

**Data Services**

# **General Terms**

**Nord Pool AS**

## GENERAL TERMS FOR DATA SERVICES

### 1. BACKGROUND

Nord Pool AS (“**Nord Pool**”) provides information and data (“**Data Services**”) to participants in the energy markets.

These General Terms for Data Services set out the terms and conditions upon which Nord Pool provides Data Services to Customers.

The General Terms are supplemented by special terms and conditions (the “**Special Terms**”) setting out the specific Products, their allowed use and the fees payable by the Customer. To the extent there is a conflict between the General Terms and the Special Terms, the relevant Special Terms will prevail. The General Terms and such Special Terms as are from time to time in force between Nord Pool and the Customer, shall jointly be referred to as the “**Data Service Agreement**”.

### 2. DEFINITIONS

Capitalised terms shall, when used in these General Terms, have the meaning ascribed to them below:

**Affiliate** means in respect of a Party, any entity controlled by, controlling or under common control with the Party. For the purpose of this definition, “control” means ownership, direct or indirect, of more than 50% (fifty percent) of the issued share capital of an entity or, where a legal entity does not have issued share capital, the legal power to direct the affairs of that legal entity by means of voting control. For the purpose of this definition, only legal entities listed in the Order Form in accordance with clause 4 shall be considered Affiliates of the Customer.

**Audit:** means the planned and documented activities performed by Nord Pool and/or a third party instructed by Nord Pool, to verify the Customer’s

and/or its Affiliates compliance with the contractual obligations arising out of the Data Service Agreement

**Audit Policy** means the policy attached to these General Terms as Appendix 3.

**Business Day** means a day (other than a Saturday or Sunday) on which commercial banks in Norway are open for general business and interbank transactions.

**Business Hours** means Business Days between 08:00 and 16:00 CET/CEST.

**Confidential Information** means any and all information which is now or at any time hereafter in the possession of the disclosing Party and which relates to the general business affairs or Intellectual Property Rights of the disclosing Party including without limitation source codes, object codes, data, databases, know how, formulae processes, designs, drawings, technical specifications, technical modifications, samples, applications, manuals, methods, finances, lists or details of customers, lists or details of employees, marketing or sales information of any past, present or future product or service, and any other material bearing or incorporating any information relating to the general business affairs and Intellectual Property Rights of the disclosing Party whether written in any form or medium or oral and whether furnished by the disclosing Party to the receiving Party or indirectly learned by the receiving Party

**Contact Person** means a natural person who shall be authorised to represent the Customer in relation to the Data Service Agreement.

**Customer** means any individual or legal entity who has entered into a Data Service Agreement with Nord Pool.

**Data Service Agreement** means the agreement entered into between Nord Pool and the Customer, consisting of the Special Terms, these General Terms and any appendix or exhibit attached thereto.

**Data Services** means the services provided by Nord Pool under the Data Service Agreement and "Data Service" refers to each individual service thereunder.

**Data Subject** shall have the meaning ascribed to such term in clause 14.

**Derived Market Data** means data created or derived from the Market Data by the Customer, including, without limitation, any indices or weighted average prices, which does not display Market Data and from which the underlying Market Data cannot be readily extracted. Derived Market Data shall not be considered Market Data hereunder.

**Electricity Reseller** means an entity whose core business is to resell electricity to a number of end-users that are individually metered.

**Fee Schedule** means the fees described in the Order Form and any subsequent list of fees provided to the Customer by Nord Pool's, setting out the fee(s) and terms of payment and invoicing for each Data Service and amended in accordance with these General Terms.

**Force Majeure** shall have the meaning ascribed to it in clause 10.

**General Terms** means these general terms for Data Services, as displayed on the Nord Pool's Website, and as may be amended from time to time.

**GlobeNewswire** means a professional information distribution service hosted and operated by NASDAQ OMX and used by Nord Pool to distribute Market Data through the Power Market News Line.

