

SERVICE AGREEMENT

BETWEEN FINGRID DATAHUB OY

AND

DELEGATED PARTY

ON

**CENTRALISED INFORMATION EXCHANGE FOR THE
ELECTRICITY TRADE**

Table of Contents

PARTIES TO THE AGREEMENT	5
BACKGROUND AND PURPOSE OF THE AGREEMENT	5
1 CONTENT OF CENTRALISED INFORMATION EXCHANGE SERVICES FOR THE ELECTRICITY TRADE	6
2 LEGISLATION AND INSTRUCTIONS	6
3 PRECONDITIONS FOR DEPLOYMENT AND USE	7
4 FEES AND INVOICING	7
4.1 Confirmation and review of the service fee	7
4.2 Invoicing of service fees	8
4.3 Failure to pay the service fees	8
5 SUBCONTRACTING	8
6 SERVICE LEVELS	8
7 DATA PROCESSING AND DISCLOSURE	8
8 CONFIDENTIALITY	9
9 DATA PROTECTION	9
10 INFORMATION SECURITY AND DISRUPTIONS TO INFORMATION SYSTEMS	9
10.1 Information security requirements	9
10.2 Reporting information security breaches	9
10.3 Reporting disruptions to information systems	10
10.4 Contact person	10
10.5 Communicating information security breaches and disruptions affecting information systems	10
10.6 Confidentiality	10
11 OUTAGES	11
12 LIABILITY FOR INFORMATION PROVIDED	11
13 LIMITATIONS OF LIABILITY AND DAMAGES	11
14 FORCE MAJEURE	12

Fingrid Datahub Oy

Street address	Postal address	Telephone	Fax	Business ID 2745543-5, VAT reg. firstname.lastname@fingrid.fi www.fingrid.fi
Läkkisepäntie 21 00620 Helsinki	P.O. Box 530 00101 Helsinki, Finland	+358 (0)30 3955000	+358 (0)30 3955196	

15 VALIDITY OF AGREEMENT	12
16 AMENDING THE AGREEMENT	12
17 ASSIGNMENT OF THE AGREEMENT	12
18 END OF THE AGREEMENT	12
18.1 Termination of the Agreement	12
18.2 Cancellation of the Agreement	13
19 INTERPRETATION OF THE AGREEMENT	13
19.1 Partial nullity or invalidity of the Agreement	13
19.2 Non-exercise of rights	13
19.3 Order of priority of Agreement documents	13
20 APPLICABLE LAW AND DISPUTES	13
21 OTHER NOTIFICATIONS	14
21.1 Notifications	14
22 COPIES OF THE AGREEMENT	14

Fingrid Datahub Oy

Street address

Läkkisepäntie 21
00620 Helsinki

Postal address

P.O. Box 530
00101 Helsinki, Finland

Telephone

+358 (0)30 3955000

Fax

+358 (0)30 3955196

Business ID 2745543-5, VAT
reg.
firstname.lastname@fingrid.fi
www.fingrid.fi

APPENDICES TO THE AGREEMENT

Appendix	Description
1	Service description
2	Pricing
3	Service levels
4	Test environments and associated requirements
5	Information security requirements for using the Datahub system
6	Requirements of the certification service
7	Party information

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00620 Helsinki

Postal address

P.O. Box 530
00101 Helsinki, Finland

Telephone

+358 (0)30 3955000

Fax

+358 (0)30 3955196

Business ID 2745543-5, VAT
reg.
firstname.lastname@fingrid.fi
www.fingrid.fi

SERVICE AGREEMENT ON CENTRALISED INFORMATION EXCHANGE SERVICES FOR THE ELECTRICITY TRADE

PARTIES TO THE AGREEMENT

- (1) Fingrid Datahub Oy, a Finnish limited liability company with Business ID 2745543-5 (“**Datahub**”)
- (2) Party, [Finnish limited liability company], Business ID, GLN ID (“**Delegated party**” or the “Customer” in the appendices to the agreement)

OR, in the case of a foreign company:

