

Contract for the provision by Elia of metering and data exchange Services

(For information purposes only)

Contract reference: Contract_Ref

By and between:

Elia System Operator NV/SA, a company established under Belgian law with company registration number 0476.388.378, having its head office at Keizerslaan/Boulevard de l'Empereur 20, 1000 Brussels, Belgium, legally represented herein by [••••] in his/her capacity of Key Account Manager and Mr David Zenner in his capacity of Customer Relations Manager, referred to hereinafter as "**Elia**";

and

[••••], a company established under [••••] law, with company registration number [••••], having its registered office at [••••], legally represented herein by in his/her capacity of and in his/her capacity of , referred to hereinafter as the "**Client**";

Elia and/or the Client may also be referred to individually as the "Party" or jointly as the "Parties".

IT IS HEREBY AGREED AS FOLLOWS:

Whereas:

- Elia has been appointed as grid operator at the Belgian federal and regional level. Elia has proven experience in meter management, metering data provision, and data aggregation and communication;
- The Client wishes to call on Elia to carry out on its behalf activities (hereinafter referred to as the "Services") relating to meter management, data processing and/or provision, or certain activities related to management of its access register. The Services offered by Elia are set out in this provision of services contract (hereinafter referred to as the "Contract").

ARTICLE 1. SUBJECT OF THE CONTRACT

1.1. Types of Services covered by the Contract

The Contract governs the rights and obligations of the Parties required to implement the Services provided by Elia to the Client, more specifically:

- the Services described in Annex 1 regarding the provision of non-aggregated data such as load curves or any other data required by the Client, according to the frequency or frequencies of such provision defined by the Client in Annex 1; and/or
- the Services described in Annex 2 for the provision of aggregated data, according to the frequency or frequencies of provision defined by the Client in Annex 2; and/or
- the Services described in Annex 3 for the provision, on behalf of the Client, of aggregated or non-aggregated data to the market players specified in Annex 3 and according to the frequency or frequencies of provision defined in Annex 3; and/or
- the reporting Services described in Annex 3; and/or
- the Services described in Annex 4 for the allocation of EAN codes on behalf of the Client; and/or
- the Services described in Annex 5 for the provision of remote pulses; and/or
- the Services described in Annex 6 for the management and maintenance of the meters listed in Annex 6;

providing that Elia has the data and/or the equipment required by Elia's standards to provide the Services in the various forms stipulated by the Contract.

1.2. Components of the Contract

The components of the Contract are:

- the Contract itself and its Annexes;
- the general terms and conditions for services provided to third parties (version 2014.01), as supplied by Elia to the Client (and at disposal on www.elia.be).

Elia's general terms and conditions shall apply irrespective of any conflicting or additional provisions or conditions included in the purchase order or any other document drawn up by the Client. The Client accepts that its general terms and conditions, including its general terms and conditions of purchase and sale, are under no circumstances applicable to the rights and obligations of the Parties under the Contract and by concluding the Contract waives said terms and conditions.

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Initials on behalf of the Client:

Any difficulties interpreting the Contract components and any contradictions between said components shall be dealt with by article 1.2 of Elia's General Terms and Conditions.

ARTICLE 2. DEFINITIONS

The various terms used in the Contract, whether capitalised or not, are to be understood within the meaning of the concepts defined in the Electricity Act, the decrees and/or ordinances relating to the organisation of the electricity market and/or the various applicable Grid Codes, in the UMIG rules and the contracts concluded between Elia and the Client.

ARTICLE 3. DESCRIPTION OF THE SERVICES

3.1. Provision of Non-Aggregated Data

The provision of non-aggregated data to the Client shall take place in accordance with the terms and conditions set out in Annex 1 and below.

The Services relating to the provision of non-aggregated data shall include the acquisition of data and signals from the metering equipment listed in Annex 1, the validation, where relevant, and provision of said data at different frequencies (monthly, daily, near real time or real time).

The level of data validation shall depend on the type of metering equipment, the frequency of data provision and the period concerned, as specified in Annex 1.

Certain provision frequencies, in particular 'near real time' and 'real time', can only be offered if the technology required for data transmission is available at the Client's premises.

In addition, this Service can only be offered if Elia has the equipment enabling it to perform the data acquisition at the requested frequency in accordance with the standard communication protocols and formats used by Elia, which are available at the Client's request.

3.2. Provision of Aggregated Data

The provision of aggregated data to the Client shall take place in accordance with the terms and conditions set out in Annex 2 and below.

The Services relating to the provision of aggregated data to the Client shall include data aggregation and the provision of aggregated data at different frequencies (monthly, daily, near real time or real time).

These Services are available for aggregations defined in a contract approved by the relevant regulator(s). These include, in particular, aggregations relating to access points, delivery points located downstream of the access point to the Elia Grid, interconnection points, etc. These aggregations are called 'standard aggregations' in Annex 2.

These Services are also available for access and delivery points situated within a closed distribution system (whether or not combined with performance of the Services described in Annexes 3 and 4) or for any other aggregation that the Client may require. These aggregations, called 'customised aggregations' in the Annexes, shall be performed based on the equations stipulated by the Client and described in Annex 2bis.

The level of data validation shall depend on the validation level of the acquisitions concerned, as specified in Annex 2.

Certain provision frequencies, in particular 'near real time' and 'real time', can only be offered if the technology required for data transmission is available at the Client's premises.

In addition, this Service can only be offered if Elia's equipment or systems enable it to access the data acquired at the requested frequency in accordance with the communication protocols and formats used by Elia, which shall be communicated to the Client at its request.

3.3. Provision of Aggregated or Non-Aggregated Data to the Market Players Specified by the Client

3.3.1. Prerequisites for performance of the Services

These Services are only applicable to closed distribution system operators in connection with the performance of their regulatory obligations.

Before it can avail itself of these Services, the Client, being a closed distribution system operator, must have signed Appendices 14 and 14bis of the access contract concluded with Elia. Entering into this Contract shall not prejudice the Client's compliance with all provisions and obligations laid down in the access contract and in particular Appendix 14 of said contract.

3.3.2. Services concerned

The Services relating to the provision of aggregated or non-aggregated data to the market players specified by the Client shall be provided in accordance with the terms and conditions set out in Annex 3 and below.

Said Services shall entail the transfer by Elia, on behalf of the Client, of aggregated or non-aggregated metering data concerning (virtual or real) access and delivery points to access responsible parties, suppliers and users of the closed distribution system of which the Client is the operator, as identified by the Client in Annex 3.

By way of exception, Elia may provide said data to users of the closed distribution system only if their access points are real access points linked to a single user of the closed distribution system.

For verification purposes, Elia shall also return to the Client the data supplied to market players concerning (virtual or real) access and delivery points, within the same time frame used for transmission of the data to the market players concerned.

Finally, Elia shall include the data from these (virtual or real) access and delivery points within the overall balance area of the access responsible parties concerned as listed in Annex 3.

The Parties expressly acknowledge that these Services as referred to in Annex 3 in no way concern the provision, by Elia to the Client, of metering data, load curves or any other data required by users of its closed distribution system, the aggregation of said data or the allocation of EAN codes to the Client. These other activities are covered by other Services provided under this Contract and are described in Annexes 1, 2 and 4.