**Intellectual Property Right** means patents, trademarks, service marks, trade and service names, copyrights, topography rights, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having

similar or equivalent effect on any of them which may subsist anywhere in the world.

**Market Data** means the data available in Nord Pool's Data Services.

**Nord Pool** means Nord Pool AS, a Norwegian limited liability company with corporate registration number 919 585 099 (Norway).

**Nord Pool Data Facilities** means the service channels used to deliver Market Data to the Customers, as may be determined by Nord Pool at any time, for example an API or FTP server. The Power Market News Line is provided through GlobalNewswire.

**Nord Pool Group** means Nord Pool Holding AS and its Affiliates.

**Order Form** means a physical or electronic document through which the Customer applies for Data Services and supplies or updates any required information.

**Party** means either Nord Pool or the Customer. "Parties" shall be construed accordingly.

**Power Market News Line** is an internet-based feed of Market Data, making use of https/SSL techniques for security and HTTP, FTP or Web Services as transport.

**Product** means any of the different datasets made available by Nord Pool to its Customers.

**Reporting Policy** means the policy attached to these General Terms as Appendix 2

**Service Period** means the period between the Data Service start date, as specified for each Data Service, and the date on which the relevant Data Service effectively terminates.

**Special Terms** shall have the meaning ascribed to it in clause 1.

**Support Hours** means the Business Hours during which support services are offered by Nord Pool for any particular Data Service.

**Support Service** means Nord Pool's manually operated support service (helpdesk) described in Appendix 1, which can be reached during Support Hours at such contact details as are set out on the Nord Pool's website.

### 3. SUBSCRIBING TO DATA SERVICES

The Customer may subscribe to Data Services by using such Data Service Agreement Order Form and/or means of communication as Nord Pool may prescribe from time to time through information on the Nord Pool's website. The subscription shall specify the Product, relevant market area, Customer's Affiliates (if any), desired use of the Market Data, the fees applicable at that time and any other specific term applicable, i.e. the Special Terms.

These General Terms do not oblige the Customer to subscribe to any specific Data Service from Nord Pool, nor do they oblige Nord Pool to accept any application from the Customer to subscribe for Data Services. An obligation to provide Data Services shall arise only after the entering into of a Data Service Agreement, which is the date when the Customer's subscription has been accepted by Nord Pool or the Customer has been granted access to Market Data (whichever is the earliest).

The Service Period for a specific Product will, unless the Parties otherwise agree, start as soon as Nord Pool has confirmed the acceptance of the Customer's subscription for such Product, and the Data Services are made available to the Customer.

The Customer may request an amendment to the Special Terms by submitting a new Order Form (and/or by means of communication as Nord Pool may prescribe from time to time through information on the Nord Pool's website) as described above. Any termination of a Product shall be done as described in clause 15.

## 4. CUSTOMER'S RIGHTS AND OBLIGATIONS

### 4.1 Use of Market Data

The Customer's rights to the Market Data shall be specified in the Special Terms. Currently Nord Pool offers four alternatives:

#### (i) Internal use only:

- The Customer shall be entitled to use Market Data only for its internal purposes but may not publish it on any website or customer portal nor redistribute such Market Data to any third party.
- The Customer shall be entitled to distribute Market Data to its Affiliates without redistribution right for the internal use of such Affiliates. This does not apply in case the Affiliate is a media/data distributor or if the Affiliate participates in the financial markets and the Market Data is used to form a basis for trading. In such case the Affiliate must enter into its own Data Service Agreement.
- The Customer shall (i) ensure that any Affiliate which receives Market Data on the basis of the above observes the Data Service Agreement and (ii) be liable for any breach of the Data Service Agreement by any Affiliate.
- Nord Pool shall be entitled to unilaterally cancel or amend the Customer's right to distribute to its Affiliates by three months' written notice.