Party, [foreign company], VAT ID, GLN ID (“**Delegated party**” or the “Customer” in the appendices to the agreement)

hereinafter referred to jointly as the “**Parties**” and each individually as a “**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 Oyj 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 the electricity trade are defined in EMA section 49(a). Fingrid Oyj’s wholly-owned subsidiary, Fingrid Datahub Oy, provides centralised information exchange services for the electricity trade, acting as a centralised information exchange unit for the electricity trade, as referred to in the EMA. 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 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.
- (B) This Agreement specifies the content of Datahub’s centralised information exchange services for the electricity trade and the rights and obligations of the Parties in relation to the provision and use of services.

DEFINITIONS

‘ Datahub System ’	refers to the information system used by Datahub to provide centralised information exchange services for electricity trade, as defined in EMA section 49(a)
‘ 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
‘ Service ’	refers to services of the centralised exchange of information for electricity trade, as defined in section 49(a) of the EMA

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‘Main Agreement’	refers to this service agreement on centralised information exchange services for the electricity trade without its appendices
‘Agreement’	refers to this service agreement on centralised information exchange services for the electricity trade and its appendices
‘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 EMA section 3(1)(10), with the exception of a network operator controlling only a high-voltage distribution system. In addition, ‘Electricity Market Party’ refers to a retailer as defined in EMA section 3(1)(12)
‘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.

1 CONTENT OF CENTRALISED INFORMATION EXCHANGE SERVICES FOR THE ELECTRICITY TRADE

- 1.1 The Delegated party’s entitlement to use the Datahub System is based on the Delegated party receiving an assignment from an Electricity Market Party.
- 1.2 The purpose of the Datahub System is to administer information related to market processes for the electricity trade and distribute said information in accordance with the EMA. Electricity Market Parties, acting in the capacity of controllers, submit information related to market processes in the electricity trade to the Datahub System, and Datahub, which administers the Datahub System, acts as an independent controller with respect to the information submitted to it, and transfers the said data onwards in line with the EMA.
- 1.3 The rights and obligations of the Parties in relation to the use of the Datahub System are specified in detail in **Appendix 1** (Service Description). Datahub shall be entitled to update the service description as its operations and the content of the service evolve. The content of the Datahub System and the rights and obligations of the Parties may change as stipulated in the Agreement.

2 LEGISLATION AND INSTRUCTIONS

- 2.1 Datahub’s obligation to provide the Service is based on the EMA. The provision of the Service shall be subject to the EMA and the decrees applying to the provision of the Service. When this agreement was signed, the applicable decrees were the Decree of the Ministry of Economic Affairs and Employment on the exchange of information related to electricity supply settlement, the Government Decree on electricity supply settlement and measurement, and the other applicable legislation and the regulations and instructions issued by the authorities. If the applicable legislation or authority

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regulations are amended, the revisions of the statutes and regulations in force shall be complied with as of the date when they take effect.

- 2.2 Datahub may provide the Delegated party with more detailed instructions concerning matters such as the use of the Datahub System, requirements for the Delegated party's information systems, and information security. The Delegated party undertakes to follow any instructions that Datahub issues. Datahub shall be entitled to modify the instructions it issues if the modification is necessary in order to provide the statutory Service or comply with the law, authority regulations, or other sectoral instructions and recommendations, by notifying the Delegated party in writing 60 days before the modification takes effect.
- 2.3 If an immediate modification is necessary in order to safeguard the operation of the Datahub System, counteract an information security threat or other impending disruption to the Datahub System, or comply with the law or authority regulations, Datahub shall be entitled to issue an immediate interim order that remains in effect until Datahub has made the requisite modifications to the applicable instructions or until it is no longer necessary to comply with the interim order.