3.3.3. Obligations of the Client

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If the Client is a closed distribution system operator, it is as such responsible for the correct value and the validation of metering data communicated to Elia with a view to being supplied by Elia, on behalf of the Client, to the market players listed by the Client, pursuant to the Services referred to in Annex 1. The Client is also responsible for installing, managing, maintaining and inspecting the metering equipment belonging to the closed distribution system of which it is the operator, as well as the data management systems used to communicate and exchange the metering data with Elia. Any and all costs associated with the collection, validation and communication of metering data shall be borne by the Client.

To enable Elia to pass on data to the market players specified in Annex 3, the Client must provide the data from (virtual or real) access and delivery points to Elia within the time frames required by market processes as described in the document "Metering data exchanges for CDS Operator", which is available on Elia's website (www.elia.be).

In accordance with applicable regulations and the rules set out in Appendix 14 of the access contract, the Client shall remain solely responsible for the correct value, the quality and the accuracy of the allocation of energy taken off and/or injected by the access points situated in its closed distribution system, even if the allocation of EAN codes to said access points and the data aggregation are performed by Elia on its behalf and for his account.

Elia may aggregate the data from (virtual or real) access and delivery points pursuant to the Services set forth in Annex 2 of this Contract. In this case, when the Services for the provision of aggregated data are intended to allocate the quarter-hourly energy taken off and/or injected by the closed distribution system among the access responsible parties active in said closed distribution system, the Client must determine and communicate to Elia the calculation formula for allocating all the quarter-hourly energy taken off and/or injected by the closed distribution system of which it is the operator among all the access responsible parties active in said closed distribution system. This aggregation may also be performed at the level of the real or virtual access and delivery points to the closed distribution system, as communicated by the Client and listed in Annex 3.

In accordance with Article 5 of this Contract, the Client shall inform the market players concerned, in particular the access responsible parties, suppliers and users of its closed distribution system as stated in Annex 3, about the conclusion of this Contract and the provision by Elia of the Services described in Annex 3 concerning the management of data contained in its access register, and shall do so before the provision of said Services by Elia actually begins.

The Client shall communicate to Elia as soon as possible the information needed to perform the Services, as described in Annex 3 for each (virtual or real) access and delivery point to the closed distribution system, no later than 15 working days before the start of the month during which the provision of said Services will begin.

The Client shall communicate any changes to Elia as soon as possible and no later than 15 working days before the start of the moment the change will take effect. It shall do so using the template provided in Annex 3.

3.4. Provision of Specific Reports

The Service entailing the provision of specific reports to one or more regulators on behalf of the Client, in its capacity as a closed distribution system operator, shall take place in accordance with the terms and conditions set out in Annex 3 and below. The Client, being a closed distribution system operator, shall designate the contact person from whom Elia can obtain the information needed to actually implement this Service for the provision of specific reports.

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Initials on behalf of the Client:

This Service shall be limited to communicating said reports on behalf of the Client, with no responsibility for any technical follow-up thereof with the regulator(s) concerned.

The Client can only access this Service if it also avails itself of the Services for the provision of aggregated or non-aggregated data to market players specified by the Client.

3.5. Allocation of EAN Codes on behalf of the Client

The Service for allocation of EAN codes on behalf of the Client shall take place in accordance with the terms and conditions set out in Annex 4 and below.

Said allocation of codes may be undertaken for a meter included in Annex 1, a customised aggregation included in Annex 2, or an access or delivery point (virtual or real, aggregated or non-aggregated) situated within a closed distribution system of which the Client is the operator.

3.6. Provision of Remote Pulses

The provision of remote pulses shall take place in accordance with the terms and conditions set out in Annex 5.

3.7. Management and Maintenance of Meters

3.7.1. Management and maintenance of meters

The Services covered by this Contract, relating to the management and maintenance of meters, shall take place in accordance with the terms and conditions set out in Annex 6 and shall include:

- verification of the meter's accuracy, every five (5) years; this do not include the conformity certificate delivered by the manufacturer.
- first intervention in case of meter failure including
 - o analysis;
 - o minor repairs where an important component of the meter does not have to be replaced (important component: set of components that guarantee proper functioning, such as the meter's power provision, the integration of pulses, etc.).

Any intervention not mentioned above does not fall under the Service covered by this Contract. In such cases, the Client must send a request for intervention to Elia. Elia will make the Client an offer concerning said intervention, which will fall under Elia's General Terms and Conditions.

The meters concerned by the aforementioned management are listed by the Client in Annex 6. This Service only relates to meters that are not part of the connection equipment described in the connection contract concluded between the Client and Elia.

3.7.2. Access to the Client's facilities

The Client shall make available to Elia, free of charge, the lighting, heating, power outlets, water, water drainage and electricity that Elia needs in order to perform metering Services in the facilities.

If the Client has specific meters that fall under the Contract fully or partially replaced or changed by a third-party supplier, it must inform Elia accordingly in writing and in advance. Where

appropriate, Elia may ask to revise the contents of Annex 6 if it considers that it does not have sufficient information and/or experience to assume the management of the replaced or modified meters in accordance with the Contract. Moreover, Elia shall have the right to propose changes to the prices provided in Article 10 to the Client, if the replacements of or modifications to the meters have an impact on the scope or nature of the Services to be provided. If Elia should propose adapted prices on this basis, and the Parties do not reach agreement within thirty (30) days following a written proposal from Elia, Elia shall be entitled to terminate the provision of one or more Services or the Contract, as appropriate, subject to thirty (30) days' notice. Such an amendment to the Contract shall be carried out under the conditions set in Article 11.1 of the Contract.

In performing this Contract, the Parties shall comply with the obligations arising out of the General Code for Electrical Facilities ("Algemeen Reglement op de Elektrische Installaties" / "Règlement général des installations électriques"), declared binding by the Royal Decree of 10 March 1981 and, where appropriate, as amended.

In performing this Contract, Elia shall be required to provide Services in the Client's premises within the meaning of the Act of 4 August 1996 concerning the well-being of employees, where appropriate, as amended. The Client and Elia shall comply with the obligations arising out of said Act and shall cooperate in good faith to that end.

The Client shall be responsible for the storage and/or disposal of all waste (in particular consumables, disassembled parts, packaging, used lubricants, detergents and oils, etc.) that is generated out of or in relation to the provision of the Services by Elia in accordance with all statutory and regulatory provisions.

ARTICLE 4. PROCEDURE FOR COMMUNICATION AND EXCHANGE OF DATA BETWEEN THE PARTIES

The Client is responsible for installing, managing, maintaining and inspecting the data exchange systems used to communicate with Elia under this Contract. Any and all costs associated with the collection and communication of data linked to performance of the Contract shall be borne by the Client.

The tests required to set up the methods of data exchange between the Client and Elia must be completed by the Parties before provision of the Services actually begins. In particular, for the Service of providing aggregated or non-aggregated data to the market players specified by the Client, the operating procedures for the tests are mutually agreed upon and are described in the document "Metering data exchanges for CDS Operator", which is available on Elia's website (www.elia.be).

Each Party shall bear any costs that it incurs in relation to the communication tests.