#### (ii) Basic use redistribution:

- The Customer shall be entitled to use Market Data for its internal purposes and to publish it on a restricted-access customer portal for its customers' internal use.
- The Customer shall not be entitled to publish Market Data on a website or in a manner which allows downloading or extraction of data, nor shall the Customer be entitled to redistribute Market Data to third parties.

- The Customer shall not publish historical Market Data, i.e. data that is older than one week.
- Basic use redistribution does not apply to intraday Products.

**(iii) Premium use redistribution:**

- In addition to its internal use the Customer shall be entitled to repackage and redistribute the Market Data to third parties and publish the Market Data on its websites.
- Market Data may be published in a manner which allows downloading.
- Customer may publish, repackage and redistribute historical data.

Premium use redistribution is divided into subcategories each of which is subject to a fee:

- ***Customer facing User Interface:***

- Displaying Market Data on public / private User Interfaces
- Showing history, i.e. 1 week historical downloadability is permitted
- Visualization of all history is permitted
- The Customer shall pay a fee per each of its customer/user of that service

- ***Customer facing data distribution:***

- Distributing Market Data via API, FTP or other integration technologies
- The Customer shall pay a fee per each of its customer/user of that service

- ***Premium internal uses:***

- Index creation, i.e. development of indices that reflect state of market
  - Index's redistribution is subject to a fee per each customer/user.
- Trading

- For settlement/trading purposes e.g. use of Market Data for settling futures markets

○ **Original works**

- Derived Market Data which is then redistributed in the market
- The Customer shall pay a fee per each of its customer/user of that service

**(iv) Electricity Reseller's redistribution:**

- The Customer must be an Electricity Reseller.
- The Customer shall be entitled to use Market Data for its internal purposes and to publish it on a restricted-access customer portal for its customers' internal (non-commercial) use.
- The Customer's customers who have access to the Market Data must be individuals or entities the Customer has a supply contract with for the sale of electricity, i.e the Customer is an Electricity Reseller for such customers.
- The Market Data is made accessible in a manner which allows downloading via an excel export only.
- The Customer may provide historical data to its customers during the term of the respective electricity supply contract,
- The license is per country.
- The Customer shall ensure that its customers which receive Market Data on the basis of the above is aware that the Market Data shall only be used for such customer's internal (non-commercial) use.
- Nord Pool shall be entitled to unilaterally cancel or amend the Customer's right to distribute to its customers by three months' written notice.

## 4.2 Obligations

In the event that the Customer elects “Internal Use Only”, the Customer shall provide Nord Pool with a list of all Affiliates (with details of company name, postal address and email address) in its Order Form and update same promptly in case of any changes. Upon Nord Pool’s request, the Customer shall provide supporting evidence of the details of its Affiliates.

The Customer may not delegate any of its responsibilities, obligations or duties under or in connection with the Data Service Agreement to any third party (including any Affiliate).

The Customer shall submit reports to Nord Pool for all receipt, use and redistribution of Market Data in accordance with the Reporting Policy in Appendix 2.

The Customer shall keep adequate accounting and entitlement records with respect to the use and redistribution (if applicable) of Market Data by it and its Affiliates. The Customer undertakes to keep all relevant records required under the Data Service Agreement, including but not limited to any customer records and entitlement records for a period of 5 (five) calendar years.

## 5. ACCESS TO MARKET DATA

### 5.1 General

Nord Pool will make Market Data available through Nord Pool’s Data Facilities.

Nord Pool shall give the Customer thirty – 30 – day’s prior written notice of any substantial change to the manner the Market Data is made available, unless a shorter period is agreed with the Customer. Nord Pool is entitled to replace the system in which the Market Data is stored by another system catering for the same by giving thirty – 30 – day’s prior notice to the Customer.

### 5.2 Specifically on Power Market News Line

Nord Pool provides Market Data through the Power Market News Line on a non-exclusive basis as specified in Appendix 5. The Power Market News Line is made available by use of the connection

methods specified in Appendix 4 and distributed by use of XSD and XML formats as specified in Appendix 6.

