**AGREEMENT FOR THE USE OF THE LIVE ENVIRONMENT OF THE DATA EXCHANGE PLATFORM**

**No** Contract no – issued by Elering

In Tallinn, year Year

**Elering AS** (hereinafter System Operator), registry code 11022625, seat Kadaka tee 42, 12915 Tallinn, represented pursuant to the power of attorney by the Head of System Services Unit Marie Kalmet

and

Company name(hereinafter User), registry code Registry code, seat Company address, represented by Signer name and role,

hereinafter together also referred to as “Parties” and separately as “Party”,

have agreed in the use of the Data Exchange Platform on the following terms and conditions:

**I Use of the Data Exchange Platform**

* 1. The System Operator enables the User to use the Data Exchange Platform to exchange meter data and forward, store, change, and supplement information related to grid and supply agreements, as well as to perform other activities related to the electricity market. The User shall be ensured the possibility to use the Data Exchange Platform to the extent provided in the instructions for using and joining the Data Hub, Grid Code and/or the Electricity Market Act.
	2. The rights of obtaining data through the Data Exchange Platform are based on the data included in the agreements entered into the Data Exchange Platform, as well as on the structure of balance responsibility valid under the Electricity Market Act. If the User requests meter data in a situation where the User does not have a right to the meter data via the information in the Data Exchange Platform, but has the corresponding consent granted to them by the consumer in a format which can be reproduced in writing pursuant to the provisions of the Personal Data Protection Act, the User is granted access to the meter data. Upon the request of the System Operator, the User shall immediately present the corresponding consent to them. The consent submitted by the User shall, among other things, indicate the name of the consumer, data for the processing of which the consent was granted, the objective of processing the data, and persons to whom data may be forwarded, as well as terms and conditions for forwarding the data to third persons, and the rights of the consumer with regard to the future processing of their personal data.
	3. Only the responsible person (hereinafter Manager) determined by the User and the employees authorised by the User are entitled to use the Data Exchange Platform to the extent and for the objectives provided in this Agreement. The details of the Manager authorised by the User have been provided in Annex 1 to this Agreement. The User shall immediately notify the System Operator of any changes to the information related to the Manager (adding a new manager, terminating the rights of a manager, etc.) by sending a written and digitally signed application to the e-mail address provided in clause 4.1.
	4. The System Operator shall create a personal user account for the Manager. The Manager shall create accounts in the Data Exchange Platform for persons authorised by the User.
	5. The User is obligated to ensure that the User itself and the Manager / authorised employees determined by them adhere to this Agreement and the instructions for using and joining the Data Exchange Platform published by the System Operator on their website. These instructions shall form an integral part of this Agreement.
	6. The System Operator reserves the right to amend the instructions for using and joining the Data Exchange Platform provided in clause 1.5. The System Operator shall notify the User of any amendments via e-mail or the Data Exchange Platform based on the provisions of clause 2.1.8.
	7. The use of the Data Exchange Platform is only carried out pursuant to the instructions for using and joining described in clause 1.5 and additional instructions issued by the System Operator in writing.
	8. The System Operator shall follow this Agreement upon granting rights of use to the Manager and/or employees authorised by the User or depriving them of such rights. The authorised Manager and/or employees are deprived of the right of use immediately upon leaving work, as soon as the User has forwarded this information to the System Operator. The User shall present the information in a format provided in clause 1.3, by indicating the employee’s first and last name and personal identification code.
	9. The System Operator reserves the right to unilaterally terminate the User’s right of use if it has been determined that the User has violated the requirements and instructions provided in clauses 1.2, 1.5, 1.7 and 2.2.1–2.2.7 of this Agreement.