Elia and the Client shall consult together to find appropriate operational solutions in the event that the test results highlight problems with the data exchanged.

ARTICLE 5. DATA MANAGEMENT

5.1. Communication of third-party data

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Initials on behalf of Elia:

Initials on behalf of the Client:

If the Services provided by Elia to the Client, particularly in relation to data communication, are performed on the basis of meters belonging to one or more third parties, in particular users of a closed distribution system, and relate to data from said third party or parties or made available to said third party or parties by Elia, the Client must submit to Elia the explicit consent of the third party or parties concerned. To do so it shall use the declaration of consent in Annex 8 for the provision of the aforementioned metering data to the Client. The Client shall submit the original of this declaration of consent duly signed to Elia before the conclusion of this Contract. Should the third party withdraw its consent, Elia shall stop providing the Services on the basis of the meters that are the subject of said withdrawal on the last day of the month after the notice of withdrawal. If all Services provided by Elia are based on meters that are the subject of the withdrawal, this Contract shall be terminated automatically.

The communication, where applicable, of third-party data to Elia shall under no circumstances entail a transfer of ownership of said data to Elia.

5.2. Data confidentiality

Data communication shall take place in compliance with the confidentiality obligation which the Parties are bound to observe in relation to data of the third parties concerned. Furthermore, the Parties accept and the Client guarantees that the third parties concerned agree not to invoke the confidentiality of said data against the Parties, nor against the third party concerned and its supplier and access responsible party or parties.

Each Party shall treat data that it receives from the other Party related to the Contract in confidence and shall not disclose said data to third parties, provided that the Party which has supplied the data indicates that the information is confidential – for example, technical and commercial information and documentation, software, processes, know-how and other information that is not accessible to the public – except in the following situations:

1. if Elia and/or the Client must submit the information in question to a court or an administrative authority;
2. in case of prior, written consent of the Party that provides the confidential information;
3. if this information is easily or normally accessible or if it is available to the public;
4. when the communication thereof by Elia and/or the Client is necessary for technical or safety reasons, in particular for subcontractors and/or their employees and/or their representatives, provided such addressee(s) is(/are) bound by confidentiality rules which ensure the confidentiality of the information in an appropriate manner;
5. as regards Elia, in consultation with operators of other grids or in connection with contracts and/or rules with foreign grid operators and insofar as the recipient of the information undertakes to assign it the same degree of confidentiality as that given by Elia.

Subject to the applicable statutes and regulations, this article shall remain in force for a period of five (5) years after the expiry of this Contract. The transferor shall be subject to the same reservation by the provisions of this article for a period of five (5) years after the transfer of this Contract.

5.3. Addition and/or removal of data to which the Services pertain

The metering data listed in an Annex may be amended at any time at the Client's written request. The Client shall submit a written application to Elia for the addition and/or removal of metering data, by amending the table in said Annex.

Each request to amend metering data by the Client shall be made by way of an email sent with the adapted Annex to the contact person at Elia responsible for contractual relations, whose

name and contact details are provided in Annex 7 to this Contract. The Client communicates any change as soon as possible to Elia and at the latest 15 working days before the beginning of the month during which the change shall become effective.

Following said request, Elia shall adapt the Annex concerned and shall send two (2) new original counterparts to the Client for signing within the 10 working days after receipt of this request. The Client shall return one original counterpart duly signed. The metering data additions/removals shall enter into force at the beginning of the month following receipt, by Elia, of the new Annex duly signed by the Client.

5.4. Data hierarchy

The Parties expressly acknowledge that the metering data collected by Elia on the meter specified in the connection contract between Elia and the Client or relating to the Elia Grid access points concerned shall be considered the single and universal reference for invoicing the access tariffs to the Client or to the third parties concerned, as provided for in the access contract concluded between the Parties or relating to the access points concerned, as appropriate. Under no circumstances may the Client challenge this on the basis of data that it communicates to Elia under this Contract.

ARTICLE 6. PRICES OF THE SERVICES

The prices of the Services and/or the methods of calculating the Services are set out in the Annexes to the Contract. The fees for activating the Services concerned shall be payable when the Service is set up but not when a point is added to or removed from the Annex relating to the Services.

The prices of the Services as quoted in the Annexes are exclusive of tax. They are net amounts, on which VAT, as well as any additional taxes and charges imposed by statutes or regulations, not yet included in these amounts, are to be added.

The prices quoted in the Annexes to the Contract shall be reviewed annually in accordance with the following formula, which contains the cost parameters, which are accepted by the Parties as representing the real costs incurred by Elia in providing these Services:

$$R' = R \times [0.2 + 0.8 (Cpi'/Cpi)]$$

where:

- R' = the revised price
- R = the basic amount stipulated in the Annex to the Contract
- Cpi' = the value of the consumer prices index for the month of December preceding the month of invoicing
- Cpi = the value of the consumer prices index for the month of December 2014.

ARTICLE 7. INVOICING – CONDITIONS OF PAYMENT – OBJECTIONS

7.1. Invoicing principles

The Services provided by Elia to the Client shall be invoiced on a quarterly basis. At the end of each quarter Elia shall send the Client an invoice for the quarter just ended.

Each invoice sent by Elia to the Client shall be based on the invoicing data contained in Annex 7.

7.2. Method and terms of payment

Invoices must be paid by the Client to Elia, net and without discount, within thirty (30) days of receipt, which shall be deemed to have taken place three (3) days after the date on which the invoice was sent.

If payment is not made within the agreed term, Elia may, as of right, and without prior notice, claim interest for late payment fixed in accordance with article 5 of the Act of 2 August 2002 on combating late payment in commercial transactions. Interest shall run from the first day following the payment due date to the date of payment in full.

If payment is not made within the agreed period, without prejudice to its right of repayment of legal costs in accordance with the Code of Judicial Procedure, Elia shall moreover be entitled to lump-sum compensation to cover its administrative collection costs equal to 10% of the amount payable, with a minimum of €125.00,00 and a maximum of €5,000.00. The foregoing provisions shall not affect Elia's other rights in accordance with applicable statutory and regulatory provisions and the provisions of the Contract.

7.3. Objections

Every objection concerning the payment of an invoice for a Service must, in order to be admissible, be lodged with Elia in writing as promptly as possible and at the latest on the due date of the contested invoice. The Client must describe the reasons for its objection as comprehensively and in as much detail as is possible.

An objection shall under no circumstances release the Client from the obligation to pay the invoice, unless said objection is manifestly justified (e.g. in the case of a material error in the amount of the payment due).

If the Client has paid a contested invoice in full and it then turns out that the objection formulated was justified, the Client shall, where appropriate, be entitled to reclaim the undue amounts.

7.4. Conditions for collecting any unpaid amounts

Failure to pay the invoice within seven (7) days from the date on which a relevant notice sent by Elia to the Client by registered letter was received, and without prejudice to the application of the foregoing provisions, shall entitle Elia to take legal action to collect the unpaid amounts.

ARTICLE 8. LIABILITY

Unless expressly stipulated otherwise in this Contract or a legal provision, all duties undertaken by Elia in the performance of this Contract shall have a best efforts nature.