## 6. NORD POOL’S RIGHTS AND OBLIGATIONS

Nord Pool will take all reasonable and practicable steps to maintain the continuity of access to and technical capacity of the Nord Pool Data Facilities at all times, and to provide the Customer with reasonable notice of planned system outages and other matters affecting use or access to the Data Services, but will not be responsible for

- a) any suspension, interruption, temporary unavailability or fault occurring in the provision of the relevant Nord Pool Data Facility, provided that Nord Pool has not acted with gross negligence in connection therewith;
- b) any loss or damage whatsoever and howsoever caused arising in connection with the use of information or services acquired or accessed by the Customer through use of the Data Services howsoever;
- c) any loss or damage incurred as a result of the malfunction, instability or unavailability of systems, equipment or services delivered by third parties or other circumstances for which Nord Pool is not responsible, including Force Majeure;

Nord Pool will endeavour to perform all maintenance of the Nord Pool Data Facilities outside of Business Hours and shall give the Customer prior notice of any planned maintenance which may affect the Data Services. Nord Pool may also set regular maintenance periods for a particular Data Service, during which such Data Service and/or the relevant Nord Pool Data Facility may not be available.

Nord Pool shall provide reasonable Support Services to the Customer during Support Hours. All Support Services are provided on an “as available” and “reasonable effort” basis.



## 7. QUALITY OF MARKET DATA

Nord Pool does not warrant that the Market Data will be complete or error free, or that the supply of Market Data is free of interruptions. However, Nord Pool will use reasonable effort to provide continuous, accurate and complete Market Data, to notify the Customers of any errors or omissions in the Market Data, and if reasonable, correct erroneous or missing Market Data as soon as practicable after it becomes aware of the error or omission.

Nord Pool reserves the rights to, at all times and in its sole discretion, add to, alter or delete any part of the Market Data. Notices of substantial changes will be given in accordance with clause 5.

## 8. USE OF THE NORD POOL DATA FACILITIES

All access to and use of the Nord Pool Data Facilities shall be in accordance with the instructions and guidelines provided on Nord Pool's website. Changes in such instructions and guidelines are announced through Nord Pool's website.

The functionality of the Nord Pool Data Facilities is limited to such functionality as Nord Pool decides to make available at any given time and may change from time to time.

The Customer shall ensure that those parts of its software and equipment that are used to connect with a Nord Pool Data Facility complies with the requirements to connect to the relevant Nord Pool Data Facility and Data Service (as may be amended from time to time), and is solely responsible for the functionality, availability and use of all facilities which Nord Pool does not provide.

The Customer shall ensure that any log-in credentials provided by Nord Pool for the Customer or generated by the Customer to use an Nord Pool Data Facility (such as user names and passwords) are treated confidentially, used only for the intended purpose and in connection with the relevant Data Service, and that adequate security measures are in place at the Customer's facilities to prevent unauthorised access or use. The Customer is strictly liable for all use of any credentials registered to the

Customer until Nord Pool, following the written request of the Customer's Contact Person, has confirmed in writing that the relevant credentials have been disabled.

The Customer shall use reasonable endeavours to ensure that any software and hardware it uses to connect to a Nord Pool Data Facility is free from any computer viruses or similar malicious code.

If Nord Pool at any time has reason to believe that the Customer's use of a Nord Pool Data Facility is causing a security threat to Nord Pool or other users, or is affecting Nord Pool or other customers' use of the relevant Nord Pool Data Facility in an adverse and unusual manner, Nord Pool may disconnect and/or suspend the Customer from the relevant Nord Pool Data Facility, and immediately inform the Customer thereof.

## 9. FEES, INVOICING AND PAYMENT

The fees for the Data Services are stated in the Order Form submitted by the Customer and shall be charged to the Customer and invoiced in accordance with the Order Form. Unless explicitly stated otherwise, all fees are stipulated exclusive of VAT.

