to 15) hereafter each individually referred to as "NEMO" or collectively as "NEMOs".

#### **AND ON THE OTHER HAND:**

**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".

All 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 1<sup>st</sup> 2018 (hereinafter, the "Agreement").

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2. On the first of October 2019, BSP, OTE, OPCOM, HUPX, CROPEX, TGE and IBEX adhered to the Agreement. On the Second of July 2021 GME adhered to the Agreement.
3. On the first of December 2021 the First Amendment to the agreement for the PMI Logger Analysis Tool entered into force. The Parties agreed to enter into such First Amendment in order to include certain additional Hosting Services.
4. On the first of August 2022 the Second Amendment to the PMI Logger Analysis Tool Agreement entered into force. The Parties agreed to enter into this Second Amendment to include additional Hosting Services and infrastructure.
5. On the first of August 2022 HenEX, OKTE, ETPA and on March 11th 2024 BRM adhered, respectively, to the Agreement.
6. The Parties have now agreed to modify some of its conditions in order to simplify the change request process and include additional services. Therefore, the Parties have agreed to enter into this Third Amendment, having agreed the provisions described further below.
7. 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 Third Amendment the Parties amend the Agreement, as set forth under Article 2 below.

#### **Clause 2 AMENDMENTS**

2.1 Parties agree to replace Article 5.11.3 with the following text:

##### **5.11.3 *Change Requests/Change to the Services***

*5.11.3.1 In order to update or improve the Services, INDRA shall provide the NEMOs with proposals for modifications.*

*5.11.3.2 NEMOs may request INDRA to modify the Services, for any reason. In such case, the NEMOs shall provide INDRA with a written (via email) request for modification of the Services and provide INDRA, where reasonably practicable, with proposals for these modifications.*

*5.11.3.3 INDRA shall provide, in a timeframe mutually agreed respecting the priority requested by NEMOs, the detailed specifications of impact and consequences of the changes to be introduced according to Article **Error! Reference source not found.** or Article **Error! Reference source not found.**, as well as an implementation planning and a financial proposal. INDRA will justify in this financial proposal the justification of the costs to be charged to the NEMOs.*

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*5.11.3.4 Parties will agree in good faith on the modifications and on the terms and conditions applicable to such modification. As part of the terms of such modification, Parties will agree on the payment modalities. For this purpose, a reference table containing the relevant rates of INDRA is added as Annex 6 (Tariffs).*

*5.11.3.5 Any agreement reached in respect of the Change Request shall be reflected in a change request document to be signed by all Parties.*

*5.11.3.6 The acceptance of the deliverables to be developed under the agreed modification is subject to an acceptance notice by the NEMOs. This acceptance notice will be sent via email by the SPOC of the NEMOs.*

2.2 Parties agree to add the following new Article 5.11.4:

#### **5.11.4 Additional Services**

*Should the NEMOs request INDRA to provide new Services, i.e. Services that do not fall within the scope of Articles 5.11.3.1 or 5.11.3.2 (meaning that such a Service can't be qualified as a modification of the existing Service), the Parties will amend the Agreement in writing consistently with ARTICLE 15.8 (Amendment).*

2.3 Parties agree to replace Article 6 with the following text:

#### **6.1 Remuneration**

*The NEMOs shall, for the performance of the Services by INDRA in accordance with the Agreement, pay to INDRA the remuneration for the Services set forth in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services).*

*Any taxes, duties, levies and charges currently payable pursuant to the internal tax laws in the country of the relevant NEMO(s) or such others as may be created or applied during the effective term of this Agreement, shall be payable by the relevant NEMO(s).*

*Any prices in the Agreement are exclusive of the trips, travelling per diem and transport of materials not expressly indicated in the Agreement, which shall be borne by NEMOs provided that such trips, travelling or transport of materials and the costs related thereto are pre-approved by the NEMOs and comply with the following guidelines:*

- a) travel by train is always allowed in 1st class;*
- b) travel by plane will always be in economy class for Europe;*
- c) travel by company car will be charged at 0,50 € per kilometre;*
- d) hotels should cost within a range of maximum 200 € per night; and*

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- e) *additional catering expenditures should cost a maximum of 70€/person/day (excluding breakfast).*

*Any costs to be invoiced shall be appropriately documented.*

*For the avoidance of any doubt, the NEMOs shall reimburse INDRA for any out of pocket expenses reasonably incurred by INDRA and approved by the NEMOs beforehand.*

### **6.2 Invoicing and payment**

**6.2.1** *The remuneration shall be paid in accordance with the modalities set forth in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services).*

**6.2.2** *Unless set forth otherwise in the Agreement, the remuneration due to INDRA shall be equally shared (the “**Sharing Key**”), for the relevant invoice, between:*

- a) *the NEMOs which are Party to the Agreement and that have not terminated the Agreement pursuant to ARTICLE 13 at the date of the relevant invoice;*
- b) *pro rata any New NEMO who may have acceded to the Agreement as set forth in ARTICLE 14 for the Services received as of its accession; and*
- c) *the NEMOs that have terminated or otherwise left the Agreement pro rata for the Services received prior to termination.*

**6.2.3** *The NEMOs are entitled to adapt the Sharing Key. The adapted Sharing Key shall apply for the invoices after communication by the NEMOs of the adapted Sharing Key.*

**6.2.4** *If the participation of a NEMO to the Agreement is terminated, the remuneration to be paid for Services provided after such termination becoming effective, shall be shared between the remaining NEMOs.*

**6.2.5** *Each invoice issued according to the Agreement shall be sent by email, but at request of a Party also a paper version shall be provided. Each invoice shall include at least the following items:*

- a) *full name and address of both invoicing and invoiced Party;*
- b) *VAT number of both invoicing and invoiced Party;*
- c) *invoice amount, valued in euro;*

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- d) *bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;*
- e) *invoice number;*
- f) *invoice issue date;*
- g) *due date;*
- h) *designation of the service on the invoice;*
- i) *tax rate and tax amount separately, if any;*
- j) *specific constraint for invoicing, required by the article 226 of the Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive 2006/112/CE where the supply of services are subject to the VAT reverse charge procedure; and*
- k) *reference if required by the invoiced Party.*

#### **6.3 Due Date – Payment**

*Each invoice shall be paid within thirty (30) days upon receipt of the invoice.*

*Payments due on a day other than a Business Day shall be made on the first following Business Day.*

*All payments shall be made by wire transfer to the bank account indicated by INDRA on the invoice.*

#### **6.4 Inflation correction**

*As of the first month of each calendar year, an annual adjustment of the fees for both Hosting Services and Maintenance Services will be made corresponding to the Spanish CPI (Consumer Price Index) for the month of December. It is understood that such annual adjustment: (a) include the fees for Maintenance VPN and possible relevant tariffs and (b) does not include the fees for Change Requests that have associated increases in Hosting and Maintenance Services.*

*The annual adjustment corresponding to inflation correction shall be computed in accordance with the following formula:*

*H&M Price for Initial scope in actual year = HM Initial Price\* (CPI actual year / CPI year of start of H&M services).*

*As of the first month of each calendar year, an annual adjustment of the monthly Hosting and Maintenance Services costs for Change Request (i.e., in the case of Change Requests that have associated increases of the monthly cost for Hosting and Maintenance Services) will be updated in accordance with the Spanish CPI index, regardless of the month in which they went into production Change Request.*

*The annual adjustment of the monthly Hosting and Maintenance Services costs for Change Request corresponding to inflation correction shall be computed in accordance with the following*

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*formula: H&M Price for respective CR in actual year = HM of respective CR \* (CPI actual year / CPI year of start of H&M services of respective CR ).*

#### **6.5 Late Payment**

*In case of late payment attributable to a NEMO, such NEMO will pay interest for late payment at the legal interest rate as specified in the Belgian Law of 02/08/2002 on combating late payment in commercial transactions, as modified by the Law of 22 November 2013, implementing Directive 2011/7/EU, calculated on a daily basis from the date the default occurs until payment is made in full as well before as after judgement.*

2.4 Parties agree to delete Annex 2 and replace it with Attachment 1 to this Third Amendment (redline version)

2.5 Parties agree to delete Annex 3 and replace it with Attachment 2 to this Third Amendment (redline version)

2.6 Parties agree to delete Annex 6 and replace it with Attachment 3 to this Third Amendment (redline version)

#### **Clause 3 ENTRY INTO FORCE**

This Third Amendment shall enter into force on the 1<sup>st</sup> of January 2024, provided that all Parties have signed it by sending a scan of the signed signatory page of the Third 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 Third Agreement with the copies of the signed signatory pages to the Parties.

#### **Clause 4 MISCELLANEOUS**

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

This Third 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.

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

The Parties agree that Attachment 4 (Consolidated version of the Agreement) is hereby attached only for illustrative purposes and shall have no binding effect.

OTE has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and register of contracts (Act on the Register of Contracts), as amended and therefore the Third Amendment shall be published by OTE in the Czech Register of Contracts pursuant to section 5 of the Act on the Register of Contracts.

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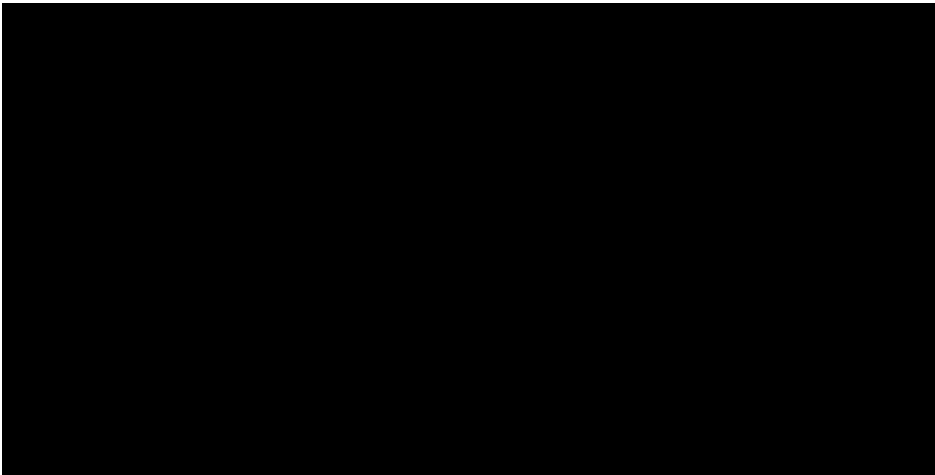
No Confidential Information shall be disclosed during the course of complying with such obligation, including by redacting all such confidential information from any materials or documents, unless specified otherwise in the Act on the Register of Contracts.

The Parties shall receive from OTE a redacted version intended for the fulfilment of the abovementioned obligation. The Parties shall notify OTE without undue delay in case they identify the necessity for further redaction to the received redacted version, otherwise it is deemed that the Parties approved the publication of the received redacted version.

All Parties hereby also acknowledge that this Third Amendment may become effective in relation to OTE only if the Third Amendment is previously published in the Czech Register of Contracts under the terms of the Act on the Register of Contracts.

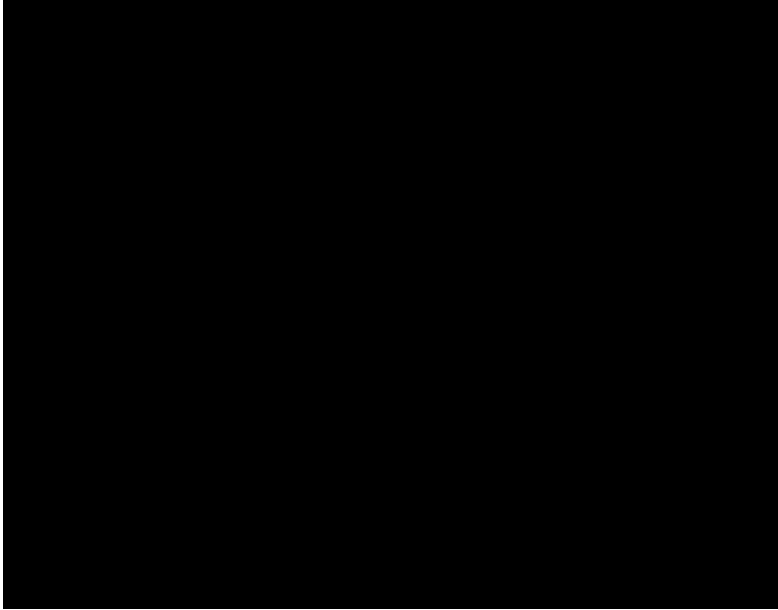
IN WITNESS THEREOF, the Parties hereto, by their duly authorized representatives, have executed this Third Amendment in sixteen (16) original copies each in English language.

**SIGNATORY PAGE - INDRA**



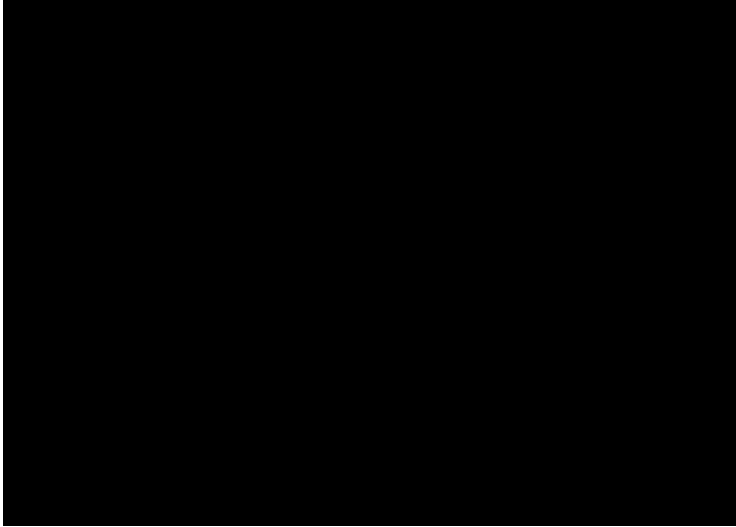
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**SIGNATORY PAGE – EPEX SPOT**



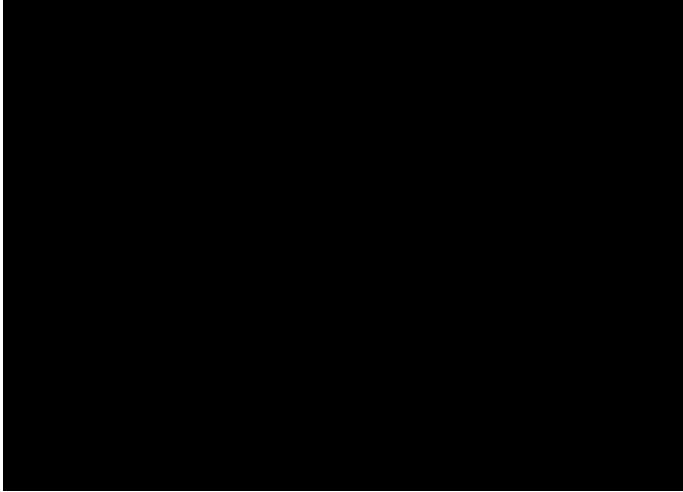
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**SIGNATORY PAGE – NP EMCO**



