

AGREEMENT

BETWEEN FINGRID DATAHUB

AND

[PARTY2]

ON

**TESTING ASSOCIATED WITH THE GO-LIVE OF A CENTRALISED
INFORMATION EXCHANGE SYSTEM FOR ELECTRICITY TRADE**

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AGREEMENT ON TESTING ASSOCIATED WITH THE GO-LIVE OF A CENTRALISED INFORMATION EXCHANGE SYSTEM FOR ELECTRICITY TRADE

PARTIES TO THE AGREEMENT

- (1) Fingrid Datahub Oy, a Finnish limited liability company with Business ID 2745543-5 (“**Datahub**”)
- (2) [Party], [A Finnish limited liability company], Business ID [Business ID], who uses the following GLN IDs: [GLN ID], [GLN ID] (“**Customer**”)

OR, in the case of a foreign company:

[Party], [foreign company], VAT ID [VAT ID], who uses the following GLN IDs: [GLN ID], [GLN ID] (“**Customer**”)

hereinafter referred to as “**Parties**” and individually as “**Party**”.

BACKGROUND AND PURPOSE OF THE AGREEMENT

- (A) Pursuant to section 49(a) of the Electricity Market Act (588/2013, “**EMA**”), the transmission system operator Fingrid Oy is responsible for organising the centralised exchange and management of information required by the market processes of electricity trade. The services of the centralised exchange of information for electricity trade are defined in section 49(a) of the EMA. The centralised information exchange services for electricity trade are produced by Fingrid Datahub Oy, a wholly owned subsidiary of Fingrid Oy. Information exchange services are provided to Electricity Market Parties who are obligated under Section 75(a) of the EMA to use the centralised information exchange services for electricity trade. In addition, information exchange services are provided to such Electricity Market Parties, other network operators and third parties who are entitled to retrieve data from the Datahub System on the basis of authorisation and/or who provide services to the Electricity Market Parties or other network operators. In addition, the Datahub System is used for the information exchange between other network operators and the imbalance settlement unit, based on the EMA and the Government decree on the settlement and measurement of electricity delivery and the Decree of the Ministry of Economic Affairs and Employment on the exchange of information related to the settlement of electricity delivery.
- (B) Prior to the Go-Live of the Datahub System, it is necessary to perform a Verification on the Data Migration of the data required by the market processes, a Trial Production Run of the Datahub system and a Go-Live dress rehearsal (collectively “**Testing Associated with Go-Live**” as defined below). In the Verification of Data Migration (data migration stage 4 in the Data Migration Plan), data required by the market processes are uploaded from the Electricity Market Parties’ source systems to the publishing area of the data migration service, from which they will be uploaded into the Datahub System for the first time. The purpose of the Verification of Data Migration is to ensure that data migrates correctly from the source systems to the Datahub System. In the Trial Production Run, the Datahub System is tested by performing Production Transactions with Production Data that contains, among other things, personal data of end users referred to in the EMA. The purpose of the Trial Production Run is to verify the correct operation of the system and the integrity of the data. The Go-Live Dress Rehearsal is an industry-wide exercise on the Go-Live of the Datahub System, with the purpose of verifying on a detailed level the actions needed for the Go-Live. Datahub has assessed Testing Associated with Go-Live from the perspective of the Applicable Data Protection Legislation and has concluded that the processing meets the requirements set out in Applicable Data Protection Legislation.

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- (C) By this Agreement, Datahub and the Customer agree on their rights and obligations concerning the Testing Associated with Go-Live. The purpose of this Agreement is to cover all Phases Before Go-Live that belong to the Testing Associated with Go-Live.