3 PRECONDITIONS FOR DEPLOYMENT AND USE

- 3.1 The use and deployment of the Datahub System depend on the Delegated party meeting the requirements of section 3 (this section).
- 3.2 The following are preconditions for the use of the Datahub System:
- (i) The Delegated party must have a GLN ID that conforms to the GS1 standard;
 - (ii) The Delegated party's information systems must comply with the requirements and pass the requirements of the certification service maintained by Datahub, as specified in Appendix 6; and
 - (iii) The Delegated party's information systems and processes must meet an appropriate standard of information security and the requirements specified in Appendix 5.
- 3.3 Before deployment, the Delegated party must demonstrate that its systems and processes meet the requirements of Datahub's certification service, as specified in Appendix 6.
- 3.4 The Delegated party shall be entitled to use the Datahub System's testing environment, which is subject to the terms and conditions specified in Appendix 4.

4 FEES AND INVOICING

4.1 Confirmation and review of the service fee

- 4.1.1 In accordance with EMA section 49(b), Datahub shall be entitled to charge users of the Service a fee to recover the reasonable costs incurred in providing the Service and make a reasonable profit. Datahub shall charge the Delegated party service fees in accordance with Appendix 2 (Pricing). The fee components are described in detail in Appendix 2 (Pricing).
- 4.1.2 Datahub shall confirm the service fees referred to in Appendix 2 (Pricing) for the following calendar year by the end of November each year.
- 4.1.3 Datahub shall also be entitled to review the service fees midway through a calendar year to adjust for the cost impact of changes to legislation, authority regulations, taxation, or other circumstances beyond Datahub's control if such changes affect the Service and/or the Datahub System and the basis for determining the service fees.

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4.1.4 Datahub shall also be entitled to review the service fees midway through a calendar year, by notifying the Delegated party in writing 30 days before the change takes effect, in the event of material changes to the content of the Service and/or the Datahub System as a consequence of legislation or authority regulations or if the provision of the Service and/or the Datahub System causes Datahub to incur substantial additional costs that could not reasonably have been foreseen during the previous review of the service fees.

4.2 Invoicing of service fees

4.2.1 Datahub shall invoice the Delegated party monthly in arrears by the fifth working day of the following month. The term of payment of the invoice shall be 14 days from the invoice date. Comments concerning invoices must be sent in writing within 7 days of the invoice date. If the Delegated party's payment is late, the Delegated party shall be obliged to pay penalty interest for late payment on the overdue amount, in accordance with the Interest Act, calculated from the due date of the invoice to the date when payment is received. Additionally, Datahub shall be entitled to compensation for the costs incurred due to the delay, including the costs of payment reminders and debt enforcement.

4.3 Failure to pay the service fees

4.3.1 If the Delegated party fails to pay the service fees on time and does not pay the service fees within 7 days of the sending of a written payment reminder, Datahub shall be entitled to suspend the Delegated party's access to the Datahub System.

4.3.2 Datahub shall also be entitled to require the Delegated party to pay the fees for the billing period in advance if the Delegated party repeatedly pays its invoices after the due date or if the Delegated party has a bad credit record, is undergoing corporate restructuring proceedings, or is declared bankrupt. Such a requirement may be made for up to one (1) year at a time.

4.3.3 Datahub must make the Datahub System available to the Delegated party to use as soon as the Delegated party has paid the outstanding service fees, as well as the advance fees, in accordance with section 4.3.2 if Datahub has demanded payment in advance.

5 SUBCONTRACTING

5.1 Each Party shall be liable for ensuring that its subcontractors comply with all the obligations imposed on the said Party under the Agreement. Each Party shall be liable for the actions of its subcontractors as if they were its own.

6 SERVICE LEVELS

6.1 Appendix 3 to the Agreement is the Service Levels Appendix, which describes the service levels applying to the service agreement for electricity market parties, as well as the procedures related to potential deviations. The Delegated party must have an administrator, as specified in Appendix 3, section 3.1. If the Delegated party detects a disruption in the Datahub System, the Delegated party must report the disruption to Datahub's Support Service in accordance with Appendix 3, section 4.1. In other regards, Appendix 3 is informative in nature, and the informative sections do not impose any contractual obligations on the Parties.