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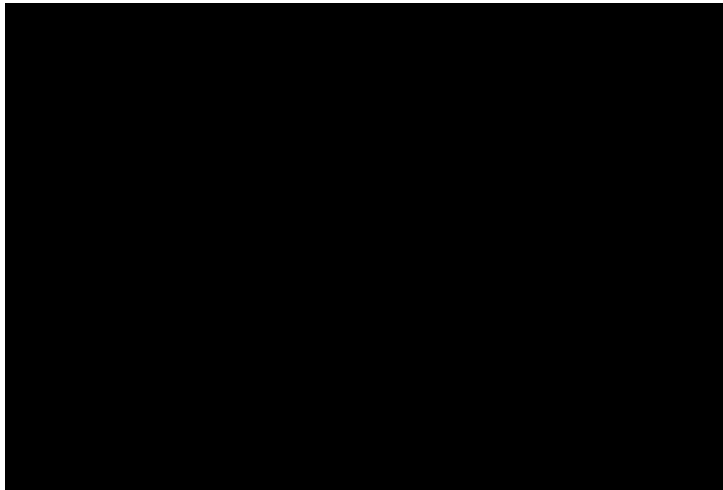
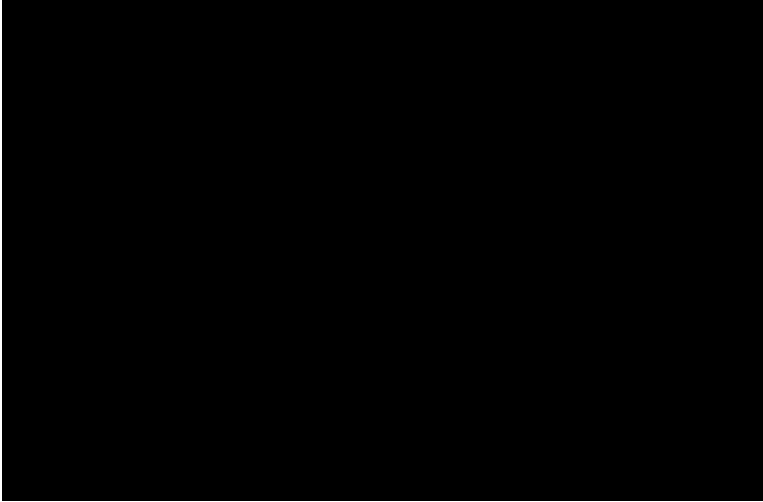
**SIGNATORY PAGE - OMIE**



**SIGNATORY PAGE - BSP**

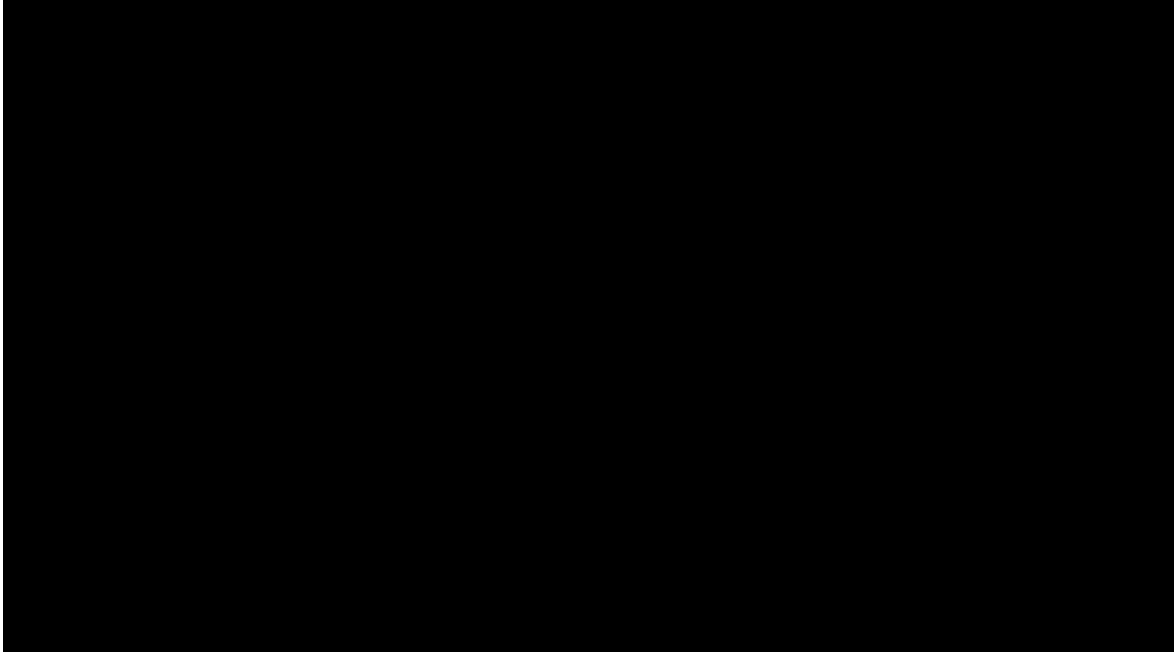


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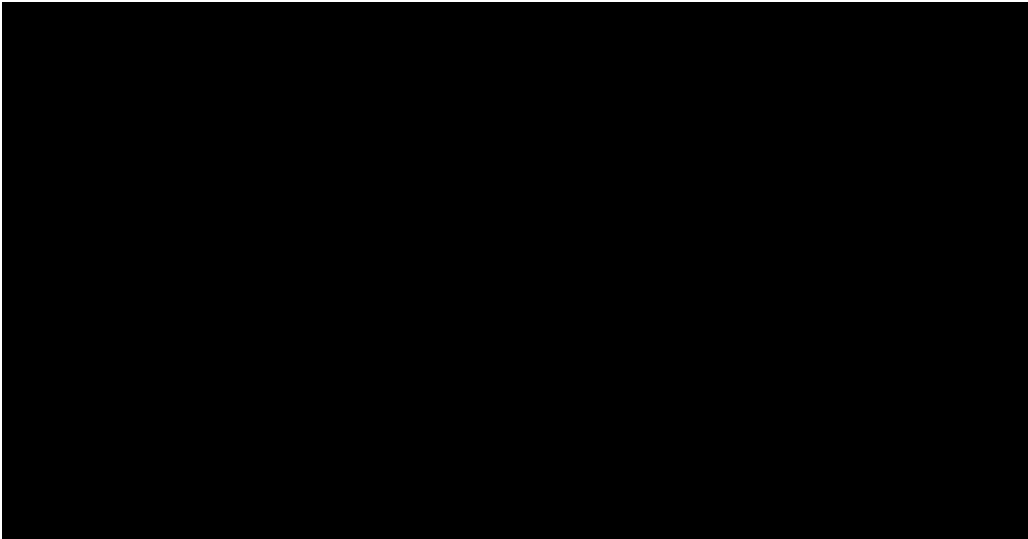
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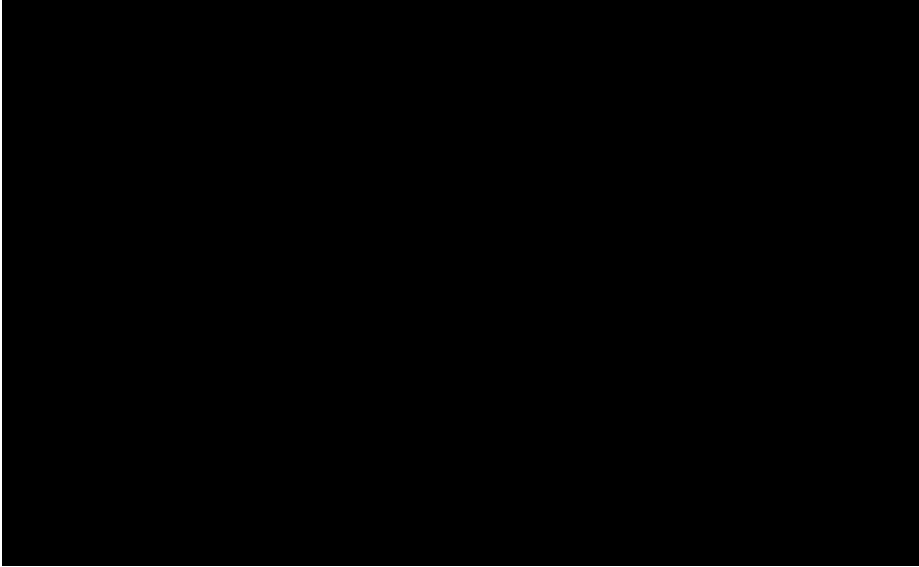


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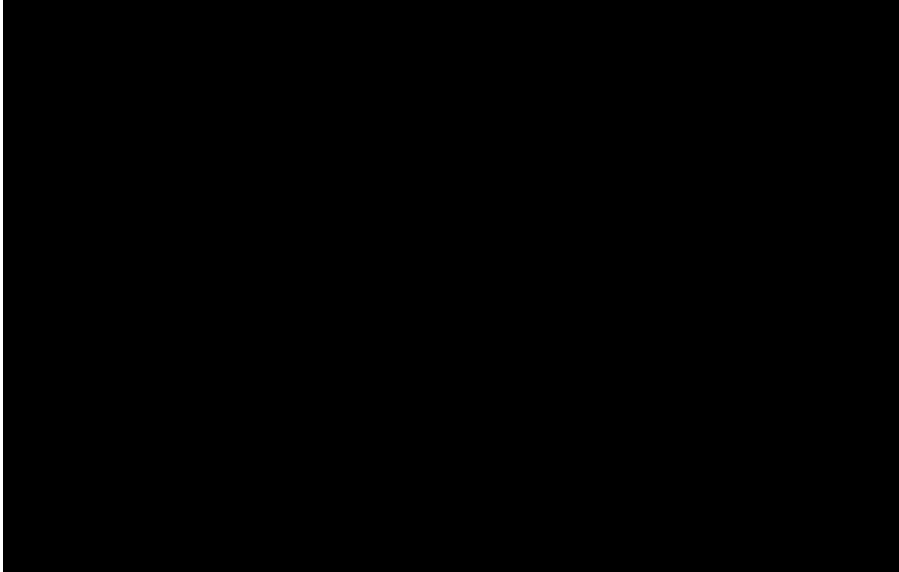
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**SIGNATORY PAGE - IBEX**

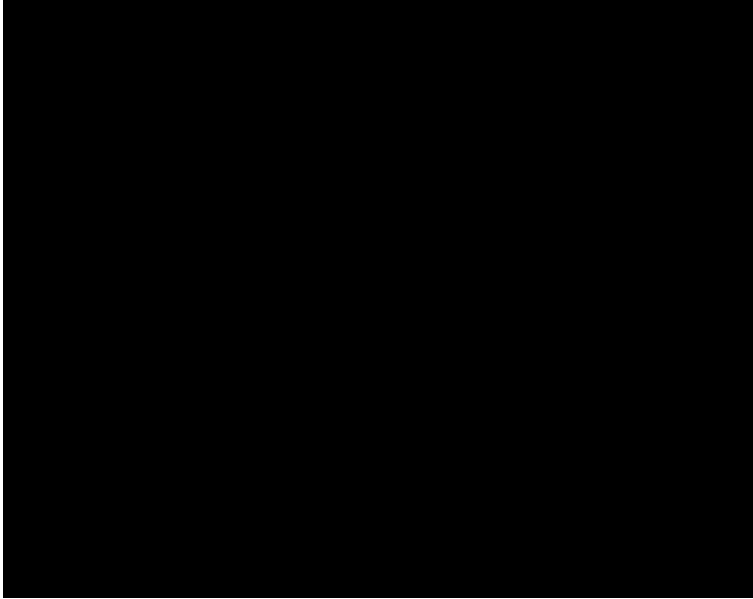


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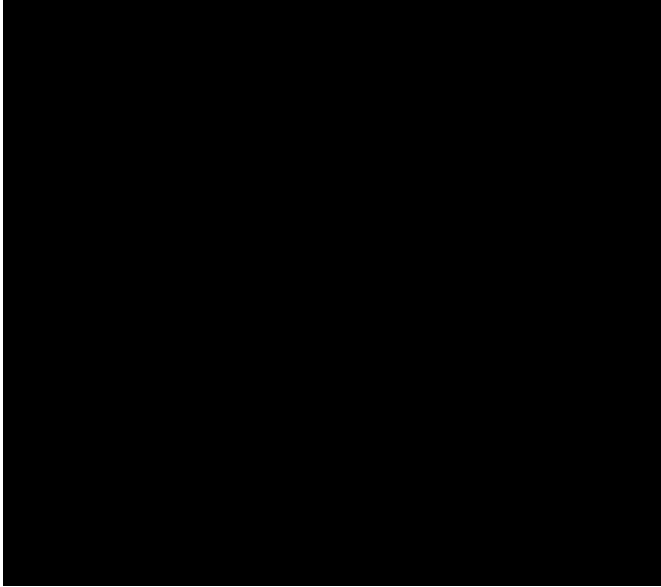


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**SIGNATORY PAGE - CROPEX**

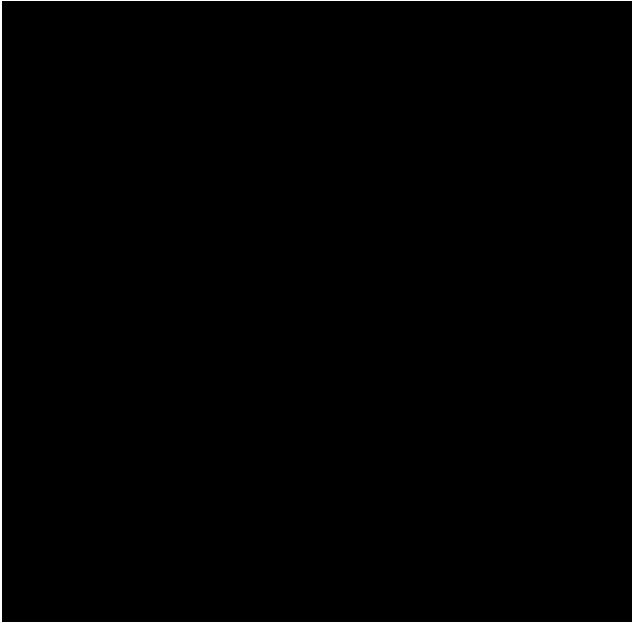


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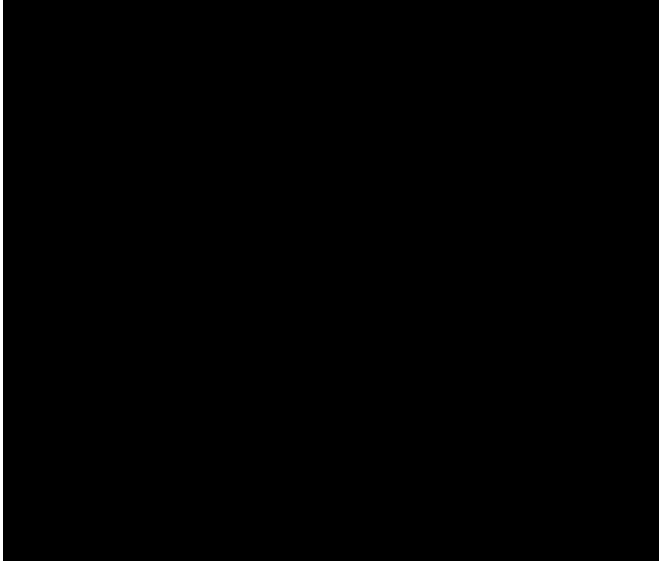
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**SIGNATORY PAGE - HENEX**



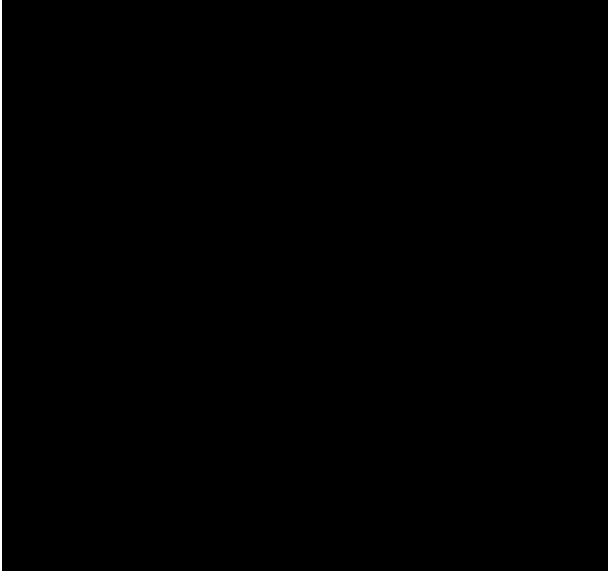
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**SIGNATORY PAGE - OKTE**



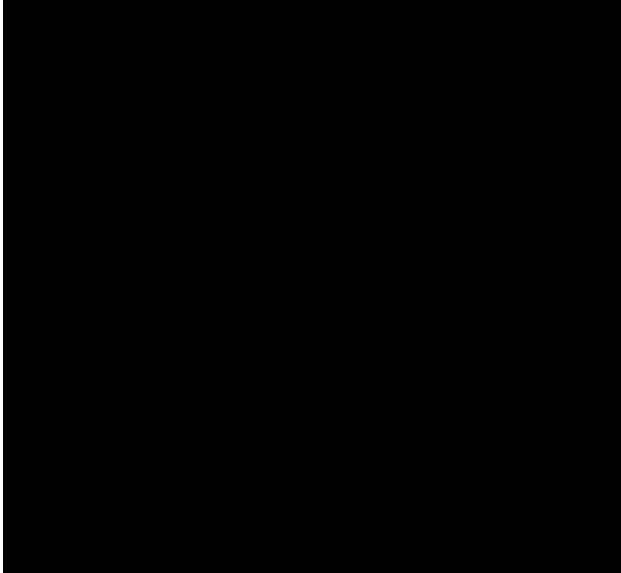
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**SIGNATORY PAGE - ETPA**



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**SIGNATORY PAGE - BRM**



**ATTACHMENT 1**

**Annex 2 (with changes introduced via the Third Amendment)**

**ANNEX 2**

**PMI LOGGER ANALYSIS TOOL DEVELOPMENT SERVICES AND REMIT REPORTING SERVICES**

For the purpose of this Annex 2 (PMI Logger Analysis Tool Development Services and Remit Reporting Services), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition list).

