

Terms of Use – Use of Statnett 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. Statnett SF (Statnett) manages and controls the ECP/EDX-network in Norway, 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%40statnett.no%7C754c249feeac4123667b08d79a8e8c97%7Ca8d61462f25244b2bf6ad7231960c041%7C0%7C0%7C637147809348629369&data=Fhr1D6h9s%2FHMrwBvei9jXXF2sZi0cvCH0ma1aAlzack%3D&reserved=0>

By signing this agreement ("Terms of Use") and installing an ECP/EDX-endpoint in a Statnett-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 Norwegian Privacy 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. Statnett will use this information to notify about errors, upgrades and other relevant information.
- Upgrade the ECP/EDX-software within 4 weeks after notification by Statnett. Statnett 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 Statnett.
- Implement a monitoring of the ECP-endpoint (Statnett will provide details), to ensure that ECP-endpoint is running at all times.
- Counterparty need a written approval from Statnett for communication on the ECP/EDX-network with third parties.

Terms and termination

- Statnett 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 Statnett.
- To the fullest extent permitted by applicable law, Statnett 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 Statnett cannot guarantee message delivery. This is remedied by using acknowledgements and redeliveries from the Business Application.
- The Terms of Use apply from the date of signature until termination by one of the parties. Statnett may terminate the Terms of Use at its discretion.
- Statnett may temporarily block Counterparty's access to the network. This will only happen if Statnett 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

The Terms of Use shall be governed by the laws of Norway. The courts of Oslo shall have exclusive jurisdiction to settle any disputes arising out of or in connection with the 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.

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Date/Place

.....
Signature

.....
Name in capital letters

.....
Organisation in capital letters