Elia shall be liable to the Client only for demonstrable direct damage resulting from deceit, fraud or gross negligence during the performance of this Contract.

Except in case of fraud, Elia shall at no time be held liable towards the Client for indirect or unforeseeable damage, including but not limited to loss of earnings, loss of revenue, loss of data, an increase in overall costs, third-party costs or the interruption of activities. This also

covers any demonstrable costs that Elia might be required to pay to a third party owing to the occurrence of these adverse situations.

Elia's total liability, for all damages over one year, arising out of this Contract shall be limited to an amount equivalent to the net price, set annually, of the Services provided under this Contract, for all claims payable to the Client and any third parties. The claims of the Client and third parties shall, where appropriate, be settled proportionately.

The Client shall make every effort during the term of this Contract to avoid and, where appropriate, limit any loss or damage caused to it. In case of an incident or event giving rise to liability on the part of the Client, the Parties shall consult together to take all appropriate measures that may reasonably be expected of them in order to limit the damage to Elia.

ARTICLE 9. INSURANCE

The Parties shall take out any insurance that is necessary to cover their obligations and liability under this Contract and more specifically Article 8. At the request of the first Party to take action, the other Party shall, within ten (10) days from being requested to do so, submit a certificate from its insurer clearly indicating the insured amounts and the exclusions, as well as proof of payment of the premiums.

In case of termination of these insurance policies, and if the insured Party fails to take the required measures to have these policies renewed or replaced, the other Party may conclude such policies at the cost of the defaulting Party.

The amount of the insurance per claim, and any risks not covered by insurance, shall under no circumstances be considered as a limitation of the liability of the Party which is liable for the damage, if the amount of the damage is higher than the amount of the insurance coverage or if the risk is not covered, without prejudice to Article 8.

ARTICLE 10. COMMUNICATIONS AND NOTICES BETWEEN THE PARTIES

Unless otherwise stipulated, all communication under the Contract shall be in writing (letter or email) and sent to the contact person for contractual relations named in Annex 7 to the Contract, with a copy to the metering contact person as named in the same Annex.

ARTICLE 11. ADDITIONAL PROVISIONS

11.1. Changes to the Contract

No change or amendment to the Contract can be made without being signed by duly empowered representatives of the Parties. The annexes, which constitute an integral part of the Contract, can be amended only by mutual agreement and in accordance with the procedures described in the Contract.

11.2. Transferability of the Contract

Each Party shall refrain from transferring the rights and obligations arising from the Contract fully or partially to a third party – including any transfer as a result of merger, split, contribution of the totality or a branch of business (irrespective of whether the transfer took place in

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Initials on behalf of the Client:

accordance with the automatic transfer rules) – without the prior express written consent of the other Party. The other Party cannot withhold or delay such consent without a justified reason. The transfer of the Contract shall not release the transferor from the confidentiality obligation contained in Article 5.2. The transferor shall be bound by this obligation for a period of five (5) years after the transfer.

11.3. Severability of the Contract

If one or more provisions of the Contract should be declared invalid, unlawful or unenforceable, such nullity shall not affect the validity, legality and enforceability of the other provisions. When such invalidity, unlawfulness or unenforceability does affect the rights of one of the Parties, both Parties shall make the necessary efforts to negotiate immediately and in good faith a legal and valid replacement provision with the same economic consequences.

11.4. Relationship of good faith

The Parties shall, during the term of this Contract, keep each other mutually informed as soon as possible of any event or information about which the Party which becomes aware thereof should reasonably consider that it is an event or information likely to have an unfavourable effect on the performance, by the other Party, of its obligations.

ARTICLE 12. APPLICABLE LAW – SETTLEMENT OF DISPUTES

This Contract shall be governed by Belgian law.

Any dispute related to the conclusion, validity, interpretation, performance or termination of the Contract, as well as any dispute concerning or relating to the Contract, shall, without any exception, fall within the exclusive jurisdiction of the courts and tribunals of the Brussels judicial district, to the exclusion of all other judicial or administrative bodies.

ARTICLE 13. ENTRY INTO FORCE AND TERM OF THE CONTRACT

This Contract is entered into for an indefinite period and shall come into force as from the signature of the Contract by the two Parties.

Either Party may at any time terminate the Contract early, unilaterally and without prior judicial approval, without having to state reasons or to fulfil any formalities other than those expressly stipulated in this Contract. The termination of the Contract shall take effect ninety (90) days after the Party terminating the Contract has served written notice by registered letter with acknowledgement of receipt of its intention to terminate the Contract.

Notwithstanding the foregoing, either Party may terminate the Contract with immediate effect, unilaterally, and without prior judicial approval, if it can show that the other Party has not fulfilled its obligations and remains in default of its obligations thirty (30) days after being served written notice by registered letter with acknowledgement of receipt.

Notwithstanding the foregoing, either Party may terminate the Contract with immediate effect, unilaterally and without prior judicial approval by serving relevant written notice by registered letter if it can show that an important and detrimental change has been made to the legal status, legal structure, activities, management or financial situation of the other Party, which reasonably leads to the conclusion that the provisions of the Contract can no longer be complied with.

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Initials on behalf of the Client:

Any termination shall be without prejudice to any other remedy which the Party not at fault may seek with regard to the defaulting Party, including the right to claim damages. In case of termination by either Party, the Client shall take the necessary actions, in particular to have the consequences of the termination take effect on the third parties affected by the provision of a Service.

Signed in two (2) original counterparts in Brussels, each Party acknowledging receipt of a signed original counterpart of the Contract.

Elia System Operator NV/SA, represented by:

[•][•]
Key Account Manager
Date:

David Zenner
Customer Relations Manager
Date:

[•••], represented by:

[•][•]
[•]
Date:

[•][•]
[•]
Date:

ANNEXES

- Annex 1 Description of the Services for the provision of non-aggregated data to the Client
- Annex 2 Description of the Services for the provision of aggregated data to the Client
- Annex 2bis Description of the metering equipment and equations for the provision of customised aggregations to the Client
- Annex 3 Description of the Services for the provision of aggregated or non-aggregated data to market players specified by the Client and provision of specific reports
- Annex 4 Description of the Service for the allocation of EAN codes on behalf of the Client
- Annex 5 Description of the Services for the provision of remote pulses
- Annex 6 Description of the Services for the management of meters and identification of the meters
- Annex 7 Contact persons
- Annex 8 Third party's consent for the provision of metering data to the Client and Elia on the basis of meters belonging to the third party

ANNEX 1 – SERVICES FOR THE PROVISION OF NON-AGGREGATED DATA TO THE CLIENT

SERVICE 1.1: MONTHLY, DAILY OR NEAR-REAL-TIME PROVISION OF NON-AGGREGATED DATA

Description of the Service

The Service for the provision of non-aggregated data by Elia on a monthly, daily or near-real-time basis consists of providing the Client with quarter-hourly metering data acquired by Elia. These acquisitions may come from metering systems or from the integration of real-time metering, and are based on time intervals of 15 minutes.

The Client may opt for one or more of the following provision frequencies:

- Near-real-time (NRT) provision including:
publication of non-validated data, every quarter-hour, a few minutes after the end of the quarter-hour.