**ANNEX 2A**

**PMI LOGGER ANALYSIS TOOL DEVELOPMENT SERVICES**

**SECTION 1.- SERVICE DESCRIPTION DEVELOPMENT SERVICES**

**A.- Description**

The main goal of the Development Services is to implement, deploy and maintain the PMI Logger Analysis Tool, which is a web application that allows to analyse message communication logs generated by the XBID System.

The Development Services consist of designing and developing this PMI Logger Analysis Tool that offers the NEMOs a single, personalized, ease to use, automation solution to retrieve and analyse those logs, generating different types of reports from those data.

The PMI Logger Analysis Tool shall be developed by INDRA taking into account the following requirements:

**1/ PMI Logger Analysis Tool**

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**2/ Technical Solution**

[Redacted text block]

[Redacted text block]

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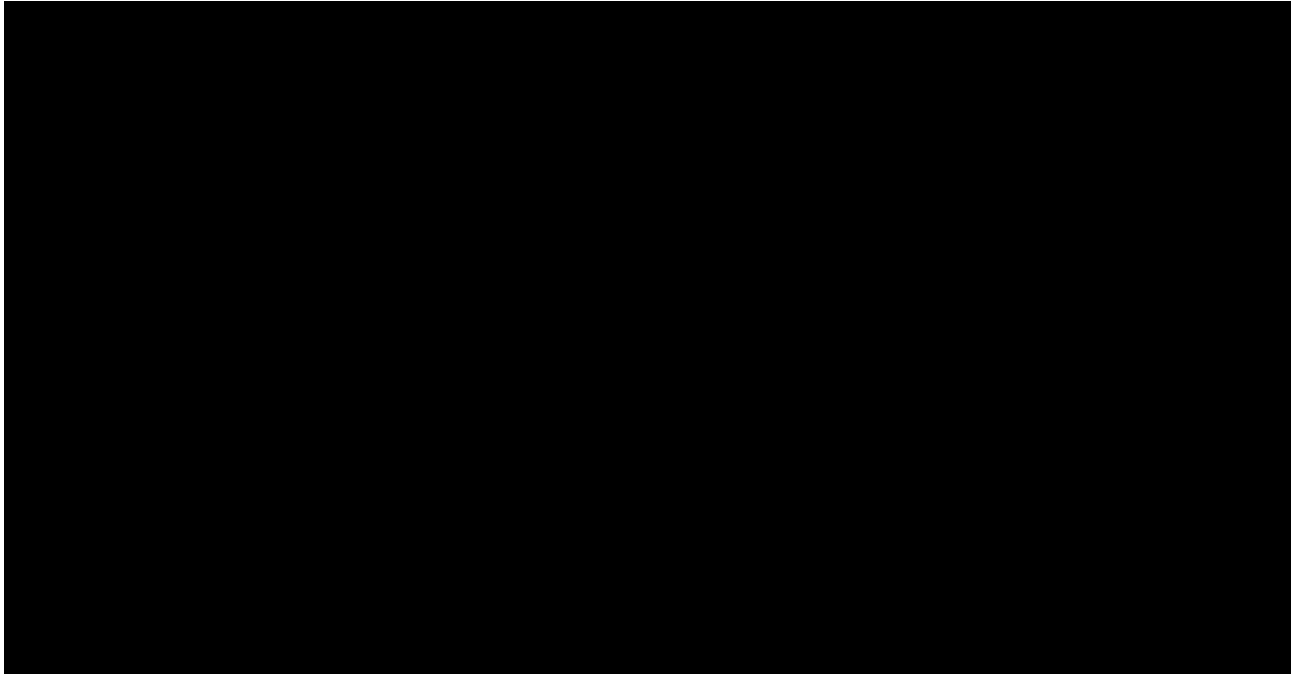
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**3/ Physical architecture**

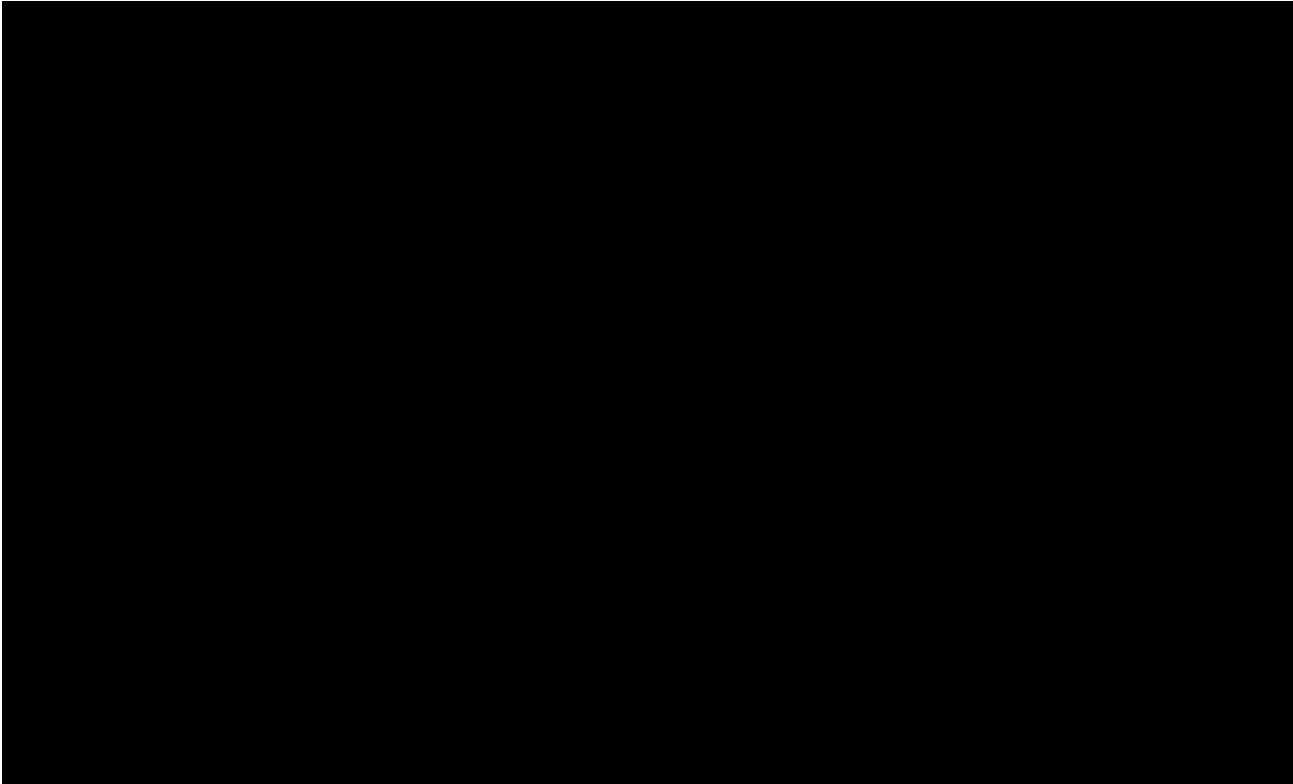
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**4/ New versions update**



**5/ Technical architecture**



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[REDACTED]

**Remote Support**

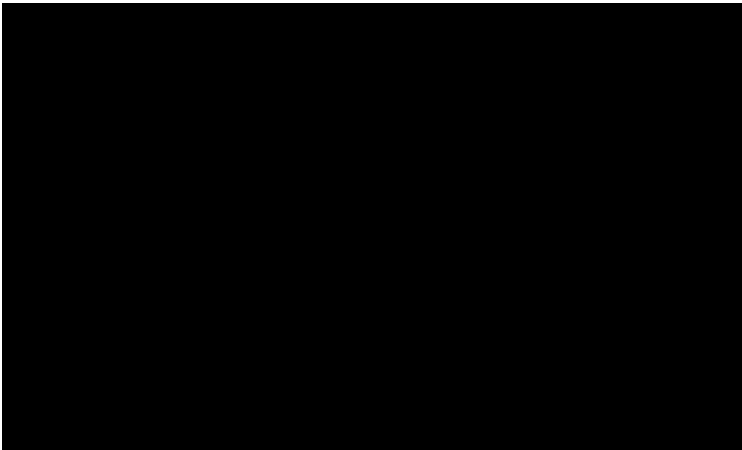
[REDACTED]

**B.- Planning**

[REDACTED]

[REDACTED]

**C.- INDRA's development team**



**Steering model**

[Redacted text]

[Redacted text]

[Redacted text]



**SECTION 2.- SERVICE LEVELS – SERVICE CREDITS**

No specific SLAs are agreed in respect of the Development Services

**SECTION 3.- REMUNERATION**

The remuneration for the Development Services is equal to [REDACTED]

**SECTION 4.- INVOICING AND PAYMENT**

INDRA shall invoice each of the NEMOs their respective share of the remuneration for the Development Services in accordance with the applicable Sharing Key.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ANNEX 2B**

**REMIT Reporting Services**

**SECTION 1.- SERVICE DESCRIPTION REMIT REPORTING SERVICES.**

**REMIT Reporting for ACER**

INDRA is hosting the service for the PMI Logger Analysis Tool Application. This application retrieves the logs created by PMI Logger tool stating the transactions in the Energy Market and creates a set of reports from them.

**• PMI LOGGER**

[REDACTED]

**• ACER Reporting**

European Agency for the Cooperation of Energy Regulators (ACER) requires information necessary for monitoring the implementation of CACM Regulation in XBID. ACER is currently lacking the collection of ATC values for its market analysis and surveillance activities, preventing to achieve the goal of reconstructing the local view of SOB in order to analyze MPs strategy. To fill this need a new report is demanded: the Order Book Report. One important requirement: it must be possible to reconstruct the reports up to one year before. This implies to store the logs over one year, with the consequent increase in storage space.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Attachment 1 -Consolidated version of Annex 2

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

**ANNEX 2C**

**CHANGE REQUESTS**

**SECTION 1.-CHANGE REQUEST DESCRIPTIONS**

[Redacted text block]

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THIRD AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT  
Attachment 2 -Consolidated version of Annex 2

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

**ATTACHMENT 2**

**Annex 3 (with changes introduced via the Third Amendment)**

**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 DESCRITPION HOSTING SERVICES AND MAINTENANCE SERVICES.**

**I. Scope**

INDRA shall assure the hosting and corrective maintenance of the PMI Logger Analysis Tool including the extensions necessary for the execution of the Remit Reporting Services.

**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:

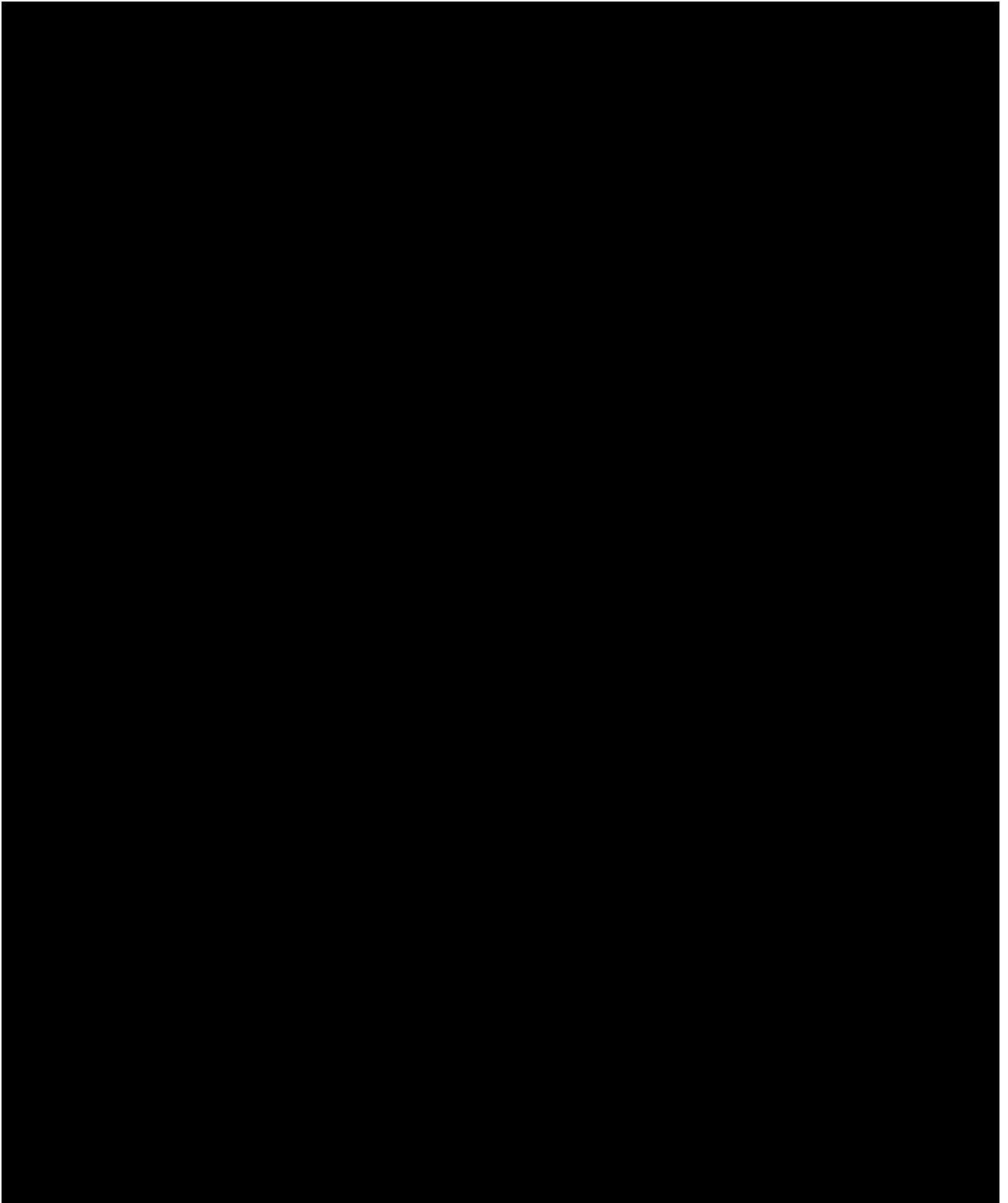
- Correction of defects.
- Deployment of new versions.
- Support of new versions.