7 DATA PROCESSING AND DISCLOSURE

7.1 Datahub shall be entitled to process and disclose information saved in the Datahub System in relation to market processes for the electricity trade to the extent provided for in the EMA and other applicable legislation. The Delegated party's entitlement to receive, process, and disclose information shall be determined on the basis of the agreement between the Delegated party and the

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Delegated party's client. However, the Delegated party's rights shall be no more extensive than the rights of its client on the basis of the EMA and the other applicable legislation.

8 CONFIDENTIALITY

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

9 DATA PROTECTION

9.1 Datahub acts as an independent controller, as referred to in Article 4(7) of the General Data Protection Regulation, when it processes personal data submitted to the Datahub System. Datahub's status as a controller pursuant to the General Data Protection Regulation is laid down in section 3(27a) of the EMA.

9.2 In the relationship with its client, the Delegated party acts as a processor of personal data, as referred to in Article 4(8) of the General Data Protection Regulation, when it processes personal data submitted to the Datahub System. The Delegated party shall be responsible for ensuring that it has made an agreement with its client on the processing of personal data, in accordance with the applicable data protection legislation.

9.3 The Parties are aware that the confidentiality of the personal data submitted to the Datahub System is of the utmost importance in terms of data protection for data subjects. The Parties undertake to comply with the EMA and the applicable data protection legislation in their activities under the Agreement. The Delegated party undertakes to process the personal data disclosed to it on the basis of the assignment solely for the purposes of use corresponding to the assignment.

9.4 The Parties undertake to ensure that access to personal data is only granted to persons acting on their behalf 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 an applicable statutory secrecy obligation. The Parties undertake to revoke access to the Datahub System, without undue delay, from any persons who no longer have grounds to process the personal data submitted to the Datahub System on the basis of their duties or legislation.

10 INFORMATION SECURITY AND DISRUPTIONS TO INFORMATION SYSTEMS

10.1 Information security requirements

10.1.1 The Parties are aware that information security is a significant factor in the appropriate implementation of the Service and the Datahub System. The Delegated party shall be obliged to ensure that the Delegated party's systems and processes meet an appropriate standard of information security. In order to ensure an appropriate standard of information security and manage the risks affecting information systems, the Delegated party undertakes to comply with all instructions issued by Datahub in order to realise information security, and to take the appropriate technical, physical, and organisational measures.

10.2 Reporting information security breaches

10.2.1 The Parties are aware that information security risks – especially information security breaches – may require action to be taken quickly in order to safeguard the confidentiality of the information submitted to the Datahub System and limit damage. The Delegated party undertakes to notify Datahub without delay of any information security breaches that affect and threaten the Datahub

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System, and that have, or may have, an impact on the information security of the Datahub System, within 24 hours of the Delegated party becoming aware of the breach or threat thereof.

- 10.2.2 The Delegated party undertakes to cooperate with Datahub in investigating the information security breach or threat thereof and take all reasonable steps to limit the damage caused by the information security breach.

10.3 Reporting disruptions to information systems

- 10.3.1 The Delegated party undertakes to notify Datahub without delay of significant disruptions to the Delegated party's information systems, and of other incidents that may prevent or materially interfere with the operating of the Datahub System, within 24 hours of the Delegated party becoming aware of them.

10.4 Contact person

- 10.4.1 Before deploying the Service, the Parties shall appoint one or more contact persons to be contacted in the event of urgent and non-urgent matters of information security and data protection. The Delegated party shall provide Datahub with the contact details of the contact person(s), including their phone numbers and email addresses, in Appendix 7 (Party information). The contact details of Datahub's contact person in matters of information security and data protection are shown in the Datahub Services portal.

10.5 Communicating information security breaches and disruptions affecting information systems

- 10.5.1 Datahub shall be entitled and obliged to notify other users of the Datahub System of actual or impending information security breaches, disruptions, and risks due to the Delegated party if they have or could have an impact on the use of the Datahub System or information security, or if there is any other compelling reason for such communication.