If the Customer fails to pay any amount due by the relevant due date (or otherwise determined by any dispute resolution process), interest shall be payable (both before and after any judgment) on that amount at an annual rate equal to the one (1) month LIBOR rate (published by the Bank of England) applicable from time to time plus three per cent (3 %) compounded monthly from and including the relevant due date to but excluding the date payment is made.

Nord Pool has the right to suspend the Data Services to the Customer, without liability to the Customer and without affecting the fees payable, in case the Customer does not pay its fees when due and following a ten (10) calendar days written notice from Nord Pool.

Nord Pool may in its own discretion amend the Fees giving the Customer no less than three (3) months prior written notice. The adjusted fees shall be

described in a Fee Schedule provided by Nord Pool to the Customer.

Nord Pool shall be entitled to Audit at its expense the Customer and the Customer's Affiliates in accordance with the Audit Policy.

If an Audit reveals that there has been an underpayment of fees in respect of the period covered by the Audit, the Customer shall immediately pay such underpayment of fees to Nord Pool. If the underpayment of fees exceeds 10% (ten percent), then (i) an administrative fee of 10% (ten percent) of the underpaid fees, (ii) an interest equal to 1% (one percent) per calendar month or any part thereof calculated from the date that the underpaid fees were due and (iii) the reasonable cost of such Audit (including travel and accommodation costs and reasonable fees to any external advisors), shall immediately be paid by the Customer.

## 10. LIABILITY

### Limitation of liability

The liability of Nord Pool under the Data Service Agreement shall be limited to cases of gross negligence and/or wilful misconduct. To the extent possible under applicable law, Nord Pool's liability towards the Customer for any twelve (12) month period shall be limited to the fees actually received by Nord Pool from the Customer for the relevant Data Service during the preceding twelve (12) months. Except as explicitly set out herein neither Party shall be liable to the other for any loss of profit, loss of business, or any other indirect incidental, special or consequential damages of any kind arising from a breach of their obligations under the Data Service Agreement.

### Force Majeure

Neither Party shall be liable for any loss or damage in respect of any failure on its part to perform any of its obligations under the Data Service Agreement if Force Majeure prevents the performance of its relevant obligations, nor shall this be deemed a breach of contract by that Party.

"Force Majeure" means the occurrence of an event which (i) is outside the reasonable control of the

affected Party and (ii) which prevents such Party from performing one or more of its obligations under the Data Services Agreement, provided that (iii) such event or the impact of such event on the Party's performance of relevant obligation(s) could not reasonably have been overcome or have been prevented by such Party within the time allowed for performance of the relevant obligation(s). A Party wishing to invoke Force Majeure must give the other Party notice as soon as possible and give the other Party such other information as the other Party may reasonably request in connection therewith. If a Force Majeure event continue for more than 30 days, either Party may terminate the Data Services Agreement with immediate effect by notice in writing.

## 11. INTELLECTUAL PROPERTY RIGHTS

Except for the right to use the Market Data as stated in the Data Service Agreement, copyright and all other Intellectual Property Rights in the Market Data are vested in Nord Pool. Any other use or distribution Market Data may only take place if explicitly consented to by Nord Pool. The Customer shall refer to Nord Pool as the source of the Market Data and the holder of copyright. Nothing in these General Terms or in the Data Service Agreement shall constitute an assignment of any copyright, confidential information or any other Intellectual Property Right whatsoever.

For the avoidance of doubt, all Intellectual Property Rights in Derived Market Data that is created by or on behalf of the Customer shall belong to and remain the property of the Customer.

## 12. CONFIDENTIALITY

Each Party acknowledges that Confidential Information may be disclosed to it under the Data Service Agreement. Each Party undertakes to hold such Confidential Information in confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of the Data Service Agreement. The Parties further agree that Confidential Information disclosed to Nord Pool on the occasion of an Audit shall be treated as confidential.