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DEFINITIONS

‘Datahub System’	refers to the information system used by Datahub to provide centralised information exchange services for electricity trade defined in Section 49(a) of the EMA.
‘Datahub System User’	refers to Electricity Market Parties that use the Datahub System, other network operators and third parties, with the exception of end-users referred to in the EMA.
‘Verification of Data Migration’	refers to the phase preceding Datahub Go-Live in which data required by the market processes are uploaded from the Electricity Market Parties’ source systems to the publishing area of the data migration service, from which they will be uploaded into the Datahub System for the first time in accordance with the Data Migration Plan valid at the time.
‘Other Network Operator’	refers to a network operator, as defined in Section 3(1)(10) of the EMA, who operates a high voltage distribution network and carries out licensed electricity network activities on that network, as well as a network operator that controls an industrial or production network.
‘Go-Live Dress Rehearsal’	refers to a phase preceding the Go-Live of the Datahub System during which the detailed actions specified in the Go-Live Runbook valid at the time are verified.
‘Go-Live’	refers to the deployment of the centralised information exchange services for electricity trade at the time laid down in the Government Decree on the Deployment of Centralised Information Exchange Services in Electricity Trade (1073/2019, as amended).
‘Testing Associated with Go-Live’	refers to the Verification of Data Migration, Trial Production Run and Go-Live Dress Rehearsal.
‘Service’	refers to services of the centralised exchange of information for electricity trade defined in section 49(a) of the EMA.
‘Agreement’	refers to this service agreement on testing associated with the Go-Live of a centralised information exchange system for electricity trade.
‘Applicable Data Protection Legislation’	refers to the legislation on the processing of personal data and data protection applicable in Finland at the time of the processing of the data, including the General Data Protection Regulation and the Data Protection Act (1050/2018).
‘Electricity Market Party’	refers to a distribution system operator as defined in Section 3(1)(10) of the EMA, with the exception of a network operator

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	controlling a high voltage distribution system and/or a retailer as defined in Article 3(1)(12) of the EMA.
‘General Data Protection Regulation’	refers to Regulation (EU) 2016/679 of the European Parliament and of the Council 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.
‘Production data’	refers to the actual record or set of records generated by a Production Transaction.
‘Trial Production Run’	refers to a phase preceding the Go-Live of the Datahub System in which the Parties test the overall functionality of the Datahub system with Production Data as specified in the instructions for Trial Production Run valid at the time.
‘Production Transaction’	refers to a real transaction taking place the electricity retail market, including a business transaction, such as an end-user move or supplier switch and a metering result.

1 CONTENT OF TESTING ASSOCIATED WITH GO-LIVE

- 1.1 The purpose of Testing Associated with Go-Live is to verify the correct operation, data security and efficiency of the Data Migration, Datahub System and Service before Go-Live, and to identify any errors and development needs. The Parties acknowledge that Testing Associated with Go-Live is about verifying the correct operation of the Data Migration, Datahub System and Service prior to Go-Live, and their operation cannot be guaranteed while the testing is in progress.

2 SUPERVISION AND CONTROL

- 2.1 Testing Associated with Go-Live is carried out under Datahub’s supervision and control. Datahub may provide the Customer with more detailed instructions and regulations for Testing Associated with Go-Live, for example on the use of the Datahub System as well as requirements concerning the Customer’s information systems and information security. The Customer undertakes to follow the instructions and regulations given by Datahub at any given time.
- 2.2 The results of the Testing Associated with Go-Live shall be reported as specified in the written instructions issued separately by Datahub.

3 PRECONDITIONS FOR PARTICIPATION IN THE TRIAL PRODUCTION RUN AND THE GO-LIVE DRESS REHEARSAL

- 3.1 The right to participate in the Trial Production Run of the Datahub System and Go-Live Dress Rehearsal requires that:
- (i) The customer has a GLN ID that is compliant with the GS1 standard and that the Customer has registered with eSett Oy for national imbalance settlement;
 - (ii) The Customer is capable of submitting data to the Data Migration Service in accordance with the Data Migration Plan and Migration File Instructions;

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- (iii) The customer's information systems are compliant with the requirements and pass the requirements of the certification service maintained by Datahub; and
- (iv) The level of information security of the customer's information systems and processes meets the requirements specified in section 8.

3.2 As part of the Trial Production Run of the Datahub System, the Customer has the right to use the Datahub System in accordance with the instructions given by Datahub at any given time.

4 FEES

4.1 The Parties do not have the right to charge a fee for the Testing Associated with the Go-Live of the Datahub System. Each Party shall bear the costs of the Testing Associated with the Go-Live.