10.6 Confidentiality

- 10.6.1 In order to ensure the security of the Datahub System, the Delegated party undertakes to uphold the confidentiality of the non-public technical specifications of the Datahub System of which the Delegated party has gained knowledge, as well as information about disruptions and vulnerabilities in the Datahub system, and refrain from disclosing such information to third parties.

- 10.6.2 Notwithstanding the foregoing, the Delegated party shall be entitled to disclose the above information

- (i) with Datahub's prior express consent;
- (ii) to their subcontractors and advisers, provided that they are bound by a contractual obligation of professional secrecy;
- (iii) to the extent necessary to counter an information security threat; or
- (iv) to the extent that the Delegated party is obligated to do so on the basis of a law, decree, authority regulation, or court decision.

- 10.6.3 The obligations under this section (10.6) shall survive the expiry of the Agreement.

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11 OUTAGES

- 11.1.1 If any of the preconditions for deployment and/or use specified in sections 3.2 and 3.3 above are not fulfilled, Datahub shall be entitled to block or suspend the Delegated party's access to the Datahub System with immediate effect. If the failure to fulfil a precondition for deployment and/or use is minor in nature and does not prevent the Delegated party from using the Datahub System appropriately, Datahub may, at its own discretion, specify a deadline by which the Delegated party must rectify the failure before blocking or suspending the Delegated party's access. However, the lack of a GLN ID shall always lead to access being blocked or suspended. Datahub must make the Datahub System available to the Delegated party to use as soon as the Delegated party has rectified the failure.
- 11.1.2 In addition, Datahub shall be entitled to suspend the Delegated party's access to the Datahub System in whole or in part and with immediate effect if the Datahub System is subject to an actual or impending disruption, information security breach, or other incident that may restrict, jeopardise, or disrupt the functioning of the Datahub System, or cause loss or damage to the Delegated party or other users of the Datahub System, or if the Delegated party fails to comply with the Agreement or Datahub's instructions. Datahub must make the Datahub System available to the Delegated party to use as soon as the outage is no longer necessary in order to combat a disruption, information security breach, or other incident, or when the Delegated party has rectified its actions.

12 LIABILITY FOR INFORMATION PROVIDED

- 12.1 The Delegated party shall be liable for ensuring that the information it submits to the Datahub System is up to date and free of errors, and the Delegated party undertakes to correct any incorrect information it has submitted without delay.
- 12.2 Datahub shall only be liable for ensuring that the information it produces itself is up to date and free of errors, and Datahub undertakes to correct incorrect information without delay.
- 12.3 Datahub shall not be liable for loss or damage incurred by the Delegated party due to incorrect information submitted to the Datahub System by a third party.

13 LIMITATIONS OF LIABILITY AND DAMAGES

- 13.1 The Party shall be liable to the other Party for any damage caused by a failure to comply with the contractual obligations.
- 13.2 However, neither Party shall 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.
- 13.3 Each Party's liability to the other Party for direct damages shall be limited to a total of EUR 20,000 for loss or damage occurring in each full Datahub supervision period. The first supervision period referred to in this section of the agreement shall be from 21 February 2022 to 31 December 2027, after which the Energy Authority shall decide upon the supervision period referred to in this section of the agreement.
- 13.4 Datahub shall not be liable for any loss or damage caused by the Delegated party to other users of the Datahub System. However, if Datahub is obligated to compensate users of the Datahub System and/or third parties due to the Delegated party breaching and/or neglecting its obligations based on the Agreement, the Delegated party shall be obliged to indemnify Datahub for the aforementioned loss.

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- 13.5 The limitation of liability specified in this section (13) shall not apply to the Delegated party's liability for damages based on section 13.4 or situations in which loss or damage is caused intentionally or through gross negligence.

14 FORCE MAJEURE

- 14.1 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.
- 14.2 Force majeure is an event that the Party could not have prevented with reasonable care and that renders 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.
- 14.3 The Parties shall immediately notify the other Party of force majeure and the end of the force majeure.
- 14.4 During a force majeure event, the Parties shall endeavour to fulfil the Agreement to the extent possible.