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]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

**SECTION 2.- SERVICE LEVELS – SERVICE CREDITS**

The Maintenance Services, including Maintenance of the PMI Logger Analysis tool’s extensions necessary for the execution of the Remit Reporting Services, are provided against SLAs:

[REDACTED]

**SECTION 3.- REMUNERATION**

**3.1 Remuneration**

- **Hosting Services**

[REDACTED]

- **Maintenance Services**

[REDACTED]

It is understood that the remuneration described above may be amended by change requests consistently with Article 5.11.3 (main body).

**3.2 Previous Remunerations**

**3.2.1 Remuneration until July 2022**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**3.2.2 Remuneration as of August 2022**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**SECTION 4.- INVOICING AND PAYMENT**

THIRD AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT  
Attachment 2 -Consolidated version of Annex 2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ATTACHEMENT 3**

**Annex 6 (with changes introduced via the Third Amendment)**

**ANNEX 6**

**Tariffs applicable to Change Requests**

For the purpose of this Annex 6 (Tariffs), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition List).

**SECTION 1.- TARIFFS**

For the purposes of Article 5.11.3.3 of the Agreement, the table below sets forth the hourly rates of INDRA's personnel applying in case of a change requests (including the development of a new functionality) provided on the basis of hourly rates. For the avoidance of any doubt, the tariffs provided in the below table will be applicable for future Change Requests.

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]
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<b>PRICE UP TO January 1, 2024</b>	
<b>Person and function</b>	<b>Hourly rate</b>

THIRD AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT  
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

**Attachment 4**

**Consolidated Version of the PMI LOGGER ANALYSIS TOOL SERVICES AGREEMENT**

**Between:**

**On one hand,**

**INDRA SISTEMAS, S.A.** a company duly organized and existing under the laws of the kingdom of Spain with registered office at Avenida de Bruselas 35, 28108, Alcobendas, Madrid with CIF: A-28.599.033,

Hereby represented by [REDACTED]

[REDACTED] in use of their powers, respectively,

hereafter referred to as “**INDRA**”,

**And on the other hand,**

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**’).
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**’).
3. **OMI, POLO ESPAÑOL S.A.,** 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**’).
4. **BSP ENERGY EXCHANGE LL C,** 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**’).
5. **TOWAROWA GIEŁDA ENERGII S.A.,** 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**’).
6. **OTE AS,** 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 and contract number [REDACTED] (hereinafter called 'OTE').

7. **OPERATORUL PIETEI DE ENERGIE ELECTRICA SI DE GAZE NATURALE S.A.**, a Company 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').
8. **INDEPENDENT BULGARIAN ENERGY EXCHANGE**, a Company organised and existing under the laws of Bulgaria, having its registered office at 138, Vasil Levski Blvd., Sofia, 1527, Bulgaria, and registered with the commercial register at Bulgarian registry agency under the number 202880940 and VAT n° BG202880940 (hereinafter called 'IBEX');
9. **HUNGARIAN POWER EXCHANGE COMPANY LIMITED BY SHARES**, a Company 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').
10. **CROATIAN POWER EXCHANGE LTD.**, 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 Slavonska avenija 6/A, 10000, Zagreb, Croatia with VAT n° HR14645347149 (hereinafter called 'CROPEX').
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').
12. **HELLENIC ENERGY EXCHANGE S.A.** (previously Operator of Electricity Market S.A. also called Lagie), a company incorporated under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000, with V.A.T. n° 801001623 (hereinafter called 'HEEx').;
13. **OKTE, a.s.**, a company duly organised and existing under the laws of Republic of Slovakia, with registered office in Mlynské nivy 48, 821 09 Bratislava, Slovakia, registered with the District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862, VAT n° SK2023089728 (hereinafter called 'OKTE');
14. **ETPA Holding B.V.** a company organised and existing under the laws of the Netherlands, having its registered address at Arlandaweg 92, 1043 EX, Amsterdam, and registered with the chamber of commerce trade register under the number 63457431 and VAT number NL 8552.89.685.B01, (hereinafter called 'ETPA');
15. **Bursa Romana de Marfuri SA**, a company incorporated and existing under the laws of Romania, with enterprise number J40/19450/1992 CIF: RO1562694, address Str. Buzesti Nr. 82-94, Etaj 7, Bucuresti (hereafter "BRM"),

hereafter individually also referred to as "NEMO" and collectively as "NEMOs",

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

**WHEREAS**

- I. In the context of the ID NEMO Cooperation, the NEMOs have, in order to implement the Single Intraday Coupling, entered into different agreements, amongst which the XBID-MSA with the XBID System Service Provider setting forth the terms and conditions related to the making available of the XBID System and the All NEMO Intraday Operations Agreement (“**ANIDOA**”), setting forth the terms and conditions of the ID NEMO Cooperation between the NEMOs;
- II. In the context of the ANIDOA, the NEMOs have identified the need of a tool that allows to analyse message communication logs generated by the XBID System and that has the functionalities as set forth in Annex 6, Section II.2 of the ANIDOA; NEMOs wish to appoint a service provider for the development and making available of such a tool (and possibly the provision of other related services);
- III. INDRA recognises to have full knowledge of the functionalities of the tool and the requirements of the NEMOs (including supporting information as provided during negotiations) and has submitted an offer for the development of the PMI Logger Analysis Tool and the provision of related services;
- IV. Following a negotiation process, INDRA has been identified by the NEMOs as having the required expertise, resources and competences for the development of the PMI Logger Analysis Tool and the provision of related services;
- V. The NEMOs therefore wish to appoint INDRA as the service provider for the development of the PMI Logger Analysis Tool and the provision of related services and INDRA wishes to accept such appointment;
- VI. Parties therefore now wish to set forth in this Services Agreement PMI Logger Analysis Tool (the “**Agreement**”) the terms and conditions under which INDRA shall, to the benefit of each of the NEMOs, develop the PMI Logger Analysis Tool and provide them with the related services as described herein.

**NOW THEREFORE, the Parties agree as follows:**

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**ARTICLE 1. DEFINITIONS AND INTERPRETATION**

- 1.1** The capitalized terms used in the Agreement shall have the meaning attributed to them in Annex 1 (Definition List), unless explicitly stated otherwise in the Agreement.

Terms, acronyms, and phrases used in the ICT and in telecommunication services industries or other pertinent business context which are not otherwise defined herein have their generally understood meaning in such industry or business context.

- 1.2** In the interpretation of the Agreement, unless the context otherwise requires:

- a) the term "NEMO" shall mean a NEMO and any New NEMO; the term NEMOs shall mean all NEMOs together;
- b) the headings are for convenience only and shall not affect the interpretation of the Agreement;
- c) the Agreement includes the Annexes which shall form an integral part of the Agreement;
- d) references in the Agreement to Articles and Annexes are to Articles of, or Annexes to, the Agreement;
- e) references to any gender shall include references to the other genders and references to persons shall include bodies corporate, unincorporated associations, business divisions and partnerships; references to "including" or "includes" or "in particular" shall be deemed to mean "including, without limitation";
- f) a reference to a document, or a provision of a document, is to that document, or provision as amended, supplemented, replaced or novated from time to time;
- g) any reference to a month shall be deemed to mean a calendar month;
- h) any reference to a day shall be deemed to mean a calendar day;
- i) any reference to a year shall be deemed to mean a calendar year; and
- j) any reference to times shall be deemed to mean the CET respectively CEST.

- 1.3** The Annexes to the Agreement form an integral part thereof and any reference to the Agreement shall include a reference to the Annexes and vice versa.

- 1.4 The language of the Agreement is English. Each Party bears the cost of any translation required for that Party if applicable law requires that it is translated in another language. Such translation shall be prepared by a publicly appointed and sworn translator and shall comply with any other requirements foreseen by Applicable Law. To the extent legally permitted, the English language version of the Agreement shall prevail if there is any inconsistency between the English version and a translation of the Agreement.

The use of the English language is without prejudice to the fact that legal concepts in the Agreement are to be understood as civil law concepts of Belgian law (and not as common law concepts). If any term or expression is followed by a Belgian translation of such term or expression, such Belgian translation shall prevail in the interpretation and construction of such term or expression.

## **ARTICLE 2. SUBJECT MATTER OF THE AGREEMENT**

- 2.1 The Agreement sets forth the terms and conditions under which the NEMOs assign the provision of the Services to INDRA and under which INDRA shall provide each of the NEMOs with the Services.
- 2.2 The Agreement governs the relationship between INDRA on the one hand and the NEMOs on the other hand. The relationship between the NEMOs in respect of this Agreement is governed by the ANIDOA.

## **ARTICLE 3. CONTRACTUAL DOCUMENTS – ORDER OF PRECEDENCE**

### **3.1 Contractual Documents**

The contractual relationship between the NEMOs and INDRA in respect of the provision of the Services is governed by:

- a) the main text of the Agreement; and
- b) the Annexes, being:

Annex 1 – Definition List;

Annex 2 – PMI Logger Analysis Tool Development Services and REMIT reporting services;

Annex 3 – Hosting & Maintenance Services;

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Annex 4 – Accession Declaration Form;

Annex 5 – Contact and invoicing details;

Annex 6 – Tariffs; and

Annex 7 - General Data Protection-information clause of TGE

The general terms and conditions of the Parties shall not form part of the Agreement and shall not apply to the Services.

### 3.2 Order of Precedence

If and to the extent that there is any inconsistency or conflict between any of the documents mentioned under Article 3.1, the order of precedence is the order of listing in Article 3.1.

## ARTICLE 4. NO JOINT AND SEVERAL RIGHTS AND OBLIGATIONS

- 4.1 Rights granted to the NEMOs by the Agreement are granted to each NEMO individually. Any right granted to a NEMO shall be subject to and exercised in accordance with the terms of the Agreement.
- 4.2 Each obligation incumbent upon the NEMOs provided by the Agreement binds each NEMO individually. Thus, each NEMO is liable for its own commitment only and the NEMOs shall, in no event, bear any joint and several liability (“*geen hoofdelijkheid*” / “*pas de solidarité*”).

## ARTICLE 5. SERVICES

### 5.1 Services to be provided

5.1.1 INDRA shall provide the following Services to the NEMOs:

- a) all the services required for the development of the PMI Logger Analysis Tool, as specified in the service description in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) to the Agreement (hereafter, the “**Development Services**”).

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INDRA shall provide the Development Services with the development team as described in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) to the Agreement.

- b) the hosting and operation services as specified in the service description in Annex 3 (Hosting & Maintenance Services) to the Agreement (hereafter, the “**Hosting Services**”); and
- c) the corrective maintenance services as specified in the service description in Annex 3 (Hosting & Maintenance Services) to the Agreement (hereafter, the “**Maintenance Services**”).

5.1.2 The NEMOs undertake to provide INDRA, in a timely manner, with all information and data, and explanations/clarifications thereof, requested by INDRA to the extent needed for the due performance of the Agreement.

## 5.2 Performance and quality

5.2.1 INDRA undertakes the result obligation (“*resultaatsverbintenis*”/ “*obligation de résultat*”) to ensure that the Services are provided in accordance with the planning and the requirements and additional information provided by the NEMOs.

INDRA acknowledges to have knowledge of and to understand the Services, the Deliverables and requirements of the NEMOs.

5.2.2 The Services shall be provided in compliance with the descriptions in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services) to the Agreement and taking into account the service levels set forth in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services) to the Agreement, if any.

5.2.3 INDRA shall only act upon instructions given jointly by all the NEMOs or by the SPOC appointed by the Parties or a subset thereof (as the case may be).

5.2.4 INDRA undertakes to inform the NEMOs as soon as reasonably possible or practical on possible improvements that could be undertaken to improve the efficiency and the quality of the Services.

5.2.5 INDRA undertakes to provide the NEMOs with all information and assistance necessary to explain the functioning of the Services towards any Competent Authority, the TSOs or the Market Participants, if required.

5.2.6 Without prejudice to Articles 5.2.1 and 5.2.2, INDRA shall:

- a) carry out its obligations with all due diligence and care which can be expected from a professional service provider placed in the same circumstances;
- b) comply with and provide the Services in accordance with the applicable professional techniques and industry practices for the same type of services and shall use appropriate advanced technology and security measures;
- c) use suitable materials, equipment and human resources as required for the correct performance of the Services;
- d) observe sound management practices;
- e) always act, in respect of any matter relating to the Agreement or to the Services, as faithful adviser to the NEMOs, and
- f) at all times support and safeguard the NEMOs' legitimate interests in any dealings with subcontractors or third parties and at all times comply with ARTICLE 5.7.

5.2.7 In particular INDRA undertakes and warrants that:

- a) the Services and Deliverables shall meet all the terms and conditions set forth in the Agreement and shall be suitable for the use the NEMOs may reasonably expect;
- b) at the time of entering into the Agreement and at the time when its obligations under the Agreement are performed, it has all necessary licenses and rights to enter into the Agreement and to perform hereunder and that it shall at its own cost, obtain any permit, registration, approval and authorization needed to carry out its activities hereunder; and
- c) it has the knowledge, experience, competences as well as the financial, human and technical resources necessary for the proper performance in accordance with the Agreement of the activities under the Agreement and with the mandatory Applicable Law under the Agreement.

5.2.8 [REDACTED]

5.3 Place of Work

Unless otherwise indicated in the Agreement, INDRA will provide the Services from INDRA's offices in Madrid.

However, it may be necessary in certain cases that INDRA provides part of the Services from the premises of a NEMO or of a third party client of a NEMO. In such case, the provision of the Services at the premises of a NEMO or of a third party client of a NEMO shall be subject to prior written approval by the relevant NEMO(s). The relevant NEMO(s) shall provide INDRA with an appropriate workplace to be used, free of charge, by INDRA's employees in order to provide these Services.

#### **5.4 Subcontracting**

INDRA shall use its own personnel for the provision of the Services and, consequently, cannot hand over, transfer, sublet, delegate or subcontract to a third party all or part of the contracted Services, except if prior consent thereto is received in writing from the NEMOs.

Notwithstanding the above, INDRA may subcontract all or part of the contracted Services to any of the companies belonging to INDRA's Group after prior notification to the NEMOs.

The personnel involved by INDRA in the provision of the Services shall depend legally and functionally from INDRA.

INDRA shall assign to the fulfilment of its obligations the necessary number of competent personnel that it may deem adequate for the appropriate provision of the contracted Services.

During the execution of the Agreement, INDRA shall maintain a stable project team and assign key representatives to the execution of the Agreement, and ensure that such personnel/key representatives shall be available to the NEMOs so as to give to the NEMOs proper collaboration in the execution of the Agreement. Therefore, INDRA undertakes to: (i) inform NEMOs of the composition of its project team/key representatives to the NEMOs, (ii) ensure that its project team/key representatives assigned to the performance of the Agreement hold due communication with the NEMOs, and (iii) ensure that such project team/key representatives have the required qualifications and experience so as to fulfil their contractual duties and obligations.

INDRA shall exactly and faithfully meet whatever obligations may arise from its condition of employer, in accordance with the applicable labour legislation in force. Consequently, INDRA has the obligation of fulfilling, with regard to the persons that provide the Services all of the tax, labour and social security obligations.

INDRA guarantees having met its labour obligations with regard to the personnel it assigns to the provision of the Services.

INDRA must meet all of the obligations concerning tax matters that the Applicable Law may impose.

#### **5.5 Personnel Replacement**

If INDRA finds it necessary to replace any of the members of the personnel assigned to the provision of the Services that are the object of the Agreement, it shall inform the NEMOs three (3) days in advance. When the replacement is caused by any immediate and unforeseen motive, INDRA shall inform about it as soon as it comes to its knowledge. INDRA undertakes to replace

personnel only with persons who have at least the same experience and qualifications as the substituted person(s).