In practice, a daily report is published every quarter-hour: this contains the values for each quarter-hour that has already expired that day. The new data are added a few minutes after the end of each quarter-hour. Any quarter-hour that has not yet expired or is unavailable at the time of publication has the invalid zero value '0;I'.

Since only values available in real time at the desired point can be published, in case of technical problems the lost values will be lost forever. In such a case, the reports will continue to be published but with invalid zero values '0;I'.

- Daily provision including:
 - daily publication of non-validated data for the current month;
In practice, a monthly report is published every day: this contains the values for each quarter-hour available since the start of the month. Any unavailable quarter-hour has the value '0;I'.
 - daily updates of non-validated data for the previous month, during the first X-1 days of the current month;
 - publication of validated data for the previous month on the Xth day of the current month (where X is an agreed date – usually the 10th calendar day).
- Monthly provision including:
publication of data for the previous month on an agreed date (usually the 10th calendar day of the current month).

Data accuracy and validation

The accuracy depends on the metering equipment. In the case of a metering system the accuracy may be as high as 0.2% (depending on the class of the meter and the current and voltage transformers), whereas in the case of real-time metering (or the integration thereof) the accuracy is around 2%.

The level of validation depends on the type of acquisition (metering systems included in Elia's access register, Client metering data or integration of real-time metering) and the time when the file is published.

For metering systems included in Elia's access register, the data are deemed to be 95% validated on M+4WD (i.e. the 4th working day of the following month) and 100% validated on M+10CD (i.e. the 10th calendar day of the following month). Integrations of real-time metering are never validated.

How to access the data

The data are provided to the Client in electronic format via the standard communication protocols and file formats. These are listed and described in detail on the Elia website (www.elia.be).

To access its personal (protected) environment containing the published data, the Client must have an EIC code, a User ID and a password, provided by Elia.

The access application forms and the procedure for accessing the data are available on the Elia website (www.elia.be).

Price of the Service (index Januari 2017)

The price of this Service is a multiple of the number of time series made available.

- a) Near-real-time (NRT) provision
 - €2.825,00 per time series per year.
 - $2.825/12 = €235,42$ per acquisition per month.
- b) Daily provision
 - €222,00 per time series per year.
 - $222/12 = € 18,50$ per time series per month.
- c) Monthly provision
 - €100,00 per time series per year.
 - $100/12 = €8,33$ per time series per month.

The Client will also be charged Service activation fees of €2.500,00¹.

¹ The activation fees are a one-off payment charged when the Service is set up.

The addition or removal of a time series within the same Service is not considered as a Service activation.

List of data supplied

The Parties expressly agree that this Service shall apply exclusively to the following metering points:

Description of the data	Name of the data	EAN	Daily publication: M+1CD, M+4WD, M+10CD, M+10WD Monthly publication: D+1 to: M+4WD, M+10CD, M+10WD Near-real-time (NRT) publication	Metering data: ACI, ACO, AGI, AGO, AI, AO, CCI, CCO, CI, CO, ICI, ICO, IO, II	Metering system (C) / Integrated telemetry (TM)	Start date of provision	End date of provision

Used abbreviations

<u>Abbreviations</u>	<u>Description</u>
ACI	Active Compensated energy Incoming = Active net compensated energy in the direction Elia ← GU (Injection by grid user)
ACO	Active Compensated energy Outgoing = Active net compensated energy in the direction Elia → GU (consumption by grid user)
AGI	Active Gross energy Incoming = Active gross local production of the grid user
AGO	Active Gross energy Outgoing = Active gross consumption of the grid user
AI	Active non compensated energy Incoming = Active net non-compensated energy in the direction Elia ← GU (Injection by grid user)
AO	Active non compensated energy Outgoing = Active net non-compensated energy in the direction Elia → GU (consumption by grid user)
CCI	Capacitive Compensated energy Incoming = Capacitive net compensated energy when active is in the direction Elia ← GU (Injection by grid user)
CCO	Capacitive Compensated energy Outgoing = Capacitive net compensated energy when active is in the direction Elia → GU (Consumption by grid user)
CD	Calendar Day
CI	Capacitive non compensated energy Incoming = Capacitive net non-compensated energy when active is in the direction Elia ← GU (Injection by grid user)
CO	Capacitive non compensated energy Outgoing = Capacitive net non-compensated energy when active is in the direction Elia → GU (Consumption by grid user)
ICI	Inductive Compensated energy Incoming = Inductive net compensated energy when active is in the direction Elia ← GU (Injection by grid user)
ICO	Inductive Compensated energy Outgoing = Inductive net compensated energy when active is in the direction Elia → GU (Consumption by grid user)

IO	Inductive non compensated energy Outgoing = Inductive net non-compensated energy when active is in the direction Elia → GU (Consumption by grid user)
II	Inductive non compensated energy Incoming = Inductive net non-compensated energy when active is in the direction Elia ← GU (Injection by grid user)
M	Month = month for which the data are provided
WD	Working Day

SERVICE 1.2 – REAL-TIME PROVISION OF TELEMETERING AND/OR REMOTE SIGNALLING NON-AGGREGATED

Description of the Service

The Service for the provision of telemetering and/or remote signalling by Elia consists of providing the Client with telemetering and/or remote signalling data in real time via a TASE 2 connection between the Client's control system and Elia's control system.

This gives the Client access to telemetering and/or remote signalling data used by Elia's dispatching centre.

Data accuracy and validation

The accuracy depends on the metering equipment used. For real-time metering, the accuracy is around 2%.

Real-time metering is never validated.

How to access the data

As soon as a Contract proposal is communicated to the Client for the proposition of the real-time delivery Service, the Client can contact Elia who shall in practice concretely implement the concerned data exchange, in the framework of the Service, once the Contract is effectively concluded.

By way of exception to the defined contact persons of Elia such as they are listed in Annex 7, the email address and the title of the mail communication which are to be used are the following : ServiceExpIDB@elia.be, « ICCP - Data exchange request ». The mail must explicitly mention that the request for data exchange concerns the implementation of a new ICCP link or concerns the addition of data on an existing link. The mail shall also explicitly describe the need to which the request for data exchange relates.

Every communication or request for changes related to existing data exchanges must also be carried out by using the following email address and title of the mail communication: ServiceExpIDB@elia.be, « ICCP - Data exchange request ».

Price of the Service (price index January 2017)

The price of this Service is a multiple of the number of time series made available.

- €3.025,00 per time series per year.
- 3.025/12 = €252,08 per time series per month.

The Client will also be charged Service activation fees of €7.500,00².

² The activation fees are a one-off payment charged when the Service is set up.

The addition or removal of a time series within the same Service is not considered as a Service activation.

Provision of Services Contract – Annex 1.2

1/42

Contract reference:

M-CCN-YY-ZZ

Date:

Client: Client_Real_Name

Initials on behalf of Elia:

Initials on behalf of the Client:

List of data supplied

The Parties expressly agree that this Service shall apply exclusively to the following metering points:

Description of the metering points (Substation/Voltage/Field/Object)	Name of metering or signalling	EAN code	Telemetry (TM) / Remote signalling (TS)	Start date of provision	End date of provision

ANNEX 2 – SERVICES FOR THE PROVISION OF AGGREGATED DATA TO THE CLIENT

SERVICE 2.1: MONTHLY, DAILY OR NEAR-REAL-TIME PROVISION OF AGGREGATED DATA

Description of the Service

The Service for the provision of aggregated metering data by Elia on a monthly, daily or near-real-time basis consists of providing the Client with quarter-hourly metering data aggregated by Elia.