The Parties undertake to ensure that their Affiliates, employees and subcontractors comply with this clause 0

This obligation of confidentiality will not apply to Confidential Information that has become generally available to the public through no act or omission of the receiving Party, or becomes known to the receiving Party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court order or request by any government or regulatory authority.

No public announcement, press release, communication or circular (other than to the extent required by law or regulation) concerning the content of the Data Service Agreement will be made or sent by either Party without the prior written consent of the other. Neither Party will have any obligation to consent to any public announcement, press release, communication or circular.

Without prejudice to any other rights or remedies of either Party, both Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the provisions of this Agreement and that the Party that is of the opinion that this clause **Error! Reference source not found.** has been breached shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the breaching Party, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

The Market Data is not Confidential Information.

The confidentiality obligations survive the expiry of the Data Service Agreement.

### 13. ASSIGNMENT

Neither Party may assign the Data Service Agreement without the prior written consent of the other Party except that (i) Nord Pool may assign this Agreement in whole to an Affiliate upon written notice to the Customer.

### 14. DATA PROTECTION

Nord Pool processes, as a controller, personal data as part of (i) the performance of the Data Service Agreement (ii) statistical analysis, (iii) promoting the products and services of Nord Pool Group (for this purpose Nord Pool may use the electronic addresses of the Data Subjects, unless they opt-out via Nord Pool in accordance with the provision below) and (iv) improving the products and services of the Nord Pool Group. This processing is in relation to the personal data of persons who use the Market Data under the auspices of the Customer and its Affiliates (these natural persons for whom personal data are processed are hereinafter referred to as “**Data Subjects**”).

The personal data relating to the Data Subjects are provided by the Customer to Nord Pool. The Customer shall, on behalf of Nord Pool, provide notice to the Data Subjects in accordance with applicable law and regulation, which may include confirmation that:

- a) the personal data collected are identification data in order to allow: (i) the Customer, its Affiliates, and its customers/users to use and/or redistribute Market Data (as applicable) and/or (ii) Nord Pool to comply with its regulatory and legal obligations;
- b) if relevant, these data may be communicated to any of Nord Pool’s Affiliates or subcontractors, including those located in countries outside the European Economic Area to the extent needed for the purpose of the Data Service Agreement;
- c) these data may also be communicated by Nord Pool or Nord Pool’s Affiliates to competent authorities;
- d) these data will be retained by Nord Pool as long as necessary for the performance of the Data Service Agreement and for compliance with applicable law and regulation;
- e) the Data Subjects are responsible for notifying Nord Pool of any modification of their identification data or any other information relevant to the processing of their personal data (such as, but not limited to, their objection to the processing of their personal data or that

they will no longer be using and/or redistributing Market Data) so that Nord Pool is able to update (or delete) the Data Subjects' personal data and comply with applicable law and regulation;

- f) the Data Subjects have a right to access, amend or delete personal data relating to them, to object to the processing of their personal data by Nord Pool and to submit a complaint to the competent data privacy authority. Apart from the latter, these rights can be exercised by sending an email to [compliance@nordpoolgroup.com](mailto:compliance@nordpoolgroup.com). Such notice may in addition include any other information as required by applicable law and regulation.
- g) by entering into the Data Service Agreement, the Customer confirms that it has informed the relevant Data Subject of the purpose and the conditions of the processing of the Data Subjects' personal data by Nord Pool as detailed herein.

The Customer represents and warrants that these data are at all times collected, processed and provided to Nord Pool in accordance with all applicable law and regulation, including without limitation that relating to the protection of individuals with regard to the processing of personal data. The Customer undertakes to indemnify and hold harmless Nord Pool against any loss, claim, procedure or penalty whatsoever arising from any breach by the Customer or by the Data Subjects of the Customer's foregoing representation and warranty.

## 15. TERM AND TERMINATION

The date the Customer accesses the Data Services for the first time or, if relevant, the date Nord Pool confirms the Customer's subscription (if earlier) will hereinafter be considered the start of the Service Period. The Service Period for a specific Product will continue for an indefinite period until either Party terminates the Product period by giving the other Party not less than three (3) months prior written notice.