Whenever any member of personnel assigned by INDRA to the performance of the Agreement does not fulfil adequately his/her duties, the NEMOs shall be entitled to request from INDRA the substitution of that person or the assignment to the performance of the Agreement of the required complementary personnel. Such substitution/complementation in/of INDRA's personnel ascribed to the performance of the Agreement shall be made in the shortest delay as possible and in any case within such a time compatible with the performance of the Agreement. In the event said substitution/complementation is not made, the NEMOs shall not be held liable for any delay in the execution of the Agreement.

## **5.6 Information Systems**

Whenever INDRA provides its Services at the premises of a NEMO or of a third party client of a NEMO and, because of the Services to be provided it becomes necessary for it to have total or partial access to information related to the systems or technologies of a NEMO or of such third party client, INDRA and its personnel shall use the systems they have access to in accordance with the regulations, manuals, procedures and instructions of a NEMOs or, where appropriate, of the third party client.

## **5.7 Equal treatment**

**5.7.1** INDRA acknowledges and understands the importance of ensuring an equal treatment of the NEMOs and of maintaining a level playing field between them.

In this context, for any Service provided by INDRA under the Agreement:

- a) INDRA is subject to a duty of loyalty to each NEMO; the following behaviours are examples of disloyal behaviour:
  - i. Service provision towards one NEMO would be prioritized over the Service provision towards the other NEMOs, unless this is compliant with the planning agreed by all the NEMOs; or
  - ii. INDRA would provide more services to one NEMO compared to the others for the same remuneration;
- b) INDRA shall treat all NEMOs in a fair, transparent and non-discriminatory manner; and
- c) INDRA shall provide the Services in the interest of all NEMOs and in the interest of the ID NEMO Cooperation and shall refrain from any different or preferential treatment of one or more contracting NEMOs unless this is compliant with the

planning or if instructed by the NEMOs and provided this is compliant with mandatory local law and mandatory regulations on telecommunication services.

**5.7.2** INDRA shall put in place the necessary measures to prevent disclosure by it of information related to a NEMO to the other NEMOs except where such disclosure has been agreed between the Parties. Services provided in compliance with the Agreement, or instructions given to INDRA jointly by all the NEMOs or by one or more NEMOs or a representative other than a NEMO, in name and on behalf of all NEMOs (subject to previous notification by all NEMOs), are to be considered consistent with the interest of all NEMOs and of the ID NEMO Cooperation.

**5.7.3** INDRA undertakes to put in place the necessary measures (e.g. “Chinese walls”) to prevent conflicts of interests between its own interests and those of one or more NEMOs and between the interests of one or more NEMOs and of the ID NEMO Cooperation.

**5.7.4** In the event INDRA is, during the provision of the Services, confronted with a conflict between

- a) its own interests and those of one or more NEMOs; or
- b) between the interests of one or more NEMOs and of the ID NEMO Cooperation,

INDRA shall promptly inform all NEMOs thereof and request the NEMOs to decide upon the manner in which the conflict shall be handled.

## **5.8 Conflicts of interest**

The remuneration due to INDRA under the Agreement shall constitute INDRA’s sole remuneration in connection with the Agreement or the Services, and INDRA shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Agreement or to the Services or in the discharge of its obligations under the Agreement, and INDRA shall use its Best Efforts to ensure that the personnel, any subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

## **5.9 Service Levels – Service Credits**

Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services) provide the Service Levels and Service Credits applicable to the Services (if any).

## **5.10 Service management**

**5.10.1** To ensure the good and timely performance of the Agreement, Parties shall regularly set up meetings in which the Service provision and possible issues are discussed.

**5.10.2** The NEMOs undertake to inform INDRA of any circumstance that may hinder or threaten the execution of the Services as they have been agreed to by the Parties.

**5.10.3** The NEMOs shall make the necessary resources available so as to ensure the proper collaboration between NEMOs and INDRA.

## **5.11 Testing, Delivery and Acceptance of the deliverables**

### **5.11.1 Documentation**

The NEMOs shall, within ten (10) Business Days from the delivery of a Deliverable consisting of documentation, indicate if they can validate it. In the event the NEMOs do not validate the Deliverable within the given time limit, then such Deliverable shall be deemed not accepted. However, should the NEMOs use the Deliverable in any way, without any reservation made, then such Deliverable shall be deemed to have been finally and definitely accepted (except for latent defects).

Any Deliverable consisting of documentation shall be delivered on an agreed durable medium.

### **5.11.2 Development**

**5.11.2.1** Testing of the Deliverables related to the Developments shall be performed in accordance with the testing process to be agreed upon by the Parties within 12 weeks after the entry into force of the Agreement in accordance with [Article 12.1](#).

**5.11.2.2** INDRA shall, within fifteen (15) Business Days after finalisation of the Development in accordance with the agreed planning, deliver to each of the NEMOs:

a) the PMI Logger Analysis Tool by making it available to each of the NEMOs in the hosting environment and by ensuring that each of the NEMOs have access to it in the hosting environment on a continuous (24/7) basis (except for agreed downtime for maintenance); and

b) the source code of the PMI Logger Analysis Tool on an agreed durable medium.

[REDACTED]

5.11.2.3 The NEMOs shall, within ten (10) Business Days from the delivery of the Deliverable related to the Developments, validate it. In the event the NEMOs do not validate the Deliverable within the given time limit, then such Deliverable shall be deemed not accepted. However, should the NEMOs use the Deliverable in any way, without any reservation made, then such Deliverable shall be deemed to have been finally and definitely accepted (except for latent defects and warranties granted for bug fixing).

5.11.2.4 [REDACTED]

**5.11.3 Change Requests/Change to the Services**

5.11.3.1 In order to update or improve the Services, INDRA shall provide the NEMOs with proposals for modifications.

5.11.3.2 NEMOs may request INDRA to modify the Services, for any reason. In such case, the NEMOs shall provide INDRA with a written (via email) request for modification of the Services and provide INDRA, where reasonably practicable, with proposals for these modifications.

5.11.3.3 INDRA shall provide, in a timeframe mutually agreed respecting the priority requested by NEMOs, the detailed specifications of impact and consequences of the changes to be introduced according to Article **Error! Reference source not found.** or Article **Error! Reference source not found.**, as well as an implementation planning and a financial proposal. INDRA will justify in this financial proposal the justification of the costs to be charged to the NEMOs.

5.11.3.4 Parties will agree in good faith on the modifications and on the terms and conditions applicable to such modification. As part of the terms of such modification, Parties will

agree on the payment modalities. For this purpose, a reference table containing the relevant rates of INDRA is added as Annex 6 (Tariffs).

**5.11.3.5** Any agreement reached in respect of the Change Request shall be reflected in a change request document to be signed by all Parties.

**5.11.3.6** The acceptance of the deliverables to be developed under the agreed modification is subject to an acceptance notice by the NEMOs. This acceptance notice will be sent via email by the SPOC of the NEMOs.

#### **5.11.4 Additional Services**

Should the NEMOs request INDRA to provide new Services, i.e., Services that do not fall within the scope of Articles 5.11.3.1 or 5.11.3.2 (meaning that such a Service can't be qualified as a modification of the existing Service), the Parties will amend the Agreement in writing consistently with ARTICLE 15.8 (Amendment).

## **ARTICLE 6. REMUNERATION**

### **6.1 Remuneration**

The NEMOs shall, for the performance of the Services by INDRA in accordance with the Agreement, pay to INDRA the remuneration for the Services set forth in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services).

Any taxes, duties, levies and charges currently payable pursuant to the internal tax laws in the country of the relevant NEMO(s) or such others as may be created or applied during the effective term of this Agreement, shall be payable by the relevant NEMO(s).

Any prices in the Agreement are exclusive of the trips, travelling per diem and transport of materials not expressly indicated in the Agreement, which shall be borne by NEMOs provided

that such trips, travelling or transport of materials and the costs related thereto are pre-approved by the NEMOs and comply with the following guidelines:

[REDACTED]

Any costs to be invoiced shall be appropriately documented.

For the avoidance of any doubt, the NEMOs shall reimburse INDRA for any out of pocket expenses reasonably incurred by INDRA and approved by the NEMOs beforehand.

## 6.2 Invoicing and payment

6.2.1 The remuneration shall be paid in accordance with the modalities set forth in Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services).

6.2.2 [REDACTED]

6.2.3 The The NEMOs are entitled to adapt the Sharing Key. The adapted Sharing Key shall apply for the invoices after communication by the NEMOs of the adapted Sharing Key.

6.2.4 If the participation of a NEMO to the Agreement is terminated, the remuneration to be paid for Services provided after such termination becoming effective, shall be shared between the remaining NEMOs.

6.2.5 Each Party also a paper version shall be provided. Each invoice shall include at least the following items:

- a) full name and address of both invoicing and invoiced Party;

- b) VAT number of both invoicing and invoiced Party;
- c) invoice amount, valued in euro;
- d) bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
- e) invoice number;
- f) invoice issue date;
- g) due date;
- h) designation of the service on the invoice;
- i) tax rate and tax amount separately, if any;
- j) specific constraint for invoicing, required by the article 226 of the Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive 2006/112/CE where the supply of services are subject to the VAT reverse charge procedure; and
- k) reference if required by the invoiced Party.

### **6.3 Due Date – Payment**

Each invoice shall be paid within thirty (30) days upon receipt of the invoice.

Payments due on a day other than a Business Day shall be made on the first following Business Day.

All payments shall be made by wire transfer to the bank account indicated by INDRA on the invoice.

### **6.4 Inflation correction**

As of the first month of each calendar year, an annual adjustment of the fees for both Hosting Services and Maintenance Services will be made corresponding to the Spanish CPI (Consumer Price Index) for the month of December. It is understood that such annual adjustment: (a) include the fees for Maintenance VPN and possible relevant tariffs and (b) does not include the fees for Change Requests that have associated increases in Hosting and Maintenance Services.

The annual adjustment corresponding to inflation correction shall be computed in accordance with the following formula:

$$\text{H\&M Price for Initial scope in actual year} = \text{HM Initial Price} * (\text{CPI actual year} / \text{CPI year of start of H\&M services}).$$

As of the first month of each calendar year, an annual adjustment of the monthly Hosting and Maintenance Services costs for Change Request (i.e., in the case of Change Requests that have associated increases of the monthly cost for Hosting and Maintenance Services) will be updated

in accordance with the Spanish CPI index, regardless of the month in which they went into production Change Request.

The annual adjustment of the monthly Hosting and Maintenance Services costs for Change Request corresponding to inflation correction shall be computed in accordance with the following formula: H&M Price for respective CR in actual year = HM of respective CR \* (CPI actual year / CPI year of start of H&M services of respective CR ).

#### **6.5 Late Payment**

In case of late payment attributable to a NEMO, such NEMO will pay interest for late payment at the legal interest rate as specified in the Belgian Law of 02/08/2002 on combating late payment in commercial transactions, as modified by the Law of 22 November 2013, implementing Directive 2011/7/EU, calculated on a daily basis from the date the default occurs until payment is made in full as well before as after judgement.

### **ARTICLE 7. CONFIDENTIALITY**

7.1 Subject to the further provisions of this ARTICLE 7, each Party hereby undertakes to the other Parties that it shall:

- a) not disclose, convey or transfer to any individual or entity any Confidential Information without the express, prior written consent (including email) of the other Parties; such consent not to be unreasonably withheld or delayed;
- b) not use Confidential Information in any way, or for any purpose, other than for the Permitted Purpose, unless this is previously and specifically authorized in writing (including email) by the other Parties;
- c) not copy or reproduce Confidential Information in any form whatsoever, except as may be necessary for the performance of its obligations under the Agreement;
- d) safeguard Confidential Information which is in its possession, using the same degree of care that it applies to safeguard its own respective confidential and proprietary information and to take all necessary measures to prevent unauthorized or accidental disclosure of the Confidential Information. In this respect, each Party warrants that it has sufficient procedures and protections in place in order to enforce and maintain confidentiality and to prevent unauthorized use and unauthorized disclosure of such Confidential Information; and
- e) not incorporate Confidential Information into data, documents, databases, or any other media save to the extent necessary for the ID NEMO Cooperation or as permitted under the Agreement, without the explicit prior written consent (including email) of the Disclosing Party(ies), such consent not to be unreasonably withheld or delayed.

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7.2 Each Party shall be entitled to disclose Confidential Information to any of its own Internal Representatives, or External Representatives, only if all the following conditions are met:

- a) the Internal Representative or External Representative of the Recipient Party has a definite need to know such information for the execution of its assignment which must be strictly related to the performance of the Agreement. Each Recipient Party shall directly assume full responsibility for any acts of its Internal Representatives or External Representatives related to the disclosed Confidential Information;
- b) the Internal Representative and/or the External Representative is informed by the Party of the confidential nature of the Confidential Information and is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of the Agreement;
- c) the necessary procedures and protections must have been put into place by the Recipient Party to prevent disclosure and further use of such Confidential Information in the event such person is no longer an Internal Representative or External Representative of the Recipient Party;
- d) each Recipient Party is and shall at all times remain fully liable for any breach by an Internal Representative or External Representative of the confidentiality obligations;
- e) the Recipient Party undertakes to have sufficient procedures and protections in place in order to enforce and maintain confidentiality and prevent any unauthorized use and/or disclosure of such Confidential Information by its Internal Representatives or External Representatives to whom Confidential Information is disclosed;
- f) in respect of Confidential Information related to third parties (e.g. TSOs, service providers) if such disclosure is permitted under existing agreements with such third parties or if the Recipient Party has obtained all consents to such disclosure from the relevant third party; and
- g) disclosure of Confidential Information to the directors, members of management, officers, legal representatives and employees of the XBID System Service Provider (as Internal Representatives of a Party) shall be allowed if such Internal Representative has a definite need to know such information for the performance of the XBID-MSA, and provided that such directors, members of management, officers, legal representatives and employees are bound by appropriate confidentiality obligations.

7.3 A Party may disclose Confidential Information it has received if one of the following conditions are met:

- a) the Disclosing Party can demonstrate by written evidence that all Parties have agreed to such disclosure and that such information is not otherwise subject to any confidentiality obligation owed to any third party;

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- b) if it can demonstrate by written evidence that the received information was known to it prior to the disclosure, through no breach of a confidentiality obligation towards the concerned Party; or
- c) if it can demonstrate by written evidence that the received information has come into the public domain through no fault or negligence of a Party to the Agreement.

7.4 The Agreement does not, and is not intended to, create an obligation for any Party to exchange information with other Parties which is not within the object of the Agreement as set forth in ARTICLE 2. Moreover, the Parties acknowledge and agree that a Disclosing Party may request a Recipient Party to enter into one of the confidentiality arrangements before disclosing any Confidential Information.

7.5 In the event that any Party becomes aware of, or reasonably suspects, that any unauthorized use or disclosure of Confidential Information by any Party has occurred or is about to occur, such Party must immediately notify the relevant Disclosing Party in writing (including, but not limited to, by email).

7.6 The Parties agree that the obligations imposed by this ARTICLE 7 shall:

- a) survive the termination, for any reason whatsoever, of the Agreement for a term of five (5) years; and
- b) in case one or more NEMOs withdraws from the Agreement for any reason, survive such withdrawal with respect to such withdrawing NEMOs for a term of five (5) years from the date of such withdrawal.

7.7 Each NEMO is entitled to voluntarily disclose, at its own initiative, Confidential Information to a Competent Authority provided that:

- a) such Competent Authority is informed by the NEMO of the confidential nature of the Confidential Information; and
- b) such Competent Authority is bound to respect the confidential nature of the Confidential Information in accordance with relevant national legislation or in the absence of such legislation, such Competent Authority is bound to respect the confidential nature of the Confidential Information under terms at least equivalent to the terms of the Agreement.