These data aggregations may be:

- *Standard*: i.e. defined under a regulated contract. This is the case with, for example, an access point, delivery point, interconnection point, etc.
Customised: performed based on equations drawn up by the Client and included in Annex 2bis. In the case of customised aggregations, Elia must have the metering acquisitions in its own database. They must therefore be directly acquired by Elia or received from the Client according to the standard data exchange protocols.

The Client may opt for one or more of the following provision frequencies:

- Near-real-time (NRT) provision including:
publication of non-validated data, every quarter-hour, a few minutes after the end of each quarter-hour.

In practice, a daily report is published every quarter-hour: this contains the values for each quarter-hour that has already expired that day. The new data are added a few minutes after the end of each quarter-hour. Any quarter-hour that has not yet expired or is unavailable at the time of publication has the invalid zero value '0;I'.

Since only values available in real time at the desired point can be published, in case of technical problems the lost values will be lost forever. In such a case, the reports will continue to be published but with invalid zero values '0;I'.

- Daily provision including:
 - daily publication of non-validated data for the current month;
In practice, a monthly report is published every day: this contains the values for each quarter-hour available since the start of the month. Any unavailable quarter-hour has the value '0;I'.
 - daily updates of non-validated data for the previous month, during the first X-1 days of the current month;
 - publication of validated data for the previous month on the Xth day of the current month (where X is an agreed date – usually the 10th calendar day).
- Monthly provision including:
a single publication of data from the previous month on an agreed date (usually the 10th calendar day of the current month).

Data accuracy and validation

Services Provision Contract – Annex 2

M-CCN-YY-ZZ

Date:

Initials on behalf of Elia:

1/42

Contract reference:

Client: Client_Real_Name

Initials on behalf of the Client:

The accuracy of an aggregation depends on the number of acquisitions included in the equation and on their accuracy. More information about the accuracy of acquisitions of metering systems and real-time metering can be found in Annex 1 of this Contract.

The validation level of an aggregation depends on the validation level of the acquisitions included in the equation and on the time when the file is published. More information about the validation of acquisitions of metering systems and real-time metering can be found in Annex 1 of this Contract.

How to access the data

The data are provided to the Client in electronic format via the standard communication protocols and file formats. These are listed and described in detail on the Elia website (www.elia.be).

To access its personal (protected) environment containing the published data, the Client must have an EIC code, a User ID and a password, provided by Elia.

The access application forms and the procedure for accessing the data are available on the Elia website (www.elia.be).

Price of the Service (price index january 2017)

The price of this Service is a multiple of the number of time series made available.

- a) Near-real-time (NRT) provision
 - €3.200,00 per time series per year.
 - $3.200/12 = €266,67$ per time series per month.

- b) Daily provision
 - €420,00 per time series per year.
 - $420/12 = €35,00$ per time series per month.

- c) Monthly provision
 - €300,00 per time series per year.
 - $300/12 = €25,00$ per time series per month.

The Client will also be charged Service activation fees of €2.500,00³.

³ The activation fees are a one-off payment charged only when the Service is set up.

The addition or removal of a time series within the same Service is not considered as a Service activation.

List of data supplied

The Parties expressly agree that this Service shall apply exclusively to the following aggregations:

Description of the data	Name of the data	EAN	Daily publication: M+1CD, M+4WD, M+10CD, M+10WD Monthly publication D+1 to: M+4WD, M+10CD, M+10WD Near-real-time (NRT) publication	Metering data: ACI, ACO, AGI, AGO, AI, AO, CCI, CCO, CI, CO, ICI, ICO, IO, II	Start date of provision	End date of provision

Used abbreviations

<u>Abbreviations</u>	<u>Description</u>
ACI	Active Compensated energy Incoming = Active net compensated energy in the direction Elia ← GU (Injection by grid user)
ACO	Active Compensated energy Outgoing = Active net compensated energy in the direction Elia → GU (consumption by grid user)
AGI	Active Gross energy Incoming = Active gross local production of the grid user
AGO	Active Gross energy Outgoing = Active gross consumption of the grid user
AI	Active non compensated energy Incoming = Active net non-compensated energy in the direction Elia ← GU (Injection by grid user)
AO	Active non compensated energy Outgoing = Active net non-compensated energy in the direction Elia → GU (consumption by grid user)
CCI	Capacitive Compensated energy Incoming = Capacitive net compensated energy when active is in the direction Elia ← GU (Injection by grid user)
CCO	Capacitive Compensated energy Outgoing = Capacitive net compensated energy when active is in the direction Elia → GU (Consumption by grid user)
CD	Calendar Day
CI	Capacitive non compensated energy Incoming = Capacitive net non-compensated energy when active is in the direction Elia ← GU (Injection by grid user)
CO	Capacitive non compensated energy Outgoing = Capacitive net non-compensated energy when active is in the direction Elia → GU (Consumption by grid user)
ICI	Inductive Compensated energy Incoming = Inductive net compensated energy when active is in the direction Elia ← GU (Injection by grid user)
ICO	Inductive Compensated energy Outgoing = Inductive net compensated energy when active is in the direction Elia → GU (Consumption by grid user)

IO	Inductive non compensated energy Outgoing = Inductive net non-compensated energy when active is in the direction Elia → GU (Consumption by grid user)
II	Inductive non compensated energy Incoming = Inductive net non-compensated energy when active is in the direction Elia ← GU (Injection by grid user)
M	Month = month for which the data are provided
WD	Working Day

SERVICE 2.2 – REAL-TIME PROVISION OF AGGREGATED DATA

Description of the Service

The Service for the provision of real-time data by Elia consists of providing the Client with data aggregated by Elia in real time via a TASE 2 connection between the Client's control system and Elia's control system.

These data aggregations are performed based on equations drawn up by the Client and included in Annex 2bis.

To this end, Elia must have the necessary equipment to enable it to acquire in real time the various terms of the equation specified by the Client.

Data accuracy and validation

The accuracy of an aggregation depends on the number of acquisitions included in the equation and on their accuracy. More information about the accuracy of real-time metering can be found in Annex 1 of this Contract.

Like acquisitions, real-time aggregations are never validated.

How to access the data

As soon as a Contract proposal is communicated to the Client for the proposition of the real-time delivery Service, the Client can contact Elia who shall in practice concretely implement the concerned data exchange, in the framework of the Service, once the Contract is effectively concluded.

By way of exception to the defined contact persons of Elia such as they are listed in Annex 7, the email address and the title of the mail communication which are to be used are the following : ServiceExpIDB@elia.be, « ICCP - Data exchange request ». The mail must explicitly mention that the request for data exchange concerns the implementation of a new ICCP link or concerns the addition of data on an existing link. The mail shall also explicitly describe the need to which the request for data exchange relates.