15 VALIDITY OF AGREEMENT

- 15.1 This Agreement shall enter into force when it has been signed by both Parties.
- 15.2 The Agreement shall be valid until further notice.

16 AMENDING THE AGREEMENT

- 16.1 Datahub shall be entitled to amend the Agreement, provided that the amendment is necessary to ensure the functioning of the Datahub System and/or the provision of the Service, clarify the responsibilities or obligations of the Parties, take into consideration technical development, or comply with the law or authority regulations and instructions. Datahub must notify the Delegated party of amendments at least 30 days before the amendment takes effect.

17 ASSIGNMENT OF THE AGREEMENT

- 17.1 Datahub shall be entitled to assign the Agreement to a third party to whom its duties as the provider of the Service, as specified in the EMA or other applicable legislation, are transferred in whole or in part.
- 17.2 The Delegated party shall be entitled to assign the Agreement to a third party with Datahub's prior written consent. Datahub may only withhold consent for justified reasons.

18 END OF THE AGREEMENT

18.1 Termination of the Agreement

- 18.1.1 Datahub shall be entitled to terminate the Agreement in writing with one month's notice if the Delegated party does not have any valid assignments or Datahub's obligation to offer the Service

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and/or the Datahub System, as stipulated in the EMA or regulations issued on the basis of the EMA, ends due to a law, decree, or authority regulations, or as a consequence of a merger or dissolution of business activities, or for any other reasons.

- 18.1.2 The Delegated party shall be entitled to terminate the Agreement in writing with one month's notice.
- 18.1.3 If the Delegated party terminates the Agreement, Datahub shall be entitled to invoice the Delegated party for the service charge, in accordance with the Agreement, until the final day of the notice period. If the Delegated party merges with another entity, the service fee under the Agreement in place after the merger shall be reviewed in conjunction with the next annual confirmation of service fees.
- 18.1.4 If Datahub terminates the Agreement, Datahub shall be obliged to refund service fees that the Delegated party has paid for periods after the notice period.

18.2 Cancellation of the Agreement

- 18.2.1 Both Parties shall be entitled to cancel the Agreement with immediate effect if the other Party materially breaches the Agreement. If the breach can be remedied, a Party may only cancel the Agreement if the breaching Party has not remedied the breach within 30 days of the non-breaching Party's written notice of the breach of contract.

19 INTERPRETATION OF THE AGREEMENT

19.1 Partial nullity or invalidity of the Agreement

- 19.1.1 If this Agreement, any of its provisions, or any arrangement made under this Agreement is deemed to be null or invalid in whole or in part, the remaining parts of the Agreement shall remain in force, unless the nullity or invalidity of a part of the Agreement creates such a significant change to the entire purpose of the Agreement that the application of the Agreement would be highly unreasonable.

19.2 Non-exercise of rights

- 19.2.1 If a Party chooses not to exercise any of the rights conferred on it by this Agreement, the decision not to exercise the right shall not have any impact on the Party's entitlement to exercise the said right in the future if it so desires.

19.3 Order of priority of Agreement documents

- 19.3.1 If the Agreement and the appendices to the Agreement contradict each other, the Agreement shall take precedence. The appendices to the Agreement shall apply in numerical order.

20 APPLICABLE LAW AND DISPUTES

- 20.1 This Agreement shall be governed by the laws of Finland, with the exception of the connecting factor rules and principles of international civil law.
- 20.2 Any disputes arising out of this Agreement that cannot be resolved through mutual negotiation shall be settled by Helsinki District Court, unless the Parties agree on another procedure in writing.

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21 OTHER NOTIFICATIONS

21.1 Notifications

Notifications of contractual amendments submitted to Fingrid Datahub Oy via the Datahub Support Service.

22 COPIES OF THE AGREEMENT

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

FINGRID DATAHUB OY

THE DELEGATED PARTY X

Name: [Name]

Position: [Title]

Name: [Name]

Position: [Title]

Fingrid Datahub Oy

Street address

Läkkisepäntie 21
00620 Helsinki

Postal address

P.O. Box 530
00101 Helsinki, Finland

Telephone

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