Nord Pool may terminate any individual Product by shorter notice if circumstances beyond the

reasonable control of Nord Pool make further provision of the Product by Nord Pool illegal, impossible or significantly more burdensome or costly than Nord Pool had reason to expect.

Either Party may terminate the Data Service Agreement by three (3) months' written notice.

Furthermore, either Party may terminate the Data Services Agreement with immediate effect in the event of

- a) any material breach of the Data Service Agreement by the other Party which is incapable of remedy; or if capable of remedy, is not remedied within thirty - 30 - days of written notice by the other Party requiring it to be remedied.
- b) any resolution being passed or petition being presented to wind up the other Party's business (otherwise than for a bona fide reconstruction or amalgamation) or part of the other Party's assets or any such similar motion or proceedings arising from any inability to meet its financial obligations issued in the relevant jurisdiction in which the other Party is incorporated or has a place of business or is technically insolvent.

Termination shall not affect rights or obligations accrued at the time of termination. Any provision of this Agreement which by nature is intended to survive termination shall remain binding until such rights or obligations have been satisfied or released.

Upon termination of this Agreement for any reason, the Customer and its Affiliates shall have no right to continue using the Market Data received from Nord Pool during the term of the Data Service Agreement.

## 16. ASSISTANCE

The Customer shall immediately inform Nord Pool of any improper or wrongful use of Market Data of which the Customer becomes aware. In the event that such improper or wrongful use has been facilitated by the Customer, the Customer shall upon

Nord Pool's request assist Nord Pool in taking all reasonable steps to defend the rights of Nord Pool.

## 17. MISCELLANEOUS

### Amendments

Nord Pool shall be entitled to amend these General Terms unilaterally from time to time. Following any such amendment an updated version of these General Terms will be posted on Nord Pool's website at least 14 calendar days prior to the day when the amended General Terms come into force. The Customer is deemed to have accepted any such amendment through its continued use of the Data Services with effect from the date on which the amended version of the General Terms comes into force.

### Failure to exercise rights

Failure or delay by either Party to exercise any right or remedy under these General Terms will not be considered as a waiver of such right or remedy nor as an acceptance of the event giving rise to such right or remedy.

### Communications

Written communications between the Parties shall be in English unless the Parties agree to another language.

Any notice to be given in writing under the Data Service Agreement may be sent by either e-mail to the Contact Person of the other Party.

Nord Pool may deliver operational messages relating to the Data Services through the Nord Pool's website, including information about maintenance periods and amendments of these General Terms.

The Contact Person is authorised to represent Customer in any and all matters arising out of the Data Service Agreement. However, this shall not limit the authority of other persons (if otherwise duly authorised) to represent the Customer.

### Customer Details

The Customer represents, and such representation is deemed to have been repeated upon each use of the Data Services, that the Customer details and details concerning any third parties that are relevant for Nord Pool to perform the Data Services, including all contact information, are updated, true and accurate, and that Nord Pool shall not be obliged to perform any independent verification of any such information.

The Customer may at any time amend its own details, including the Contact Persons, by written notice to Nord Pool or through such other means as Nord Pool may allow from time to time.

## 18. GOVERNING LAW AND DISPUTE RESOLUTION

Any Data Service Agreement and these General Terms are governed by the laws of Norway. The Parties hereto accept Oslo City Court as the proper legal venue for the settlement of any dispute or controversy that may arise in connection with or as a result of any Data Service Agreement or these General Terms and that cannot be amicably resolved by the Parties.

### Appendices to the General Terms:

- Appendix 1: Support Service
- Appendix 2: Reporting Policy
- Appendix 3: Audit Policy
- Appendix 4: Power Market News Line Integration Guide
- Appendix 5: Power Market News Line - XML Feed Product Guide
- Appendix 6: Power Market News Line - XML Feed Format