7.8 The Parties are aware of the fact that certain Party(ies) in Norway, Romania, Sweden, Denmark, Finland, the Czech Republic and Slovenia are subject to acts relating to the right of access by the public, under certain conditions, to documents held by public authorities and public undertakings (so-called “freedom of information acts”) or to the legal obligation of publishing all relevant documents named by particular national legislation (so called “act on registration of contracts”) and may therefore be forced to disclose some or all of the terms of the Agreement or other information pertaining to such Party(ies). The same shall

apply in case similar legal regimes exist in other jurisdictions. Without prejudice to the foregoing provisions of this ARTICLE 7, any Party subject to such a disclosure obligation shall use its Best Efforts to ensure that no Confidential Information is disclosed during the course of complying with such obligation, including by (in consultation with the Disclosing Parties where it is reasonable for it to do so) redacting all such Confidential Information from any materials or documents (in whatever form) prior to such disclosure, so that sharing of Confidential Information is avoided.

- 7.9** If the Recipient Party is requested to disclose all or any part of the Confidential Information pursuant to an Applicable Law or pursuant to a valid and effective order or request issued by any Competent Authority, in such case:
- a) to the extent lawful, the Recipient Party undertakes to notify each Disclosing Party of the existence, terms and circumstances surrounding such request or legal obligation prior, if possible, or in any case soon after proceeding with any disclosure, provided that such disclosure does not constitute a breach of national rules;
  - b) each Disclosing Party shall cooperate to respond adequately, consistently and in time; and
  - c) should such Confidential Information be intended to be published by the relevant Competent Authority, the Recipient Party shall agree with the Disclosing Party(ies) in providing a non-confidential version of such Confidential Information for this publication, under the exception of mandatory rules or court or administrative orders or information requested by administrative, regulatory or court authorities in which case the publication shall not be constrained.
- 7.10** For the avoidance of doubt, the Parties confirm that the disclosure of Confidential Information in the circumstances foreseen under this ARTICLE 7 does not affect the confidential character of the Confidential Information so exchanged.
- 7.11** In cases of doubt as to whether an information is Confidential Information or whether Confidential Information may be disclosed pursuant to this ARTICLE 7, confidentiality shall be maintained until written confirmation (including by email) has been obtained from the other Parties (or, as the case may be, by the relevant Disclosing Parties) that one of the above exclusions applies.
- 7.12** All rights, title and interest in and to the Confidential Information shall be retained by the Disclosing Party or its relevant service provider.
- 7.13** The Agreement does not grant the Recipient Party any license rights or any other rights related to the Confidential Information and its future use, except to the extent as set out in the Agreement or unless such rights are agreed upon in a separate, written, specific and signed agreement.

**ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Any software developed prior to the entry into force of this Agreement by INDRA as notified by INDRA shall remain its property, it being understood that 1/ NEMOs shall have a transferable, sub-licensable license to use such software as long as they use the PMI Logger Analysis Tool and 2/ that Article 8.3 applies to any further improvements to such software.
- 8.2 It is explicitly agreed between the Parties that the documentation, software, requirements and any other information provided by the NEMOs within the context of the Services (the “**Data**”) to INDRA shall be and remain the exclusive property of the NEMO providing such Data, as the case may be, and that INDRA shall not benefit from any right in their regard, except the non-exclusive and non-transferable or sub-licensable, right to use those Data solely to the extent that such use is strictly necessary for the provision of the Services.
- 8.3 All works, preparations, creations, studies, researches, experiences, inventions or other information, Deliverables, including without limitation all documents, drawings, documentation, manuals, reports, schemes, software (system programs, applications, object codes, source codes), algorithms, technologies, business secrets, methods, inventions, findings, know-how technical or other data, databases, statistical analyses as well as information derived directly or indirectly there from, of whatever kind, developed by INDRA, as the case may be, pursuant to or in connection with the Services provided under the Agreement or constituting a direct or indirect result of the performance by INDRA of the Agreement (the “**Developments**”), shall become the NEMOs’ joint property as they are developed, at no additional cost or remuneration and all rights, including Intellectual Property Rights, in respect thereto shall be vested with the NEMOs to the fullest possible extent, and to the extent necessary, immediately transferred and/or assigned to the NEMOs as from their creation, implying amongst others that the NEMOs shall (subject to the arrangements amongst them) be entitled to use, exploit (commercially or otherwise), further develop and adapt, transfer, license the Developments and that no such rights remain with INDRA (unless provided otherwise by Applicable Law).
- 8.4 In case of termination of the Agreement, the NEMOs shall thus be considered the co-owners of all Developments and the Intellectual Property Rights pertaining thereto and the NEMOs shall thus be entitled to maintain and use all these Developments, at no additional cost or remuneration provided the NEMOs pay all payments according to the Agreement.
- 8.5 INDRA declares and warrants that to the best of its knowledge the Developments do not infringe any third party intellectual property rights. In case of a third party claim for Intellectual Property Rights infringement, INDRA shall hold harmless the NEMOs and indemnify them against any such claim.

In such case INDRA undertakes to provide the NEMOs costless with all useful support in obtaining and maintaining any right or legal title concerned, this including but not limited to the signature of documents useful to its participation in procedures for obtaining the said right or title.

- 8.6 Notwithstanding the above, INDRA reserves the right to use the Developments, for internal work purposes, this however only in as far as such Developments do not contain Confidential Information. INDRA is not entitled to convey any rights of any nature thereon to any of the other NEMOs.
- 8.7 INDRA shall ensure that its representatives, employees and agents also comply with the obligations under this ARTICLE 8.
- 8.8 INDRA shall not (without the prior written consent of the NEMOs) publish or use any advertising, sales, promotions, press release or other publicity which use the logo or trademarks of the NEMOs.

## **ARTICLE 9. LIABILITY**

- 9.1 The provisions of this ARTICLE 9 apply to any liability whether based on contractual liability or non-contractual liability, of INDRA, respectively one or more NEMOs (the **“Defaulting Party”**) towards one or more NEMOs, respectively INDRA (the **“Affected Party”**) i) for any breach (whether by act or omission) of an obligation arising out of the Agreement or ii) for any breach of an extra-contractual duty (whether by act or omission) arising in the context of the Agreement (hereafter collectively **“Non-Performance”**).
- 9.2 The liability limitations and limitations regarding hold harmless and indemnification obligations contained in this ARTICLE 9 do not apply:
- a) in the event of fraud (*“bedrog”/“fraude”*);
  - b) in the event of own intentional fault or misconduct (*“opzettelijke fout”/“faute intentionnelle”*);
  - c) in the event of delay or default in payments of any amount due under the Agreement;
  - d) in the case of an infringement of ARTICLE 8; or
  - e) in the cases explicitly mentioned in this ARTICLE 9.
- 9.3 The Defaulting Party shall be liable, subject to the limitations set out below, to an Affected Party for any direct loss, damage, charges, fees, expenses or any other direct prejudice (*“rechtstreekse schade”/ “dommage direct”*) (the **“Loss”**) which the Affected Party(ies) suffer(s) or incur(s) as a result of any Non-Performance and provided that i) such Non-Performance is attributable to the Defaulting Party and ii) that such Non-Performance is not excused on the basis of Force Majeure.

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9.4 Without prejudice to Article 9.2, Parties shall not be liable for indirect loss or damage, including loss of profit, reputational damage, or loss of business opportunity.

9.5 Without prejudice to Article 9.2, for any and all Non-Performances under or arising out of the Agreement, the total compensation obligations of INDRA resulting from INDRA's liability for a Non-Performance causing an own damage ("*schade*" / "*dommage*") to the NEMOs shall in no event, including in the event of gross negligence ("*zware fout*" / "*faute grave*") exceed:

a) [REDACTED]

b) [REDACTED]

9.6 Without prejudice to Article 9.2, for any and all Non-Performances under or arising out of the Agreement, the total compensation obligations of the totality of the NEMOs resulting from any liability for a Non-Performance causing damage ("*schade*" / "*dommage*") (i.e. including any and all third party claims and thereto related damages) to INDRA shall in no event, including in the event of gross negligence ("*zware fout*" / "*faute grave*") exceed:

a) [REDACTED]

b) [REDACTED]

9.7 Should any Non-Performance by any Party result in a claim by a third party, the Party to whom the Non-Performance is attributable shall hold harmless the other Party(ies) against and indemnify it (them) for and against any direct loss, liability, sanction, claim, damage or expense which such other Party suffers, provided that in no case, but without prejudice to Article 9.2, the aggregate obligation of a Party to hold harmless and indemnify the other Parties shall, regardless the number of claims and Affected Party(ies) and irrespective of whether the third party claim was caused by a simple default or negligence ("*lichte fout*" / "*faute légère*") or a gross negligence or gross default ("*grove fout*" / "*faute grave*") exceed:

a) [REDACTED]

b) [REDACTED]

**9.8** In the event a Non-Performance of a Party causes a Loss to several Affected Parties and the total Loss incurred by all Affected Parties exceeds the hold harmless obligation set forth in this Article 9.7, the amount payable to the Affected Party(ies) shall be reduced *pro rata* the Loss incurred by each Party.

The obligation for a Party to hold harmless and indemnify the other Party(ies) also applies when the other Party(ies) have contributed to the Loss, it being understood that such hold-harmless and indemnification obligation shall then be reduced in proportion to their respective contribution to the Loss.

**9.9** The Party(ies) shall in no event (including in the event of a gross misconduct and regardless of whether such indemnification obligation is based upon an action or claim in contract, tort or negligence) hold harmless and indemnify another Party for any incidental, indirect or consequential damage including, but not limited, to loss of opportunity, loss of goodwill, loss of business, loss of profit, reputation damage, suffered by the third party initiating the third party claim.

**9.10** A Party receiving a third party claim shall immediately inform the Defaulting Party thereof and such Defaulting Party shall upon request provide assistance in defending the third party claim.

The defendant Party has the right to request the Defaulting Party to join any discussions or dispute settlement procedure (whether amicable, judicial or arbitrational) following a third party claim, and the Defaulting Party also has the right to join such procedure (except provided otherwise under Applicable Law). The right of defence of the Defaulting Party shall always be duly observed.

The defendant Party shall not approve any proposed settlement with respect to the third party claim without the approval of the Defaulting Party. Such approval shall not be unreasonably withheld, conditioned or delayed.

In the event a Party receives a claim by a third party, it shall inform the other Parties:

- a) as soon as possible of the main elements of such claim (such as the object of the claim, legal basis, main arguments and submitted proof if any); and
- b) of the outcome regarding such claim (such as the outcome of any legal proceedings or of any amicable settlement, any withdrawal of the claim) as soon as that outcome is available.

**ARTICLE 10. INSURANCE**

**10.1** INDRA shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Agreement, the appropriate insurance for covering its potential liabilities under the Agreement. INDRA shall submit a copy of the certificate of insurance upon the NEMOs' request.

**ARTICLE 11. FORCE MAJEURE**

**11.1** No Party shall be liable for delay or failure to fulfil its obligations under the Agreement if the delay or failure in performing the concerned obligation results from Force Majeure.

**11.2** Any Party affected by Force Majeure, shall:

- a) send the other Parties prompt notification describing the nature of Force Majeure, its probable duration and the impact thereof on the performance of the Party's obligations under the Agreement;
- b) use its Best Efforts to limit the consequences and duration of the Force Majeure;
- c) provide regular (and, in any event, weekly) notices to the other Parties about its actions and plans for action under Article 11.2, b); and
- d) provide prompt notice to the other Parties as soon as the circumstances giving rise to the event of Force Majeure have been cured, mitigated or have otherwise ceased.

**11.3** A Party affected by Force Majeure shall be excused from any delay or failure in performance, in whole or in part, of its obligations under the Agreement for so long as, and to the extent that, the performance of such obligations is affected by Force Majeure.

**11.4** A Party cannot, under any circumstances, be held responsible or held liable to pay any compensation for damage suffered, due to any delay or failure in performance, in whole or in part, of any one or more of its obligations, when such delay or failure in performance is due to a Force Majeure event.

**11.5** If Force Majeure continues for two (2) consecutive months following the notice under Article 11.2, a), the Party(ies) that has (have) invoked Force Majeure shall be entitled to

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terminate for cause (under the terms and conditions of ARTICLE 13) immediately upon notice sent in writing and provided that it demonstrates that:

- a) the event of Force Majeure invoked in the notice under Article 11.2, a) prevents it from performing its obligations under the Agreement which are to be considered as essential obligations under the Agreement; and
- b) it (they) has (have) taken all reasonable measures to remedy such Force Majeure but it is impossible to remedy the Force Majeure by such reasonable measures.

**ARTICLE 12. ENTRY INTO FORCE - TERM**

**12.1** The Agreement enters into force with retroactive effect as of April, 1<sup>st</sup> 2018, provided it has been signed by all Parties.

**12.2** For the Development Services, the Agreement shall remain in force until the PMI Logger Analysis Tool has been developed by INDRA and accepted by the NEMOs without any reserve, without any prejudice to any warranty rights the NEMOs have under the Agreement and under Applicable Law and all their rights to seek remedy or compensation for (latent) defects.

**12.3** For the Hosting Services and the Maintenance Services, the Agreement is entered into for a term of three (3) years from the date of signature of the Agreement. Upon expiration of this initial fixed term, the Agreement shall automatically be extended for successive one (1) year terms, unless either INDRA or all the NEMOs notified in writing, at the latest six (6) months prior to the expiration of the initial three (3) year term or the then current one (1) year term, that the Agreement shall not be extended.

The Agreement will automatically expire ten (10) years after its entry into force, without any possibility of automatic extension beyond that date.

**ARTICLE 13. TERMINATION**

**13.1 Termination due to expiration of the duration**

**13.1.1** The Agreement shall terminate upon expiry of the term initially agreed as stated in ARTICLE 12, following a termination notice provided in accordance with Article 12.3, or upon expiry of any of its extensions without renewal or upon expiry of its maximum

duration of ten (10) years. INDRA shall inform the NEMOs six (6) months before the expiration of each term of the upcoming expiration of that term.

### 13.2 Termination for cause

13.2.1 INDRA or the NEMOs upon a joint decision of the NEMOs, shall be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon notice if the NEMOs respectively INDRA:

- a) commits a material breach of the Agreement which is incapable of remedy; or
- b) commits a material breach of the Agreement, including non-payment of an invoice by all NEMOs, which is capable of remedy but remains unresolved for more than sixty (60) days following notice from the non-breaching party specifying the breach complained and required remedy.

13.2.2 The NEMOs shall, upon a joint decision of the NEMOs, be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon written notice if INDRA:

- a) goes or is put into liquidation, except for a solvent amalgamation or reconstruction; or
- b) enters into any composition or arrangement with its creditors generally.

13.2.3 The NEMOs shall be entitled, without any court intervention and without any specific termination compensation being due, to terminate the Agreement immediately upon written notice if the ID NEMO Cooperation or if the XBID-MSA is terminated.

13.2.4 Each individual NEMO shall be entitled, without any court intervention and without any specific termination compensation being due, to withdraw from the Agreement immediately upon written notice in the event of termination of its participation to the ANIDOA, provided it has paid its share of the remuneration to be paid to INDRA in accordance with Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services) and Annex 3 (Hosting & Maintenance Services). In such case the Agreement shall remain into force with the NEMOs that remain.

13.3 In the event that INDRA or the NEMOs terminate the Agreement this obliges them to the following:

- a) on the part of the NEMO(s) concerned, to pay to INDRA all the outstanding payments for the Services effectively and correctly provided by INDRA, as well as all the costs incurred by INDRA as a consequence of the early termination, except in case the termination is due to a breach of INDRA.

- b) on the part of INDRA, to provide the Services until the end of the termination notice period and to ensure that all relevant knowledge and information in respect of the provision of the Services is transferred to the NEMOs or to the service provider selected by the NEMOs prior to the expiration of the termination notice period.

## **ARTICLE 14. ACCESSION BY OTHER NEMOS**

- 14.1** The Agreement is open to accession by any New NEMO that accedes to the ANIDOA.

The accession shall be effected by the New NEMO wishing to accede by signing the accession declaration as provided in Annex 4 (Accession Declaration Form). Upon signature of such accession declaration, the Agreement shall become effective *vis-à-vis* the NEMO wishing to accede, and the NEMO wishing to accede shall be treated as a New NEMO under the Agreement, with the same rights and obligations of the existing NEMOs.