**II Obligations of the Parties to perform the Agreement**

* 1. The System Administrator shall:
		1. Ensure the safety of the data transferred via electronic means;
		2. Ensure the processing of data entered into the Data Exchange Platform to the full extent pursuant to the requirements provided by law and legal acts;
		3. Process the data entered into the Data Exchange Platform only as required to achieve the objectives of the Data Exchange Platform;
		4. Arrange for the maintenance and development required for the smooth operation of the Data Exchange Platform;
		5. Notify the User via e-mail or the Data Exchange Platform about scheduled maintenance works and outages of the Data Exchange Platform at least 3 (three) working days in advance;
		6. Notify the User of possible maintenance and development works of the Data Exchange Platform which affect the use of the Data Exchange Platform via e-mail or the Data Exchange Platform at least 5 (five) working days prior to the performance of such works;
		7. If possible, consider the proposals of the User upon the development of the Data Exchange Platform;
		8. Inform the User of implementing a new version / new versions of the Data Exchange Platform via e-mail at least 3 (three) months prior to the implementation of the updated version in the Data Exchange Platform environment, therein granting the User the right of use of data exchange with the previous version for at least 6 (six) months as of being notified of the updated version;
		9. Inform the User of failures in the functioning of the Data Exchange Platform.
	2. The User shall:
		1. Accept the security requirements of the Data Exchange Platform;
		2. Adhere to the requirements provided by law and legal acts when processing the data;
		3. Use the data processed under the Agreement only for the objectives provided in the Agreement;
		4. Perform all orders given by the System Operator which are necessary for the performance of the Agreement;
		5. Adhere to the requirements provided in the instructions for using and joining the Data Exchange Platform when using the Data Exchange Platform;
		6. Adopt any organisational, physical and information technology related security measures to protect the data:
			1. From accidental or intentional unauthorised change;
			2. From accidental destruction, intentional destruction, and prevention of access of authorised persons to the data;
			3. From unauthorised processing.
		7. Provide the validity data of grid and supply agreements and meter data to the Data Exchange Platform;
		8. Upon the use of the Data Exchange Platform, take into account the requirements of the instructions for using and joining the Data Exchange Platform that have been published by the System Operator on their website;
		9. Maintain as secret without a term and not forward to third persons data which has been made known to them while performing contractual obligations or accidentally; except for cases defined by law;
		10. Compensate the System Operator for the losses incurred by them due to improper adherence to data processing requirements and/or contractual obligations, including losses related to providing false information and corrections in the Data Exchange Platform.
		11. Consider the regulations related to electricity market data exchange, which have been provided in Electricity Market Act and Grid Code.

**III Termination and amendment of the Agreement**

* 1. The Parties are entitled to terminate the Agreement unilaterally by giving one month of advance notice.
	2. All amendments to the Agreement shall be made in writing and signed by the signatories of the Parties as an annex to this Agreement.
	3. The Agreement shall enter into force on the date of signing by the Parties and has been entered into without a term.

**IV Contact details of the Parties and forwarding of notifications**

4.1 Declarations of intention and other necessary notifications related to this Agreement as well as questions and issues related to the Data Exchange Platform shall be forwarded by the User by using the following contact details of the System Operator:

E-mail: info@elering.ee

Phone: +372 715 1222

4.2 The contact e-mail of the System Operator in technical issues related to the Data Exchange Platform is help.andmeladu@elering.ee

4.3 To perform this Agreement, the User is obligated to determine the User’s Manager (person provided in clause 1 of Annex 1 to the Agreement) in the Data Exchange Platform to whom the System Operator can forward notifications in matters related to performing the Agreement via the Data Exchange Platform (including in matters related to maintenance work of the Data Exchange Platform). Among other things, the contact details of the above-mentioned Manager are as follows:

Name: First and last name

E-mail: Manager’s e-mail address

Phone: Manager’s phone number

**V Other provisions**

5.1 The System Operator and the User confirm by signing this Agreement that they have sufficiently examined the documents which form a part of this Agreement and have a full and sufficient overview of the object of the Agreement and the circumstances related to it, and are capable of performing their contractual obligations.

5.2 The provisions of this Agreement and, if the relevant provisions are lacking in this Agreement, the provisions of the legal acts of Estonia shall be applied to signing, supplementing and terminating this Agreement, interpreting this Agreement, and settling disputes which arise from this Agreement. If the Parties cannot settle a dispute arising from this Agreement by way of negotiations, each Party has the right to turn to Harju County Court to settle the dispute.

5.3 The Agreement has been prepared in English on 4 (four) pages, to which Annex 1 has been added.

**VI Requisite information of the parties**

System Operator User

/digitally signed/ /digitally signed/

Marie Kalmet First and last name

Head of System Services Unit Role name

**Annex 1**

**List of employees authorised by the User**

1. To use the Data Exchange Platform, the User shall notify the System Operator in a digitally signed format of their responsible user, i.e. Manager, along with the following information:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Role | Personal identification code | First name | Last name | E-mail address |
| Manager | Personal code | First name | Last name | E-mail address |

1. The User shall immediately notify the System Operator of any changes with regard to the User’s Manager (adding of a new Manager, leaving of the current Manager, etc.), which occur after the signing of this Agreement, by providing the relevant information in a digitally signed format.
2. The System Operator shall create a personal user account for the User’s Manager.
3. The Manager shall create user accounts for the employees authorised by the User. If changes occur regarding the employees authorised by the User after the signing of this Agreement (adding of a new employee, leaving of a current employee, etc.), the Manager of the User shall immediately implement any changes related to access after the changes regarding the persons authorised by the User have occurred.
4. If the User wants the System Operator to manage the rights of the employees authorised by the User when using the Data Exchange Platform, the User shall send a list of authorised employees in a digitally signed format to the System Operator, including the following information:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Role | Personal identification code | First name | Last name | E-mail address |
| Authorised employee |  |  |  |  |

System Operator User

/digitally signed/ /digitally signed/

Marie Kalmet First and last name

Head of System Services Unit Role name