Terms of Use – Use of Fingrid ECP/EDX-endpoint

Whereas

European Network of Transmission System Operators for Electricity (ENTSO-E) has developed ECP/EDX, which is a secure communication platform between parties in the energy sector. Fingrid Oyj (Fingrid) manages and controls the ECP/EDX-network in Finland and on the Åland Islands, in accordance with ENTSO-E's Software Terms of Use ("ENTSO-E Terms of Use"):

https://eur04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.entsoe.eu%2Fdata%2Fecp%2F&data=02%7C01%7Csynnove.salthe%40Fingrid.no%7C754c249feeac4123667b08d79a8e8c97%7Ca8d61462f25244b2bf6ad7231960c041%7C0%7C0%7C637147809348629369&sdata=Fhr1D6h9s%2FHMrwBvei9jXXF2sZi0cvCHOma1aAIzack%3D&reserved=0

By signing this agreement ("Terms of Use") and installing an ECP/EDX-endpoint in a Fingrid-controlled ECP/EDX-network, your organisation ("Counterparty") commit to the following:

Obligations

- Read, accept and act in accordance with the ENTSO-E Terms of Use.
- Comply with the Data Protection Act (1050/2018) Act and GDPR.
- Maintain contact information in the ECP Component Directory. The contact information must include a phone number and an email address which is monitored. Fingrid will use this information to notify about errors, upgrades and other relevant information. More information on how Fingrid treat personal data can be found on the website: Privacy statement - Fingrid
- Upgrade the ECP/EDX-software within 6 weeks after notification by Fingrid. Fingrid will provide documentation and binaries.
- Upgrade Java and security patches on the OS on the host running ECP/EDX at minimum every six months.
- Read the documentation provided by Fingrid.
- For each ECP/EDX-endpoint installed, the Counterparty shall provide Fingrid with a high-level description of what kind of data exchange the endpoint is intended to be used for.
- The endpoint holders must have their own ECP/EDX-endpoint for each balance service provider. If the endpoint holder already has more operators behind the same ECP-endpoint before this Term of Use -document is signed, all of them must be registered with their own endpoints within 6 months.
- Implement a monitoring of the ECP-endpoint (Fingrid will provide details), to ensure that ECP-endpoint is running at all times.
- Counterparties need a written approval from Fingrid for communication on the ECP/EDX-network with third parties.

Terms and termination

- Fingrid does not warrant that the ECP/EDX-endpoint will run uninterrupted or be free from errors. No warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to condition, quality, performance, merchantability or fitness for purposes is given or assumed by Fingrid.
- Fingrid shall not be liable to Counterparty, under any circumstances, whether in tort, contract, or otherwise, including (gross) negligence, for any damage including without limitation direct, special, incidental, indirect, consequential, or any other loss or damage whatsoever (including damages for loss, of use, information, goodwill, profit, work stoppage, data, business, or revenue) incurred by Counterparty.
- The ECP/EDX-network is an asynchronous service and Fingrid cannot guarantee message delivery. This is remedied by using acknowledgements and redeliveries from the Business Application.
- These Terms of Use apply from the date of signature until termination by one of the parties. Fingrid may terminate these Terms of Use at its discretion.

- Fingrid may temporarily block Counterparty's access to the network. This will only happen if Fingrid suspects that Counterparty's ECP/EDX-endpoint has been compromised or if it causes excessive traffic or if obligations are not met.

Applicable law and jurisdiction

These Terms of Use shall be governed by the laws of Finland. The Helsinki District court shall have exclusive jurisdiction to settle any disputes arising out of or in connection with these Terms of Use.

Signature

I hereby declare that I am authorised to represent Counterparty and that Counterparty accepts to be bound by these Terms of Use.

Date/Place   _____

Organisation in capital letters   _____

Signature   _____

Name in capital letters   _____