5 PRINCIPLES CONCERNING THE PROCESSING OF PERSONAL DATA

5.1 The parties acknowledge that the right to process personal data in the Testing Associated with the Go-Live requires that a basis exists for the processing in accordance with the applicable data protection legislation. In Testing Associated with the Go-Live, the Parties therefore have the right to carry out actual Production Transactions and process Production Data only to the extent necessary to achieve the purpose of the Agreement.

5.2 If a Party finds, after the start of the Trial Production Run, that what the Party has been provided with is incorrect or unnecessary for carrying out production events, the Party shall be obligated to delete the unnecessary data without delay and to take the necessary measures to rectify the incorrect data.

5.3 A Party shall without delay delete all data received during Testing Associated with Go-Live after the processing of the data is no longer necessary for the purposes of Testing Associated with Go-Live, and in any event immediately when Datahub orders the data to be destroyed.

6 CONFIDENTIALITY

6.1 The Parties acknowledge that they may be bound by the confidentiality obligations laid down in the EMA and other applicable legislation or agreements.

7 DATA PROTECTION

7.1 The obligations applicable to processing of personal data arising out of this Agreement and Applicable Data Protection Legislation shall only apply to those parties that process personal data in the Testing Associated with Go-Live.

7.2 When processing personal data in Testing Associated with Go-Live, the Parties act as controllers referred to in Article 4(7) of the General Data Protection Regulation. Datahub's status as a controller pursuant to the General Data Protection Regulation is laid down in section 3(27a) of the EMA.

7.3 The Parties undertake to comply with the EMA and the applicable data protection legislation in their activities under the Agreement.

7.4 The Parties undertake to ensure that access to personal data is only granted to persons acting on behalf of the Party who need access to personal data in order to fulfil the obligations under this Agreement or the statutory obligations of the Parties, and that the persons entitled to process personal data have undertaken in writing to comply with a professional secrecy obligation or are subject to applicable statutory secrecy obligation.

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8 INFORMATION SECURITY AND DISRUPTIONS TO INFORMATION SYSTEMS

8.1 Information security requirements

- 8.1.1 The Customer undertakes to take data security into account when using Datahub's services. This applies to both technical information security requirements for hardware and non-technical measures related to materials, data processing and people's conduct. Datahub is responsible for making the Datahub System sufficiently secure.
- 8.1.2 To implement data security, the Customer undertakes to follow the instructions provided by Datahub at any given time and the necessary technical, physical and organisational measures.
- 8.1.3 If viruses or equivalent malware reach Datahub information systems and software due to insufficient protection of the Customer's devices, the Customer is liable for any direct losses the viruses or malware cause to the Datahub information systems.
- 8.1.4 The Customer may not implement automated solutions that use the Datahub System user interface.
- 8.1.5 The Customer is responsible for managing access rights and the associated user privileges to Datahub System in its own organisation, personnel and systems, including those of the Customer's service providers.
- 8.1.6 Customer's devices that access the Datahub System must have high-quality information security. The Customer must ensure that these devices are entitled to updates to software and operating systems, protected by appropriate information security products (including antivirus software and firewall), and have reliable user management. With regard to access rights, the principle of minimum access must be respected, according to which access to an information system must be limited to the narrowest possible privileges for the user or process to perform the task assigned to it.

8.2 Disruptions to information systems

- 8.2.1 The Party undertakes to notify the other Party of any information security breaches that affect and threaten the Datahub System and have, or may have, an impact on the information security of the Datahub System. The notification shall take place without delay and at the latest within 24 hours of the breach or threat thereof being brought to the Party's attention.
- 8.2.2 The Parties undertake to co-operate in investigating the information security breach or threat thereof, and to take all reasonable steps to limit the damage caused by the information security breach.
- 8.2.3 The Customer undertakes to notify Datahub of significant disruptions to the Customer's information systems and other events that may prevent or materially interfere with the operating of the Datahub System. The notification shall take place without delay and at the latest within 24 hours of the Customer become aware of them.