- 14.2** To the extent the remuneration to be paid to INDRA for the provided Services is dependent on the number of NEMOs receiving the Services, any increase of cost or remuneration towards INDRA as a result of the accession of New NEMO shall be borne by New NEMO.
- 14.3** Any New NEMO shall thus be entitled to the Services (and participate in the payment of the remuneration) as soon as such new NEMO has acceded in accordance with this ARTICLE 14.

## **ARTICLE 15. MISCELLANEOUS**

### **15.1 Entire agreement. Cumulative remedies. Severability**

- 15.1.1** The Agreement, including its Annexes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and contains everything the Parties have negotiated and agreed upon relating to the same subject matter and supersedes all prior verbal or written agreements and is intended by the Parties as the complete and exclusive statement of the terms of their agreement.
- 15.1.2** No waiver of any term, provision or condition of the Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving Party. No omission or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver by it of any right to exercise it in future or of any other of its rights under the Agreement. For the avoidance of doubt, if a Party fails to perform any of its obligations hereunder, and another Party fails to enforce the

provisions relating thereto, such Party's failure to enforce the Agreement shall not prevent its later enforcement.

- 15.1.3** All remedies set forth in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 15.1.4** If any term or provision of the Agreement shall be found to be illegal or unenforceable, such illegal or unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the Parties expressed herein.
- 15.1.5** The invalidity or ineffectiveness of any Article of the Agreement shall not affect the validity of the remainder of the Agreement.

## **15.2 Notices**

- 15.2.1** All notices and correspondence under the Agreement shall be in writing and may be delivered by e-mail, by personal service, express courier using an internationally recognised courier company, or certified mail, return receipt requested to the recipient Party at the relevant postal and/or email address specified for such purposes in Annex 5 (Contact and invoicing details). A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail, provided that, in either case, where delivery occurs outside Working Hours, the notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.
- 15.2.2** The Parties agree that the working language for all notifications and for all matters relating to their cooperation under the Agreement shall be English, to the extent compatible with the Applicable Law.
- 15.2.3** All communications of the INDRA shall be addressed to all NEMOs or to the SPOC appointed by the Parties (as the case may be).

## **15.3 Independent Contractor**

The relationship between the Parties under the Agreement is that of independent contractors, and nothing contained in the Agreement shall be construed to create a relationship of employer and employee or principal and agent between the NEMOs and INDRA nor shall it be deemed a partnership, joint venture or fiduciary relationship for any purpose. The NEMOs' personnel shall serve under the exclusive direction and control of the relevant NEMO and shall not be deemed to be employees or agents of INDRA. The NEMOs shall be solely responsible for payments of all their respective personnel's compensation, including wages, benefits,

taxes, workers' compensation, disability, and other insurance and the withholding or deduction of such items to the extent required by Applicable Law.

#### **15.4 Assignment**

**15.4.1** Any Party may assign in whole or in part its rights and obligations concerning the Agreement to an Affiliate subject to a prior notice to the other Parties about this circumstance.

**15.4.2** The Agreement shall not be assigned or otherwise transferred by a Party in whole or in part to a third party other than an Affiliate without the express prior written consent of the other Parties.

#### **15.5 Non-solicitation**

During the term of the Agreement and for a period of one (1) year following the date of termination, INDRA respectively the NEMOs shall not actively solicit for employment any employee, contractor, consultant, or other representative of the NEMOs respectively INDRA unless mutually agreed in writing. As regards the NEMOs, this non-solicitation clause only applies in respect of employees, contractors or representatives of INDRA that are directly involved in the provision of the Services.

If the NEMOs respectively INDRA knowingly hires INDRA's respectively a NEMO's employee, contractor, consultant or other representative during the term of the Agreement or within one (1) year following the date of termination and without obtaining the prior written consent of INDRA respectively the NEMO(s) concerned, the hiring Party shall pay to the concerned Party a one-time fee of fifty percent (50%) of that employee's, contractor's, consultant's or other representative's gross annual salary or compensation for the last twelve (12) months prior to the employee's, contractor's, consultant's or other representative's departure.

**15.6** For the avoidance of doubt, nothing in the Agreement shall preclude INDRA to perform other services for NEMOs or any other of the NEMOs to conclude an agreement with INDRA in its own name and on its own behalf for other services.

**15.7** The Parties cannot, without the written consent of the other Party create or assume obligations of any type, on behalf of the other, nor represent another Party.

**15.8** No change, alteration, modification or addition to the Agreement shall be binding on the Parties except if made by written amendment duly signed by the Parties. Any change to the

Agreement can only be validly agreed upon in writing, duly signed by the legal representatives of the Parties.

**15.9** In the event of the termination of the Agreement for whatever reason, the provisions which expressly are intended to survive the termination of the Agreement are ARTICLE 1, ARTICLE 7, ARTICLE 8, ARTICLE 9, ARTICLE 10, ARTICLE 11 and ARTICLE 15 (for the term indicated therein) and without prejudice to the right of a Party to settle any dispute arising after termination out of or in connection with the Agreement in accordance with all the provisions of the Agreement.

**15.10** Each Party shall maintain records that are complete and accurate for all the relevant material regarding the performance by it of all its obligations under the Agreement and each Party shall retain such records for a period as required in accordance with Applicable Law, with a minimum of three (3) years unless otherwise required by Applicable Law. On another Party's first substantiated request, a Party shall provide the other Parties with a copy of all or part of the records as indicated by the requesting Parties, if available.

#### **15.11 Governing Law**

This Agreement shall be governed, interpreted and construed in accordance with the Belgian Law.

#### **15.12 Settlement of disputes**

Any and all disputes arising in connection with or relating to the validity, construction, interpretation or termination of the Agreement or any part thereof, when not settled amicably shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules.

The arbitration tribunal shall sit in Brussels (Belgium) and the proceedings shall be in the English language.

The arbitration award shall be final and binding on the Parties and shall be enforceable in any court having jurisdiction thereof.

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In deviation of the foregoing, in the event the value of the object of the dispute does not exceed the total amount of remuneration paid under the Agreement, the courts of Brussels shall be exclusively competent to settle the dispute.

The provisions of Article 15.12 shall in no way infringe the right of each individual NEMO to initiate individual legal proceedings against INDRA.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute the Agreement in sixteen (16) original copies on the date mentioned below.

**ANNEXES**

Annex 1 – Definition List

Annex 2 – PMI Logger Analysis Tool Development Services and REMIT reporting services

Annex 3 – Hosting & Maintenance Services

Annex 4 – Accession Declaration Form

Annex 5 – Contact and invoicing details

Annex 6 – Tariffs

Annex 7 - General Data Protection-information clause of TGE

**SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL**

**ANNEX 1**

**Definition List**

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

<b>ACER</b>	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;
<b>Affected Party</b>	has the meaning set forth in <u>Article 9.1</u> ;
<b>Affiliate</b>	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;
<b>Agreement</b>	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;
<b>ANIDOA</b>	the All NEMOs Intraday Operational Agreement entered into by the NEMOs, as may be amended, supplemented or replaced from time to time;
<b>Annexes</b>	means any document attached to the Agreement;
<b>Applicable Law</b>	means, with respect to each Party, such mandatory (including public policy) laws or regulations or decisions of any Competent Authority applicable to such Party;
<b>Article</b>	means an article of the Agreement;
<b>Best Effort</b>	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>middelenverbintenis</i> " / " <i>obligation de moyen</i> ");
<b>Business Day</b>	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;
<b>CACM</b>	means capacity allocation and congestion management;
<b>CACM Regulation</b>	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;

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**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;

**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;
<b>Data</b>	has the meaning set forth in <u>Article 8.2</u> ;
<b>Defaulting Party</b>	has the meaning set forth in <u>Article 9.1</u> ;
<b>Deliverable</b>	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;
<b>Developments</b>	has the meaning set forth in <u>Article 8.3</u> ;
<b>Development Services</b>	has the meaning set forth in <u>Article 5.1.1, a)</u> of the Agreement;
<b>Disclosing Party</b>	means any Party that discloses Confidential Information to another Party;
<b>External Representative</b>	means the subcontractors, agents, lawyers, professional advisors, external consultants, insurers, financiers or any other entity appointed by a Party in relation to the Agreement;
<b>Force Majeure</b>	<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"><li>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;</li><li>ii) sabotage or act of vandalism;</li><li>iii) natural disaster or phenomenon;</li><li>iv) fire, explosions, radioactive, chemical or other hazardous contamination;</li><li>v) a general or industry-wide strike; or</li><li>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.</li></ul> <p>Events considered force majeure for the XBID System Service Provider shall, where relevant, also be considered an event of Force Majeure;</p>

<b>Hosting Services</b>	has the meaning set forth in <u>Article 5.1.1, b)</u> of the Agreement;
<b>ICT</b>	means information and communications technologies;
<b>ID NEMO Cooperation</b>	has the meaning as set forth in recital I) of the ANIDOA;
<b>INDRA</b>	means the person identified in the identification page as INDRA;
<b>INDRA's Group</b>	means INDRA and any of its Affiliates;
<b>Intellectual Property Rights</b>	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) 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;
<b>Internal Representative</b>	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;
<b>Loss</b>	has the meaning set forth in <u>Article 9.3</u> ;
<b>Maintenance Service</b>	has the meaning set forth in <u>Article 5.1.1, c)</u> of the Agreement;
<b>Market Participant</b>	means entity authorized by a Party to submit orders in a local trading system connected to the XBID System;
<b>NEMO</b>	means any of the "nominated electricity market operators", as defined in the CACM Regulation, that are Party to this Agreement;
<b>NEMO ID SC</b>	means the steering committee as organized under the ANIDOA;

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<b>New NEMO</b>	means a “nominated electricity market operator”, as defined in the CACM Regulation wishing to accede to the Agreement;
<b>Non-Performance</b>	has the meaning set forth in <u>Article 9.1</u> ;
<b>Party</b>	means any party to the Agreement;
<b>Permitted Purpose</b>	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;
<b>PMI Logger Analysis Tool</b>	means the main web application tool described in <u>Annex 2 (PMI Logger Analysis Tool Development Services and REMIT reporting services)</u> ;
<b>Recipient Party</b>	means any Party that receives Confidential Information from another Party;
<b>Service Credits</b>	means the price reduction that applies in case Service Levels are breached;
<b>Service Levels</b>	means the performance requirements with which the Services must comply with as set forth in in the relevant Annexes;
<b>Services</b>	means the services to be provided by INDRA to each of the NEMOs pursuant to <u>Article 5</u> ;
<b>Sharing Key</b>	shall have the meaning set forth in <u>Article 6.2.2</u> of the Agreement;
<b>Single Intraday Coupling</b>	means “single intraday coupling” as defined in the CACM Regulation;
<b>SPOC</b>	means single point of contact;
<b>TSO</b>	means a transmission system operator;
<b>Working Hours</b>	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;
<b>XBID System</b>	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;
<b>XBID System Service Provider</b>	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,

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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.

**ANNEX 2**

**PMI LOGGER ANALYSIS TOOL DEVELOPMENT SERVICES AND REMIT REPORTING SERVICES**

For the purpose of this Annex 2 (PMI Logger Analysis Tool Development Services and Remit Reporting Services), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition list).

**ANNEX 2A**

**PMI LOGGER ANALYSIS TOOL DEVELOPMENT SERVICES**

**SECTION 1.- SERVICE DESCRIPTION DEVELOPMENT SERVICES**

**A.- Description**

The main goal of the Development Services is to implement, deploy and maintain the PMI Logger Analysis Tool, which is a web application that allows to analyse message communication logs generated by the XBID System.

The Development Services consist of designing and developing this PMI Logger Analysis Tool that offers the NEMOs a single, personalized, ease to use, automation solution to retrieve and analyse those logs, generating different types of reports from those data.

The PMI Logger Analysis Tool shall be developed by INDRA taking into account the following requirements:

**1/ PMI Logger Analysis Tool**

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

**2/ Technical Solution**

[Redacted text block]

[Redacted text block]

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**3/ Physical architecture**

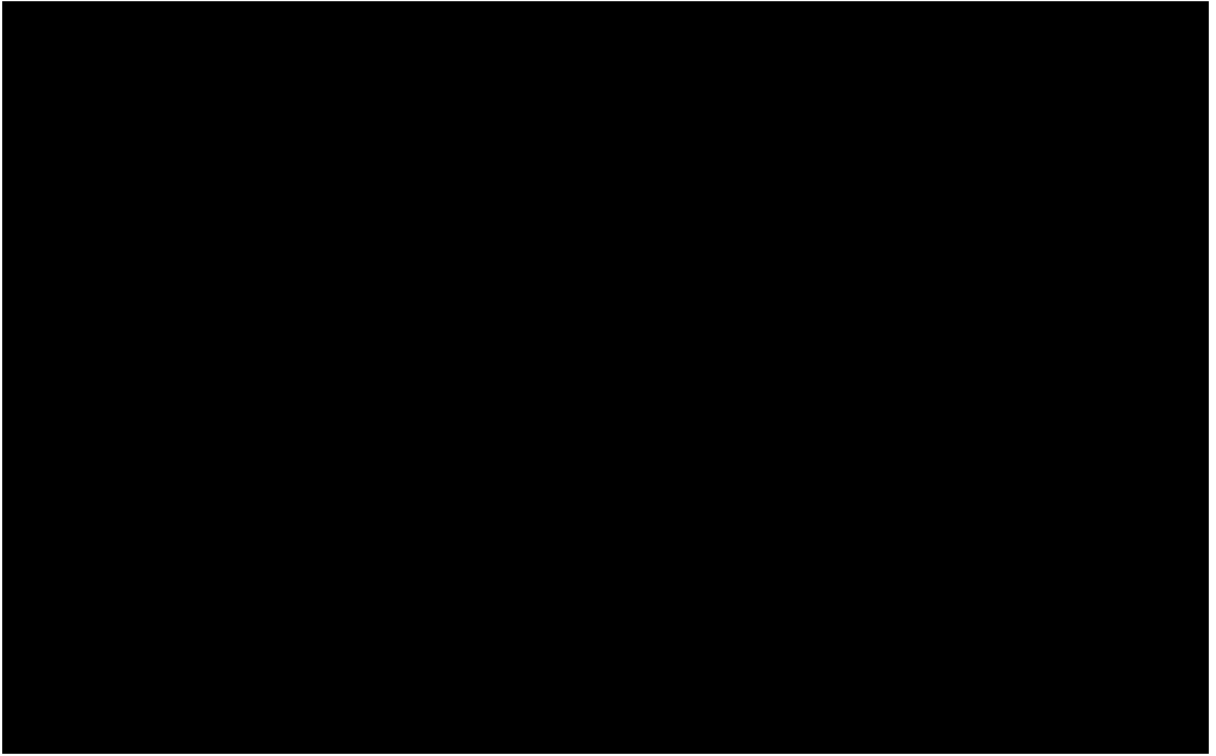
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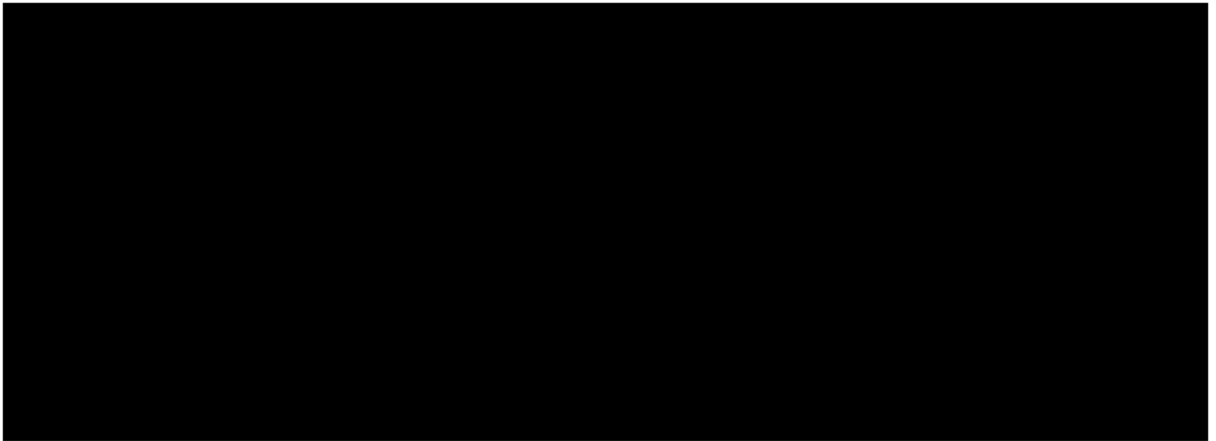
**4/ New versions update**