Every communication or request for changes related to existing data exchanges must also be carried out by using the following email address and title of the mail communication: ServiceExpIDB@elia.be, « ICCP - Data exchange request ».

Price of the Service (price index January 2017)

The price of this Service is a multiple of the number of time series made available.

a) Real-time provision:

- €3.400,00 per time series per year.
- $3.400/12 = €283,33$ per time series per month.

The Client will also be charged Service activation fees of €7.500,00⁴.

⁴ The activation fees are a one-off payment charged only when the Service is set up. The addition or removal of a time series within the same Service is not considered as a Service activation.

List of data supplied

The Parties expressly agree that this Service shall apply exclusively to the following aggregations:

Description of the metering points (Substation/Voltage/Field/Object)	Name of metering or signalling	EAN code	Description of telemetering/remote signalling provided	Start date of provision	End date of provision

ANNEX 2Bis - DESCRIPTION OF THE METERING EQUIPMENT AND EQUATIONS FOR THE PROVISION OF CUSTOMISED AGGREGATIONS TO THE CLIENT

This section should only be completed for customised aggregations not defined in a contract approved by the relevant regulator(s).

If the Service is being provided to the same Client for several customised aggregations, a separate Annex must be filled out for each of these customised aggregations.

[Name of customised aggregation]
EAN of customised aggregation [•]

1. Description of metering installations

The metering equipment described in section(s) 1.1 [to 1.2] of this Annex is located in the following substation(s):

- [PU CODE + Display Name METER 1]

For sake of clarity, when appropriate, each metering point must also be mentioned on the single-line diagram appended to this Annex.

Metering group no. 1: Reference DisplayName1 [EAN MeteringPoint]

1.1.1. Current and voltage transformers

Type of metering transformer	Specifications/Minimum technical requirements	Ownership
Current transformer	[•]/[•] A	[•]
Voltage transformer	[•] V/√3 – [•] V/√3	[•]

1.1.2. Metering installations

Type of equipment	Properties	Ownership
Meter	Power meter [•] Category: [•] Serial number: [•]	[•]
Datalogger	Datalogger [•] Serial number: [•]	[•]

1.1.3. Repatriation of metering data

Type of equipment	Phone no.	SIM card no.	Entry no.	Direction	Mnemonic
Meter	[•]	[•]	N/A	Active +	[•]

				Active -	
Datalogger	[•]	[•]	1	Active +	[•]
				Active -	
			2	Active +	[•]
				Active -	
GSM modem	[•]	[•]	N/A	Active +	[•]
				Active -	

NB: Active + corresponds to the positive direction of the active energy as indicated on the single-line diagram.

2. Calculation method

The metering equation(s) used as the basis for establishing the customised aggregation [Name of customised aggregation] is (are) described below. All calculations are made every quarter of an hour.

Metering equation

$$[\bullet] = [\bullet] + [\bullet]$$

The Client declares that the metering equation is valid for the normal operational topology of the site(s) concerned. Conditional equations, i.e. equations that depend on the topology, shall not be used. Should it prove necessary to amend the operational topology, impacting the metering equation, the Client shall inform Elia immediately so that the required adjustments may be made to the metering equation.

3. Terminology and abbreviations used

<u>Term</u>	<u>Description</u>
Mnemonic	A mnemonic is an identifier 6 characters long that is used to identify a series of energy measurements taken every quarter of an hour. An energy measurement is either a measured value (acquisition mnemonic), or a computed value (e.g. a billing mnemonic).

<u>Abbreviation</u>	<u>Description</u>
EAN	International Article Number
PU	Substation Voltage
GU	Grid User

ANNEX 3 - SERVICES FOR THE PROVISION OF AGGREGATED DATA TO MARKET PLAYERS SPECIFIED BY THE CLIENT AND PROVISION OF SPECIFIC REPORTS

SERVICE 3.1 – PROVISION TO SUPPLIERS, ACCESS RESPONSIBLE PARTIES AND USERS OF THE CLOSED DISTRIBUTION SYSTEM

Description of the Service

The Client, in its capacity as a closed distribution system operator, is responsible for managing the access register for its closed distribution system and allocating energy between each of the access responsible parties active in that closed distribution system, in accordance with the applicable regulations and the rules set out in the access contract.

The Client communicates to Elia the aggregated or non-aggregated metering data relating to (virtual or real) access and delivery points, according to the timetables, protocols and formats for data exchange described in the document "Metering data exchange for CDS Operator", which is available on Elia's website (www.elia.be) and provided to the Client, in its capacity as a closed distribution system operator, prior to commencement of the Contract.

Elia will make the data available to the access responsible parties, suppliers and users of the closed distribution system of which the Client is the operator, as indicated in this Annex, according to the Elia standard agreed with them, provided that Elia has actually received the data from the closed distribution system operator. Elia communicates the relevant allocation data (non-validated in the case of daily frequency, and validated in the case of monthly frequency) to the market players concerned, as described in the document "Metering data exchanges for CDS Operator", which is available on Elia's website (www.elia.be).

For verification purposes, Elia also returns to the Client the data supplied to market players, within the same time frame used for transmission of the data to the market players concerned. Elia also includes the relevant metering data within the overall balance area of the access responsible parties concerned.

Identification of access points to the closed distribution system to which the Services pertain

This Annex 3 forms an integral part of the Contract with reference [•] between Elia and the Client:

Company	[•]
Head office address	[•]
Company registration number	[•]
Represented by	[•]
Position	[•]
Tel.	[•]
Fax	[•]
Email	[•]

Elia access point(s) (EAN code)	Elia access point(s) (Grid User _ Site)

Address + post code	

Pursuant to Article 5 of the Contract, the Client must communicate the information below to Elia for each (virtual or real) access and delivery point to the closed distribution system.

The same data format is used when the Client wishes to add or remove one or more (virtual or real) access and delivery points to the closed distribution system, or when it wishes to modify any other of these data.

EAN of the (virtual or real*) CDS access and delivery points	Name of the (virtual or real*) CDS access and delivery points	Supplier/autoproducer (GLN code)	ARP (GLN code)	Start date	End date	Name of the CDS user concerned*

* If the user of the closed distribution system is named, it means that the CDS access point is real. Consequently, the EAN indicated for that CDS access point must be the EAN indicated in the Client's access register.

Price of the Service (price index January 2017)

The Client will pay Elia the sum indicated below:

- €20.400,00/year for the Service of managing five (virtual or real) access or delivery points to the closed distribution system. This price is for a single site (in the event that the closed distribution system operator is the designated operator of more than one closed distribution system).
- Supplement of €1.020 ,00/year, with index, for the Service of managing per additional (virtual or real) access or delivery points.

The maximum number of additional (virtual or real) access or delivery points is 15.

The Client will also be charged Service activation fees of €5.000,00⁵.

⁵ The activation fees are a one-off payment charged only when the Service is set up.

The addition or removal of an access or delivery point within the same Service is not considered as a Service activation.

SERVICE 3.2 – PROVISION OF SPECIFIC REPORTS

Description of the Service

This Service consists of reporting data to one or more regulators on behalf of the Client in its capacity as a closed distribution system operator. The types of report and the frequency with which they are sent are customised according to the regulators specifications or specifications fixed bilaterally between Elia and the Client.