8.3 Confidentiality

- 8.3.1 In order to ensure the security of the Datahub System, the Customer undertakes to keep the non-public technical specifications of the Datahub System confidential that have come to the Customer's attention, as well as information about disruptions and vulnerabilities in the Datahub system, and not to disclose them to third parties.
- 8.3.2 Notwithstanding the above, the Customer has the right to disclose the above information
- (i) with the prior explicit consent of Datahub;

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- (ii) to their advisers, provided that they are bound by contractual obligation of professional secrecy of unlimited time;
- (iii) to the extent necessary to counter the security threat; or
- (iv) to the extent that the Customer is obligated to do so on the basis of a law, decree, authority regulation or court decision.

8.3.3 The obligations under this section 8.3 shall survive the expiry of the Agreement.

9 LIMITATIONS OF LIABILITY AND DAMAGES

- 9.1 The Party shall be liable to the other Party for any damage caused by a failure to comply with the contractual obligations. However, the Party shall not be liable for any indirect or consequential damage. If the injured Party does not take reasonable measures to limit the amount of damage without undue delay, the amount of compensation may be reduced.
- 9.2 The Party's liability for direct damage incurred to the other Party under this Agreement shall not exceed EUR 50,000.
- 9.3 The limitations of liability referred to here in section 9 shall not apply if the damage was caused intentionally or through gross negligence.
- 9.4 The Party is responsible for the operations of its service providers and other subcontractors as if they were the Party's own.

10 FORCE MAJEURE

- 10.1 The Parties shall not be liable for their contractual obligations or liabilities to the extent that compliance with the agreement is prevented or delayed by force majeure.
- 10.2 Force majeure is an event which the Party could not have prevented with reasonable care and which makes the Party's performance under the Agreement impossible or essentially complicates it, or makes it financially or otherwise unreasonable. Force majeure includes but is not limited to war, national state of emergency, international sanctions, internal unrest, vandalism, sabotage, explosion, fire, exceptional flooding, water damage, thunderstorm, severe storm, or other exceptional weather conditions, natural disaster, serious epidemic, pandemic, power grid voltage surge, general interruption of traffic or telecommunications or energy supply, interruption of the delivery of energy or other essential raw materials, strike or work stoppage, lockout imposed by an employers' organisation, action by the authorities, or other reason independent of the Parties which has an equally significant and unusual effect.
- 10.3 The Parties shall immediately notify the other Party of force majeure and the end of the force majeure.
- 10.4 During a force majeure, the Parties shall endeavour to fulfil the Agreement to the extent possible.

11 VALIDITY AND TERMINATION OF THE AGREEMENT

- 11.1 This Agreement enters into force when it has been signed by both Parties. The Agreement expires when Go-Live starts.
- 11.2 A Party has the right to terminate the Agreement with one week's notice by notifying the other Party in writing.

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12 CANCELLING THE AGREEMENT

12.1.1 Both Parties have the right to terminate the Agreement with immediate effect if the other Party has materially breached the Agreement. If the breach can be remedied, the Party may cancel the Agreement only if the breaching Party has not rectified the breach within 10 days of the non-breaching Party's written notice of the breach of agreement.

13 APPLICABLE LAW AND DISPUTES

13.1 The contract is governed by the laws of Finland without regard to the conflict of laws rules and principles of private international law.

13.2 Any disputes arising out of this Agreement which cannot be solved through mutual negotiations are to be settled by Helsinki District Court, unless the Parties agree on another procedure in writing.

14 NOTIFICATIONS

14.1 Notifications to Fingrid Datahub Oy: Fingrid Datahub Oy, PO Box 530, 00101 Helsinki, FINLAND; email: datahub@fingrid.fi;

For notifications concerning information security and data protection, also include dpo@fingrid.fi.

[Party] notifications to be submitted: [Party], [Address]; email: [email@email.com] ; addressed to [recipient];

and, in addition, email: [email@email.com] ; addressed to [recipient].

15 COPIES OF THE AGREEMENT

15.1 This Agreement has been drawn up in two (2) identical copies, one for each Party.

[In Helsinki], on the [x] of [month], [year]

FINGRID DATAHUB OY

[•]

Name: [Name]

Name: [Name]

Position: [Position]

Position: [Position]

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