**5/ Technical architecture**



[Redacted text block consisting of multiple lines of blacked-out content]





[REDACTED]

**Remote Support**

[REDACTED]

**B.- Planning**

[REDACTED]

[REDACTED]

[REDACTED]

**C.- INDRA's development team**

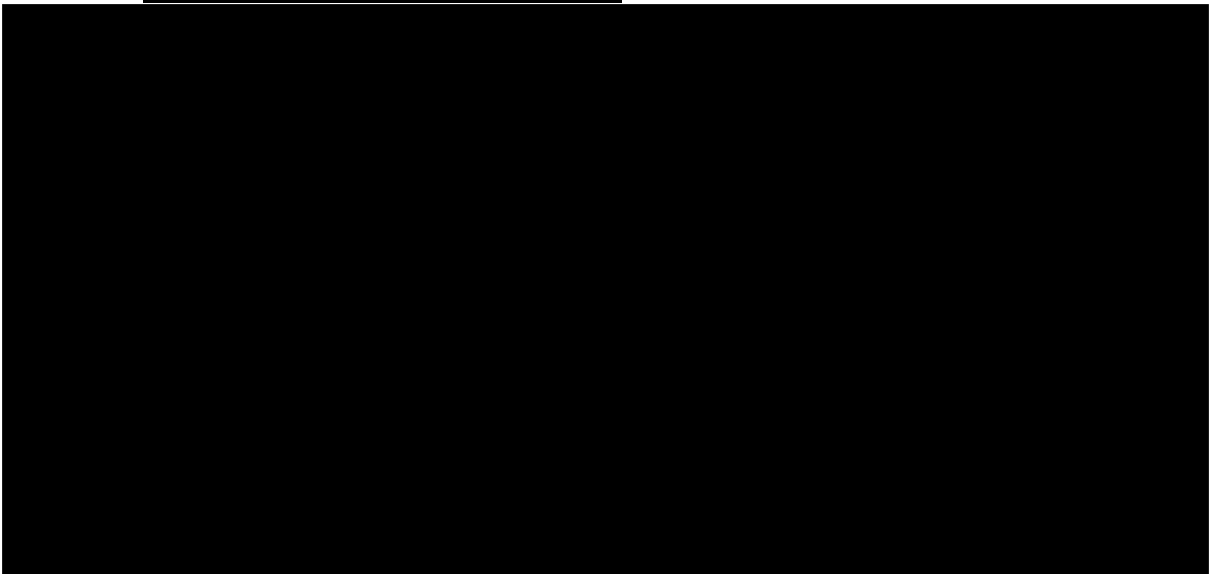


**Steering model**

[Redacted text]

[Redacted text]

[Redacted text]



**SECTION 2.- SERVICE LEVELS – SERVICE CREDITS**

No specific SLAs are agreed in respect of the Development Services

**SECTION 3.- REMUNERATION**

The remuneration for the Development Services is equal to [REDACTED]

**SECTION 4.- INVOICING AND PAYMENT**

INDRA shall invoice each of the NEMOs their respective share of the remuneration for the Development Services in accordance with the applicable Sharing Key.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**ANNEX 2B**

**REMIT Reporting Services**

**SECTION 1.- SERVICE DESCRIPTION REMIT REPORTING SERVICES.**

**REMIT Reporting for ACER**

INDRA is hosting the service for the PMI Logger Analysis Tool Application. This application retrieves the logs created by PMI Logger tool stating the transactions in the Energy Market and creates a set of reports from them.

**• PMI LOGGER**

[REDACTED]

**• ACER Reporting**

European Agency for the Cooperation of Energy Regulators (ACER) requires information necessary for monitoring the implementation of CACM Regulation in XBID. ACER is currently lacking the collection of ATC values for its market analysis and surveillance activities, preventing to achieve the goal of reconstructing the local view of SOB in order to analyze MPs strategy. To fill this need a new report is demanded: the Order Book Report. One important requirement: it must be possible to reconstruct the reports up to one year before. This implies to store the logs over one year, with the consequent increase in storage space.

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**SECTION 2.- REMUNERATION**

[REDACTED]

**SECTION 3.- INVOICING AND PAYMENT**

[REDACTED]

**ANNEX 2C**

**CHANGE REQUESTS**

**SECTION 1.-CHANGE REQUEST DESCRIPTIONS**

[REDACTED]

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THIRD AMENDMENT TO THE PMI LOGGER ANALYSIS TOOL SERVICE AGREEMENT  
Attachment 4 -Consolidated version SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL

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

**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 DESCRITPION HOSTING SERVICES AND MAINTENANCE SERVICES.**

**IV. Scope**

INDRA shall assure the hosting and corrective maintenance of the PMI Logger Analysis Tool including the extensions necessary for the execution of the Remit Reporting Services.

**V. 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:

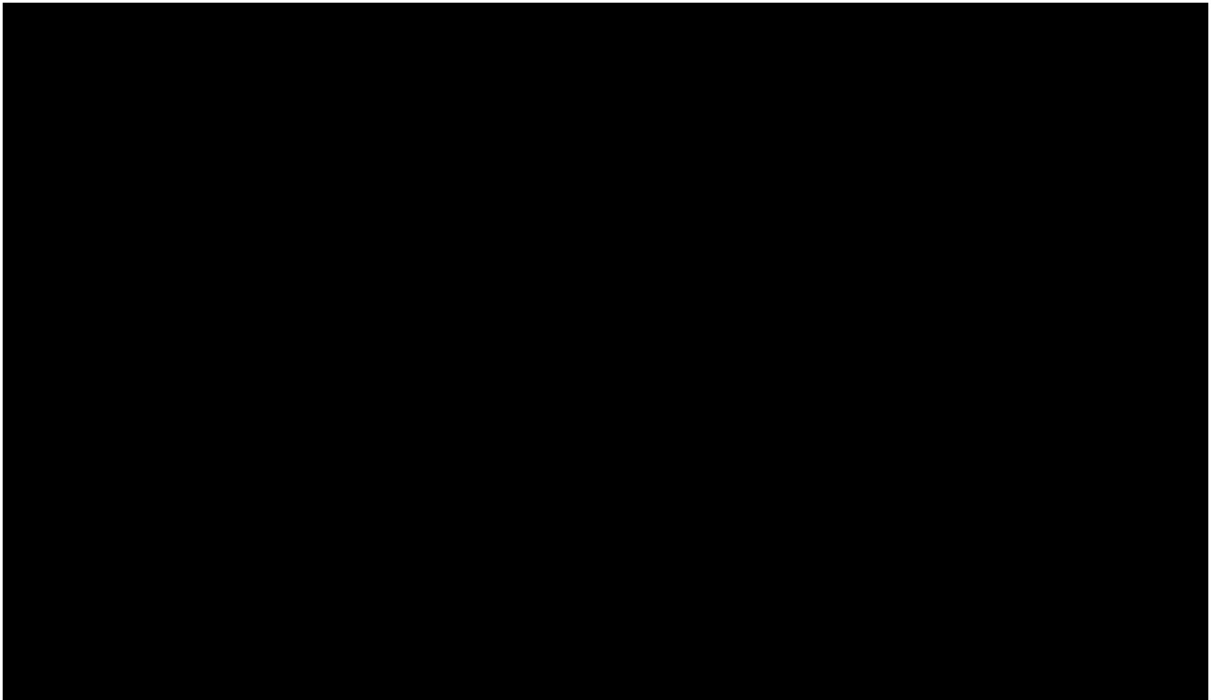
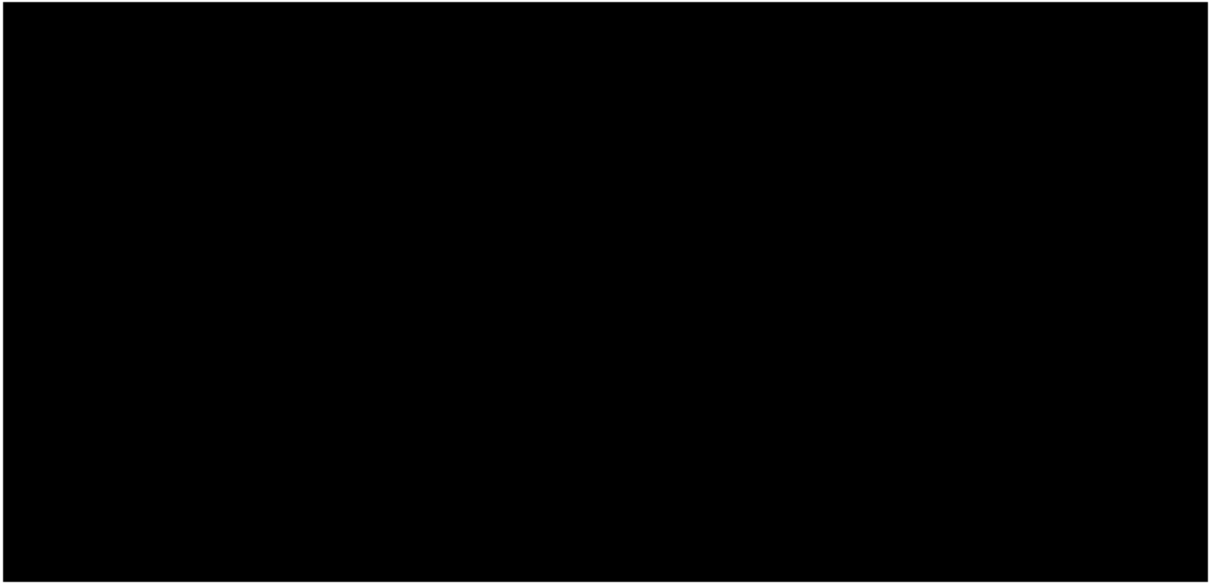
- Correction of defects.
- Deployment of new versions.
- Support of new versions.

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.

**VI. Hosting**

**Indra shall provide the following Hosting Services:**

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

**SECTION 2.- SERVICE LEVELS – SERVICE CREDITS**

[REDACTED]

**SECTION 3.- REMUNERATION**

**3.1 Remuneration**

- **Hosting Services**

[REDACTED]

- **Maintenance Services**

[REDACTED]

It is understood that the remuneration described above may be amended by change requests consistently with Article 5.11.3 (main body).

**3.2 Previous Remunerations**

**3.2.1 Remuneration until July 2022**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**3.2.2 Remuneration as of August 2022**

[REDACTED]

[REDACTED]

**3.2.3 Remuneration for the year 2023**

[REDACTED]

**3.2.4 Remuneration from January 2024 till the 16<sup>th</sup> of May 2024**

[REDACTED]

**SECTION 4.- INVOICING AND PAYMENT**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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#### ANNEX 4

#### Accession Declaration Form

[COMPANY NAME], a company organised and existing under the laws of [COUNTRY], and registered with [REGISTER DETAILS] under the number [COMPANY NUMBER] and VAT n° [VAT NUMBER],

hereby

- 1) declares that it has acceded to the ANIDOA and now hereby becomes a Party to the Services Agreement PMI Logger Analysis Tool (the “**Agreement**”), and accepts all rights and assumes all obligations of a Party under the Agreement starting as of [date];
- 2) declares that it is fully aware of, acknowledges and accepts the terms and conditions of the Agreement; and
- 3) declares that it shall pay in accordance with the terms of Article 6 of the Agreement its share in the remuneration to be paid to INDRA for the Services provided by INDRA as of the date mentioned under point 1) above.

For the avoidance of doubt, all capitalized terms in this accession declaration shall have the meaning set forth in the Annex 1 (Definition List) to the Agreement, except if otherwise expressly indicated and Articles 15.11 and 15.12 of the Agreement apply to this declaration.

[Date and Place]

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[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

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**ANNEX 5**

**Contact and invoicing details**

This Annex 5 (Contact and invoicing details) to the Agreement provides an overview of the Parties' contact details for general notifications and invoicing. This Annex 5 (Contact and invoicing details) to the Agreement may be amended from time to time by way of written notification by the concerned Party to all Parties.

For the purpose of this Annex 5 (Contact and invoicing details), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition List).

**I. Contact person for notifications in general**

Party	Name contact person	Contact address	Telephone	Email
BSP	██████ ██████	████████████████████ ██████	██████ ██████████	██████████████████ ██████████████
CROPEX	██████ ██████	████████████████████ ██████████████	██████████ ██████	██████████████████  ██████████████████ ██████
EPEX	██████ ██████	██████████ ██████████████████ ██████████ ██████	██████████ ██████	██████████████████ ██████████████████
INDRA	██████████ ██████ ██████████	██████████████ ██████████████████ ██████████ ██████████	██████████ ██████	██████████████████
EMCO (European Market Coupling Operator AS)	██████ ██████████	██████████ ██████████ ██████		██████████████████ ██████

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Party	Name contact person	Contact address	Telephone	Email
ETPA	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
GME	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
HENEX	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
HUPX Ltd	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
IBEX	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
OKTE	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
OMIE	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
OPCOM	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
OTE	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
TGE	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

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Party	Name contact person	Contact address	Telephone	Email
BRM	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

II. Contact details for invoicing and payment

Party	Name contact person	Invoice address	Telephone	VAT-ID	Email
BSP	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
CROPEX		[REDACTED] [REDACTED]		[REDACTED] [REDACTED]	[REDACTED]
EPEX	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]		[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
EMCO (European Market Coupling Operator AS)		[REDACTED] [REDACTED] [REDACTED]		[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
ETPA	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]
GME	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]		[REDACTED]	[REDACTED] [REDACTED]
HENEX	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Party	Name contact person	Invoice address	Telephone	VAT-ID	Email
HUPX Ltd	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]		[REDACTED]	[REDACTED] [REDACTED]
IBEX	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]		[REDACTED]	
OKTE	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
OMIE	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]		[REDACTED]	[REDACTED] [REDACTED]
OPCOM	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	
OTE		[REDACTED] [REDACTED] [REDACTED]		[REDACTED]	
TGE		[REDACTED] [REDACTED] [REDACTED]		[REDACTED]	[REDACTED]
BRM	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]

**SERVICES AGREEMENT PMI LOGGER ANALYSIS TOOL**

**ANNEX 6**

**Tariffs applicable to Change Requests**

For the purpose of this Annex 6 (Tariffs), all capitalized terms not expressly defined herein shall have the meaning attributed to them in Annex 1 (Definition List).

**SECTION 1.- TARIFFS**

For the purposes of Article 5.11.3.3 of the Agreement, the table below sets forth the hourly rates of INDRA's personnel applying in case of a change requests (including the development of a new functionality) provided on the basis of hourly rates. For the avoidance of any doubt, the tariffs provided in the below table will be applicable for future Change Requests.

Real effort and costs of changes to the Services (including the development of a new functionality) shall be subject to review after three (3) and six (6) months.


[Redacted text block]

[Redacted text line]

[Redacted text line]

[Redacted text line]

[Redacted text line]

**SECTION 2 PREVIOUS TARIFFS**

[Redacted text block]

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<b>PRICE UP TO January 1, 2024</b>	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

## **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 processing of personal data to the extent that the processing of personal takes place on the basis

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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](mailto:daneosobowe@tge.pl).