The Client communicates to Elia the data useful to the achievement of this specific reporting and designates a contact person within the organization of the Client (the Closed Distribution System Operator) for the follow-up of such data reporting Service.

The Client can only access this Service if it also avails itself of the Services for the provision of aggregated or non-aggregated data to market players specified by the Client.

Price of the Service (price index January 2017)

- Set up of a new specific report (the data of which covers a maximum of one year): €1000,00
- Sending of a pre-establish report : €500,00/sending

ANNEX 4 - SERVICE FOR THE ALLOCATION OF EAN CODES ON BEHALF OF THE CLIENT

Description of the Service

If the Client does not have EAN codes to uniquely identify a metering system included in Annex 1, a customised aggregation included in Annex 2, or an access or delivery point within the closed distribution system, Elia will create a unique 18-digit identification code called an EAN code on behalf of the Client.

<u>Type of data</u> (access point, metering point, aggregation, etc.)	<u>Name of the data</u>	<u>EAN code</u> (allocated by Elia)

Price of the Service (price index January 2017)

The price of this Service is a multiple of the number of codes generated by Elia and allocated to the Client: €50,00 per code.

ANNEX 5 - PROVISION OF METERING PULSES

Description of the Service

The Service for the provision of metering pulses consists of Elia providing the 'pulses' for the metering readings on the meters it manages. These pulses are electrical signals emitted by a meter which are sent to the Client via a conductor or a remote transmission system. Each of these signals corresponds to an active or reactive energy unit. These pulses enable the Client to access its gross consumption and generation data in real time.

Elia makes these metering readings available at the metering terminal. Leasing and/or installation of the conductor is not included in the price. Installation can be undertaken on the basis of an offer.

The Parties expressly agree that this Service shall apply exclusively to the following metering points:

Description of the meter (Substation/Voltage/ Field)	Name of the meter	EAN	Metering data (A+/A- /C+/C-/I+/I-)	Transmission of pulses via the Elia infrastructure (Y/N)

Used abbreviations

<u>Abbreviations</u>	<u>Description</u>
A+	positive active energy
A-	negative active energy
I+	positive inductive energy
I-	negative inductive energy
C+	positive capacitive energy
C-	negative capacitive energy

Price of the Service (price index January 2017)

The price of this Service is a multiple of the number of remote pulse outputs per year.

Additional remote pulse outputs are provided at the following prices:

- €1.400,00/year, per output of metering pulses, for every other party than the relevant Grid User as described in Annex 8.

- $1.400/12 = \text{€}166,67/\text{month}$, per output of meteringpulses, for every other party than the relevant Grid User as described in Annex 8.

ANNEX 6 - MANAGEMENT AND MAINTENANCE OF METERS: IDENTIFICATION OF THE METERS CONCERNED

List of meters

Description of the meter (substation/voltage/field)	Name of the meter	Type of meter	Serial number of the meter	Function (main/control)	Metering data (A+/A-/C+/C-/I+/I-)	Start date of management	End date of management

Used abbreviations

<u>Abbreviations</u>	<u>Description</u>
A+	positive active energy
A-	negative active energy
I+	positive inductive energy
I-	negative inductive energy
C+	positive capacitive energy
C-	negative capacitive energy

Price for management and maintenance of the meters (price index January 2017)

The price for managing and maintaining the meters is: €700,00 per year per metering installation.

ANNEX 7 CONTACT PERSONS

FOR THE CLIENT	
Contact person for Contractual Relations	
Title:	Mr / Ms (suppress what is not applicable)
Name and Surname:	
Language ⁶ :	Dutch/French/English (suppress what is not applicable)
Function:	
Address:	
Tel.:	
Mobile:	
E-mail:	
Metering/Data Exchange	
Contact person	
Title:	Mr / Ms (suppress what is not applicable)
Name and Surname:	
Language ⁶ :	Dutch/French/English (suppress what is not applicable)
Function:	
Address:	
Tel.:	
Mobile:	
E-mail:	
Set-up of data exchange	
Company:	Client_Real_Name
Address:	Address
VAT number:	VAT
Invoicing	
1. Company to invoice:	

⁶ Preferred language of individual communication

Name and legal form:	
VAT number:	
Company number:	
Address of registered office:	
2. Sending of the invoice – Details of the company	
a. Details of the company	
Name and legal form:	
VAT number :	
Company number:	
Address of registered office:	
b. Sending of the invoice	
Address for sending:	
c. Contact person	
Title:	Mr / Ms (suppress what is not applicable)
Name and Surname:	
Language ⁷ :	Dutch/French/English (suppress what is not applicable)
Function:	
Address:	
Tel.:	
Mobile:	
E-mail:	

Remark:

- a) **When an electronic invoice is preferred, the document 'Acceptance of Electronic Invoices' (communicated on request) has to be fulfilled.** In this case, every invoices shall be sent electronically to the company to invoice.

FOR ELIA SYSTEM OPERATOR	
Contact person for Contractual Relations	
Name:	KAM

⁷ Preferred language of individual communication

Address:	Keizerslaan/Boulevard de l'Empereur 20, 1000 Brussels
Tel.:	+32 2 546 xx xx
Fax:	+32 2 546 70 03
Email:	KAM email
Contact person for Metering/Data Exchange	
Name:	Metering Services
Address:	Keizerslaan/Boulevard de l'Empereur 20, 1000 Brussels
Tel.:	+32 2 546 74 11
Fax:	+32 2 546 72 40
Email:	metering.services@elia.be
Invoicing	
Contact person	
Name:	Settlement Services
Tel.:	+32 2 546 74 74
Fax:	+32 2 382 74 64
Email:	settlement.services@elia.be
Invoicing address	
Company:	Elia System Operator NV/SA
Address:	Keizerslaan/Boulevard de l'Empereur 20, 1000 Brussels, Belgium
VAT number:	BE 0476.388.378

Date:

Client's signature:

ANNEX 8 – GRID USER'S CONSENT TO PROVIDE THE CLIENT WITH METERING DATA BELONGING TO THE GRID USER

The company [Grid user] authorises Elia System Operator NV/SA to provide the following Metering Services to the company [Client] under the conditions stipulated in the Metering Data Provision Contract:

1. Provision of metering data on a daily or monthly basis
2. Provision of near-real-time metering data
3. Provision of telemetering and/or remote signalling
4. Provision of remote pulses
5. Provision of other data

for the following metering points:

Name of the access point	Access point EAN code	Description of commercial metering point	Commercial metering point EAN code	Metering data (Active/Reactive)	Metering Services	Start date of provision	End date of provision

[Grid user] may at any time withdraw its consent regarding one or more metering points or all the metering points, subject to serving a period of notice of at least one (1) month, the end whereof must coincide with the end of a calendar month. The relevant notice must be served by registered letter to both Elia System Operator and [Client].

Drawn up in two original counterparts at _____, on _____.

For agreement,

Provision of Services Contract – Annex 8
Date:

4/42

Contract reference: M-CCN-YY-ZZ
Client: Client_Real_Name

Initials on behalf of Elia:

Initials on behalf of the Client:

[Grid user]

Name:

Date:

Signature: