GENERAL CONDITIONS APPLICABLE TO EEX GROUP DATASOURCE PRODUCTS

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Document History

Version	Date	Changes
1	25.06.2019	
2	01.11.2019	Material changes throughout the document – see Markup version
2.1	14.02.2020	Editorial changes throughout the document
3	01.09.2020	- Removal of unused definitions - Clarification brought to the following definitions • Derived Data • Internal and External Usage • Reverse Engineering • User - Review and clarification of the following Sections • Sections 3.1.3 and 3.1.4 • Section 4.2.1 • Sections 4.2.2.7 and 4.2.2.8 • Section 4.2.4 • Section 4.6
4	30.04.2021	Editorial and clarification changes throughout the document
5	28.09.2022	Editorial and clarification changes throughout the document, adjustment of the dunning process in section 4.3.10 to 4.3.12 including a new 4.2.2.10
6	01.11.2023	- Change in Definitions • Financial Product • Index • White Labelling Partners - Changes in Section 3.1 (Definition and Scope) and Section 3.2 (Usage of Licensed EEX Group DataSource Product) • Amendments to Section 3.1.6 • Amendments to Section 3.2.3 - Other rights for EEX added as Section 4.1.3 - Changes in Sections 4.2.2 (Remuneration): Overall editorial and clarification changes throughout the Section. - Changes in Sections 4.2.3 (Reporting) - Change in Section 5.2 (Changes) - Non-Material Editorial clarification made throughout the document

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7	01.11.2024	- Changes definition of *Licensed EEX Group DataSource Product* and other definitions related to Trading Usage - Section 2.7: Administration of unused accounts - Section 3.1.3: Addition of Trading Usage - Section 4.4: Review of Reporting policy - Section 5.2: • Editorial changes • New Section on additional content
8	01.11.2025	- New Definitions: Artificial intelligence and Simulation Environment - Section 3.1.3 Trading Usage - Section 3.2.3 - Usage of Licensed EEX Group DataSource Product for Artificial Intelligence (AI) - Section 4.2.1.2: Editorial changes - Section 4.2.2 Rights and obligations related to the Trading Usage of EEX Group DataSource Product - Amendment to Section 4.3.10 - Amendment to Section 4.4.3 - New Section 5.1.5 - Amendment to Section 5.1.6 - Amendment to Section 6.2.3

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9	01.11.2026	- Terminology change throughout the document: "Usage" replaced by "Use" in all licence-type names (Internal, External, Trading) and in related generic references (e.g. "usage right" replaced by "use right", "type of usage" replaced by "type of use") - Correction of Table of Contents (Sections 4.4 onwards aligned with body numbering) - Non-material editorial corrections throughout the document (e.g. typographical errors, capitalisation, grammar) - Editorial clarifications throughout the document, including correction of binding language in Section 4.1.1.2, updated technical references in Section 4.2.1.4, and clarification of scope in Section 4.5.5 - New Definitions: Artificial Intelligence Solution (replaces previous definition of Artificial Intelligence Solutions), Fine-Tuning, Model Training, Price List, Trading Use - Change in Definition of Effective Date (addition of Trading Use) - Change in Definition of External Use (reference to sub-types added) - Amendment to Section 2.4 (Price List as default reference for prices) - Section 3.2.3 replaced by cross-reference to new Section 3.3 - New Section 3.3 (use of Licensed EEX Group DataSource Products for Artificial Intelligence: assignment to use types based on output, output classification, internal controls, third-party provider obligations, technical compliance measures, AI output labelling, model distribution, AI-specific reporting and post-termination obligations) - Amendment to Sections 4.3.1 and 4.3.2 (Price List applicable to Internal Use, External Use and Trading Use; applies to all Contracting Parties unless individually notified otherwise) - Amendment to Section 4.3.4 (reference to Price List tiers) - Amendment to Section 4.3.14 (Price List changes subject to sixty days' notice and extraordinary termination right) - Amendments to Sections 4.3.10, 4.3.11, 4.5.1 and 4.5.2 (e-invoicing: invoice format, transmission channel and related Contracting Party obligations in accordance with applicable laws and regulations) - Deletion of Section 4.6.5 (outdated reference to Standard Contractual Clauses; GDPR obligations apply directly); corresponding reference in Section 2.1 updated - Amendment to Section 6.6.3 (dynamic reference to cover page date and replacement of previous versions effective 1 January of the following calendar year)

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The following General Conditions shall apply to purchases of EEX Group DataSource Products on webshop.eex-group.com (the "**Webshop**") or through any other means, and to any form of use of EEX Group DataSource Products.

By purchasing any EEX Group DataSource Product, you agree to be bound by these General Conditions, which may be supplemented by Specific Conditions, to be entered into either via the Webshop or any other written or electronic means. Specific Conditions may complement or deviate from these General Conditions and – in the event of conflict – shall take precedence over these General Conditions.

The EEX Group DataSource Products are provided by the European Energy Exchange AG, a privately owned stock corporation established under the Laws of the Federal Republic of Germany, having its registered office at Augustusplatz 9, 04109 Leipzig/ Germany, and being registered with the Commercial Register at the Local Court Leipzig, registration number HRB 18409 (hereinafter referred to as "**EEX AG**").

In these General Conditions, the term "**Contracting Party**" refers to the party registered in the Account for the purchase of EEX Group DataSource Products. It shall be a legal entity acting within the scope of its activities.

EEX AG and the Contracting Party shall be individually referred to as "**Party**" and collectively as "**Parties**".

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1. Definitions

Account
Account which allows a representative of the Contracting Party to purchase EEX Group DataSource Products through the Webshop.

Affiliated Company
Third-party-company which is directly or indirectly controlled by the Contracting Party, which directly or indirectly controls the Contracting Party or which is jointly directly or indirectly controlled, together with the Contracting Party, by the same parent company. With regard to the Contracting Party, it means any entity directly or indirectly controlling, controlled by or under common control with the Contracting Party (including its successors and assigns). Control is, in particular, deemed to exist in the event of a shareholding of more than 50 percent.

Additional Data
Additional Data shall be results of mathematical calculations based on commercial data or Transparency Data. Additional Data includes, in particular, indices.

API
Application Programming Interface, i.e. a communication channel based on formatted standardized messages to be used by the Contracting Party in order to send or retrieve data from trading systems. As an interface, it has to be linked to Application(s) developed by the Contracting Party.

Application
Software program to be developed at its own option by the Contracting Party or any other third party, enabling it to access and to give access to the API.

Artificial Intelligence Solutions
Artificial Intelligence Solutions means any software, model, system, application, tool or service that uses artificial intelligence or comparable automated techniques, including machine learning, deep learning, generative artificial intelligence, large language models, retrieval-augmented generation, embeddings or automated analytics, to process, analyse, retrieve, generate, predict, infer or otherwise derive output from data.

Audit
Inspection of the Contracting Party to ensure full compliance with their obligations.

Brokerage
Means all set of activities aiming at facilitating client trading activities, i.e. trading in another's name for the account of others or trading in own name for the account of others.

Contracting Party
The Party registered in the Account for the purchase of EEX Group DataSource Products. It shall be a legal entity acting within the scope of its activities.

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DataSource Service Agreement or Agreement
Consists of these General Conditions and the Order Recap as well as the paper form agreement and the Specific Conditions, if any, including all annexes attached thereto and addenda as well as amendments

Delayed Data
Data which is available for use with a time delay of more than fifteen (15) minutes after its creation.

Derived Data
Data created or derived by the Contracting Party or any other User from an EEX Group DataSource Product, if (i) the quotes, prices, turnover figures, indices or other data originally marketed by EEX AG can no longer be determined through calculation or automated process or (ii) the alteration is formed in a way that the derived data cannot be used instead of the quotes, prices, turnover figures, indices or other data originally marketed by EEX AG (i.e. as substitute). Derived Data shall not be considered an EEX Group DataSource Product.

Direct Electronic Access (DEA)
Agreement which does not focus on Order Routing and in the framework of which a Contracting Party as Exchange Member permits an Indirect Trading Participant to use the User ID of the Contracting Party so that it can forward orders directly to the T7 trading system electronically or register trades. Direct Electronic Access includes agreements which include the use of the technical access of the Contracting Party by an Indirect Trading Participant (Direct Market Access) and those agreements under which the technical access of the Exchange Participant is not used by it (Sponsored Access).

EEX Group DataSource Product
Quotes, prices, turnover figures, indices and other data marketed by EEX AG. Data created or derived from an EEX Group DataSource Product is still deemed to be an EEX Group DataSource Product if (i) the quotes, prices, turnover figures, indices or other data originally marketed by EEX AG can be determined through calculation or automated process and/or (ii) the alteration is formed in a way that the derived data can be used instead of the quotes, prices, turnover figures, indices or other data originally marketed by EEX AG (i.e. as substitute). In case of doubt, EEX AG determines at its sole discretion whether such data is an EEX Group DataSource Product within the meaning of (i) and/or (ii) above.

Effective Date
A DataSource Service Agreement regarding exclusive Internal Use will be effective when – following acceptance of the General Conditions by the Contracting Party – EEX AG accepts the order by email confirming that the order was successfully paid and that the EEX Group DataSource Product(s) is/are available to be delivered. A DataSource Service Agreement involving External Use will be effective on the date on which the DataSource Service Agreement is signed or entered into by any other means, unless another date is specified in the DataSource Service Agreement, in which case the specified date shall be the Effective Date. A DataSource Service Agreement involving Trading Use will be effective on the date on which the DataSource Service Agreement is signed or entered into by any other means, provided that the Contracting Party or its Affiliated Company holds an active Membership at the time of

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the order, unless another date is specified in the DataSource Service Agreement, in which case the specified date shall be the Effective Date.

End of Day Data
Aggregated trading data delivered at the end of each trading day.

Essential Contractual Obligations
Essential Contractual Obligations are those whose infringement jeopardizes the contractual purpose, or whose fulfilment enables proper implementation of the Agreement in the first place and on the compliance of which the other Party may regularly rely.

External Use
Onward dissemination of an EEX Group DataSource Product, in changed or unchanged form, or of Derived Data to Users, as further defined in Section 3.1.3. External Use comprises Commercial Use, Media Use and Scientific Use (each as defined in Section 3.1.3 b.).

Financial Product
Financial Product means (i) any financially settled contract the amount payable under which is determined in whole or in part, on the basis of one or more EEX Group DataSource Products; (ii) any contracts (including – without limitation – physically settled contracts) the amount payable under which is determined in whole or in part, on the basis of one or more EEX Group DataSource Products and which is traded on an exchange, trading venue or any other system or facility in which multiple third parties buying and settling trading interests are able to interact or through an systemic internaliser.

Fine-Tuning
The process of adapting a pre-trained Artificial Intelligence Solution by providing additional data to improve its performance for specific tasks or domains. Fine-Tuning does not create a new Artificial Intelligence Solution but adjusts an existing one.

Historical Data
Market Data until the 31 December of the previous year.

Index
Any figure (a) that is published or made available to the public and (b) that is regularly determined (i) entirely or partially by the application of a formula or any other method of calculation, or by an assessment; and (ii) in whole or in part, on the basis of one or more EEX Group DataSource Products.

Indirect Access
Means any agreement between the Contracting Party and its Subscribers that organise on Direct Electronic Access, Order Routing, or Other Electronic Access.

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Indirect Trading Participant
Users who electronically forward orders to a Contracting Party with these orders then being forwarded from the Contracting Party to the exchange with restricted human involvement or without human involvement, or who use a Direct Electronic Access.

Internal Use
The use of an EEX Group DataSource Products, in changed or unchanged form, takes place internally if the EEX Group DataSource Product is exclusively used by the recipient of the EEX Group DataSource Product concerned itself or its employees without any external onward dissemination to third parties or any other External Use. The right of Internal Use allows for the creation of Derived Data, but not its dissemination.

Licensed EEX Group DataSource Product
Aggregation of EEX Group DataSource Products for which the Contracting Party has been granted a use right. The type and scope of use permitted to the Contracting Party is determined by the DataSource Service Agreement.

Limited Distribution Right
Right to distribute insubstantial parts of the EEX Group DataSource Products that have no independent commercial value and are not automatically generated by machine or regularly created by an individual and made available on an infrequent basis to Users or any other third party.

Membership
A membership refers to the admission of the Contracting Party, or one of its Affiliated Companies, who has been admitted to the markets of EEX by EEX AG or EEX Asia (e.g. “exchange member”) or to the admission of as a member of ECC by ECC AG (e.g. “clearing member”) and whose admission is active.

Model Training
The process of building a new Artificial Intelligence Solution using datasets as primary training material. Model Training is distinct from Fine-Tuning and represents a more intensive use of the underlying data.

Personal Data
As defined under Article 4 of the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

Order Recap
Page in the Webshop or any other means showing the recap of the order of EEX Group DataSource Product at the end of the order process.

Order Routing System
Electronic order forwarding systems which are used by Contracting Parties to transmit orders, i.e. exclusively for the entry, modification and deletion of orders. Order Routing Systems may be connected to the Contracting Party Front-End System via a defined interface so that the orders transmitted via this system can be directly channelled into the EEX trading system.

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Other Electronic Access
Electronic Accesses are arrangements by which a Contracting Party grants its Subscribers electronic access to the trading systems of EEX that are not Direct Electronic Accesses or Order Routing System.

Price List
The list of services and prices of EEX AG available on the website https://www.eex.com/en/markets/trading-ressources/price-list.

Processor
A Processor is a natural or legal person, authority, institution or other body that processes personal data on behalf of EEX AG.

Property Right
Any intellectual property right throughout the world, in all media, now existing or created in the future, for all versions and elements, in any languages, and for the entire duration of such rights, arising under any applicable law, contract, or otherwise, and whether or not registered, registerable or perfected, including, but not limited to (a) rights in all inventions, discoveries, utility models, patents, reissues of and re-examined patents, or patent applications (wherever filed and wherever issued, including continuations, continuations-in-part, substitutes, and divisions of such applications and all priority rights resulting from such applications) now existing or hereafter filed, issued or acquired; (b) rights associated with works of authorship, including database rights, copyrights, moral rights, copyright applications, copyright registrations, synchronization rights, mask work rights, applications and registrations; (c) rights in computer software and programs, source codes, or business methods; (d) rights in materials; (e) rights associated with trademarks, service marks, trade names, internet domain names, logos, trade dress and the applications for registration and the registrations thereof; (f) rights relating to the protection of trade secrets, know-how and/or other confidential information; (g) design rights, whether registered or unregistered; (h) *sui generis* right on databases ("Property Rights") and any other (property) rights and/or legal protection by law, regulation or contract such as, but not exclusively, protection granted through unfair competition legislation.

Real-Time Data
Data which is available for use with a time delay of less than fifteen (15) minutes after its creation.

Remuneration
The remuneration to be paid to EEX AG in compensation for the use of a Licensed EEX Group DataSource Product.

Reporting
Transmission of information relevant for invoicing which the Contracting Party is required to perform.

Reverse Engineering
Process of extracting the underlying data/information used by EEX AG to calculate the EEX Group DataSource Product.

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Scientific Establishment
Contracting Party that is a university, higher education institution or research establishment and that has not as a substantial source of revenue commercial activities, such as consulting.

Simulation Environment
Digital environment created for the purpose of testing, analyzing and training different scenarios or processes.

Services
Access to EEX Group DataSource Product granted by EEX AG to the Contracting Party.

Service Provider
External service provider which provides services to the Contracting Party.

Specific Conditions
Specific terms and conditions to be entered into between EEX AG and the Contracting Party relating to the provision of certain EEX Group DataSource Products to the Contracting Party or types of External Use of the EEX Group DataSource Product by the Contracting Party.

Subscriber
A third party to which the Contracting Party disseminates an EEX Group DataSource Product or a Derived Data in the course of Commercial Use, as further defined in Section 3.1.3.

Subscriber Service Agreement
An agreement between the Contracting Party and its Subscribers which governs the use of a Licensed EEX Group DataSource Product.

Third-Party Rights' Holder
Third-party legal entity which owns the original copyrights and other intellectual property rights to a specific EEX Group DataSource Product.

Trading Use
Use of EEX Group DataSource Products for the exclusive purpose of trading and settlement with EEX AG. Trading Use is only permitted for a Contracting Party with an active Membership, or one of its Affiliated Companies. Trading Use comprises Trading as Principal, Brokerage and Indirect Access Use (each as defined in Section 3.1.3 c.).

User
Any Affiliated Company of the Contracting Party, a Service Provider, a Subscriber and employees thereof to whom/which the Contracting Party has provided access to an EEX Group DataSource Product.

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Vendor
Contracting Party of EEX AG which onward disseminates an EEX Group DataSource Product to Subscribers.

White Labelling
Offering of products and services of the Contracting Party under the name, logo, brand and/or layout of a third party.

White Labelling Partners
Subscribers, who have a contractual relationship with the Contracting Party in the framework of a White Labelling.

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2. General provisions

2.1 Use of the Webshop

All personal information that the Contracting Party provides when using the Webshop will be processed by EPEX SPOT SE as the operator of the Webshop in accordance with the EPEX SPOT SE Privacy Policy. Such information will also be processed by EEX AG in accordance with EEX AG Privacy Policy as further outlined in Sections 4.6.4.

By placing an order through this Webshop, you warrant that you are at least eighteen (18) years old and that you are capable of entering into legally binding contracts on behalf of your company.

2.2 Making a purchase / conclusion of the DataSource Service Agreement

Once the Contracting Party has submitted its order, EEX AG will send an email to the email address the Contracting Party has provided, acknowledging receipt of the order and setting out details of the ordered EEX Group DataSource Product(s). This email does not constitute an acceptance of the order – only an acknowledgement that EEX AG has received it. Once EEX AG has acknowledged receipt of the order, EEX AG will check the availability of the EEX Group DataSource Product.

The information on the Webshop does not constitute a binding offer to sell EEX Group DataSource Products described in the Webshop. A DataSource Service Agreement between the Contracting Party and EEX AG regarding exclusive Internal Use will be concluded and effective when – following the acceptance of the General Conditions – EEX AG accepts the order by email confirming that the order was successfully paid and that the EEX Group DataSource Product(s) is/are available to be delivered to the Contracting Party.

If the Contracting Party has ordered an EEX Group DataSource Product for the purpose of External Use, the conclusion of the DataSource Service Agreement may have to take place bilaterally, following the submission of the order via the Webshop.

In the event that the EEX Group DataSource Product the Contracting Party has ordered is unavailable, EEX AG will inform the Contracting Party thereof within seven (7) days of receiving the order and payment. EEX AG will, where possible, give the Contracting Party the option to order a different EEX Group DataSource Product of the same type or alternatively, to cancel the order. Should the Contracting Party opt to cancel the order, a full refund will be made.

2.3 Right to refuse or cancel an order

EEX AG reserves the right to decline the order, or any part thereof, in its sole discretion, at any time, even after EEX AG acknowledged receipt of the order or EEX AG received payment from the Contracting Party. If EEX AG declines the order after payment, EEX AG will refund to the Contracting Party any payment made.

The Contracting Party may not purchase any EEX Group DataSource Product from the Webshop for any use not specified in the DataSource Service Agreement. Without prejudice to Section 2.3, first sentence, EEX AG shall be entitled to cancel any order placed by the Contracting Party that EEX AG believes has been made for a purpose other than the ones specified in the DataSource Service

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Agreement. In such event, EEX AG reserves the right to refuse or cancel all subsequent orders from the Contracting Party. EEX AG also reserves the right to reject orders from any customer with whom EEX AG has an ongoing legal dispute regarding a prior order. EEX AG may cancel any order if EEX AG suspects any fraudulent activity and may refuse to process orders from customers with a previous fraudulent order history.

2.4 Prices

All prices shown in the Webshop are in Euros and exclusive of sales tax at the applicable rate.

The prices of the EEX Group DataSource Products are set out in the Price List. Where the DataSource Service Agreement provides for prices deviating from the Price List, the individually agreed prices shall prevail. In this regard, the Price List shall take precedence over any price displayed during the order process or captured in the Order Recap.

If an error is discovered in the price of any EEX Group DataSource Product the Contracting Party has ordered prior to its delivery to the Contracting Party, EEX AG will: (i) where the correct price is lower, refund the Contracting Party the difference or reduce the balance of the price payable; or, (ii) where the correct price is higher, contact the Contracting Party and offer the Contracting Party the option to either confirm the order at the correct price or cancel the order. EEX AG does not have an obligation to provide any EEX Group DataSource Product to the Contracting Party at a lower price where EEX AG has made a pricing error and notifies the Contracting Party of the error before EEX AG has confirmed the order.

2.5 Payment methods

Full payment is required to complete the order and before it can be delivered to the Contracting Party. EEX AG may accept the following payment methods:

- Bank transfer to the bank account details mentioned in the (pro forma) invoice.
- Other payment methods made explicitly available in the Webshop.

In the event that the sum due from the Contracting Party for the order cannot be debited or charged for whatever reason, the order will be cancelled. By making an offer to purchase EEX Group DataSource Products, the Contracting Party authorizes EEX AG, to the extent permitted by applicable law, to perform credit and anti-fraud checks on the Contracting Party and the payment mechanism that the Contracting Party has provided. These checks may be required, amongst other things, to authenticate the identity, to validate the credit or debit card, to obtain an initial credit or debit card authorization and/or to authorize individual purchases. The Contracting Party authorizes EEX AG to disclose Information provided by the Contracting Party, including personal information, to third parties such as banks and the providers of credit reports for the purposes of these checks, and acknowledges that such parties may keep a record of that information. The Contracting Party further agrees and acknowledges that EEX AG may make the information EEX AG receives from such checks available to third parties including fraud prevention and credit reference agencies. EEX AG reserves the right to put in place additional payment security systems from time to time.

EEX AG will prosecute any fraudulent activities relating to any attempt to reverse or seek a refund of a valid charge for an order that has been properly fulfilled and delivered to the Contracting Party.

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2.6 Order tracking and delivery

Once the payment of the order has been confirmed, EEX AG endeavours to put the EEX Group DataSource Product(s) at its disposal through the dedicated interface (API, sFTP or any other mean) or perform the Services within five (5) to ten (10) working days of confirming the order (working days exclude Saturdays, Sundays and public holidays).

2.7 User accounts

2.7.1 EEX AG reserves the right to delete accounts on the Webshop, that have been inactive for a period of twelve (12) months. An account is inactive with a lack of login activity and a deactivated or invalid email address to which EEX AG cannot establish contact. Prior to deleting the account, EEX AG will take reasonable steps to contact the account holder, including sending notifications to the registered email address. If the account holder does not respond within a reasonable timeframe, the provider may delete the account and all associated data. EEX AG shall not be liable for any losses or damages arising from the deletion of inactive accounts.

2.7.2 The account user is obliged to protect his access data to the Webshop (email address and password) against unauthorized use by third parties and to keep the password secret. The account user must notify EEX immediately if the account user suspects that the account user's access data has been misused. The account user may not access data that the account user is not authorized to access. The password must be chosen in such a way that it is not easy to guess by third parties, which is why it must contain at least eight characters, a capital letter, a number and a special character.

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3. EEX Group DataSource Product and Licensed EEX Group DataSource Product

3.1 Definition and scope

3.1.1 The exact scope of EEX Group DataSource Products is described in the specifications available at: https://www.eex.com/en/market-data/eex-group-datasource

3.1.2 The Contracting Party shall select the type of use of the EEX Group DataSource Product during the ordering process, by filling in a questionnaire. The type of use chosen will also be reflected in the DataSource Service Agreement. The EEX Group DataSource Product chosen by the Contracting Party will be licensed and become the subject matter of the DataSource Service Agreement (i.e. the Licensed EEX Group DataSource Product) upon confirmation by EEX AG via email. Obtaining the right of External Use may require the signing of the relevant Specific Conditions through the process outlined in Section 2.2.

3.1.3 For the duration of the DataSource Service Agreement, the Contracting Party is granted a worldwide, non-exclusive and non-transferable right to access, store, edit, process, alter, translate, and package the Licensed EEX Group DataSource Product. Subject to its choice in accordance with Section 3.1.2 and as agreed upon in the DataSource Service Agreement, its use right may involve the following types of use:

a. Internal Use in derived or not derived format.

b. External Use:

1) Commercial Use: Dissemination of EEX Group DataSource Product to Subscribers or Affiliated Companies for their exclusive Internal Use and dissemination of Derived Data.

2) Media Use: Any public and free of charge display of EEX Group DataSource Product (e.g. website, marketing documentation or reports) in changed or unchanged form, being understood that Section 4.2.1.4 is complied with. The right of Media Use does not include the right to disseminate EEX Group DataSource Product(s) in whole or in part or Derived Data in a directly processable format.

3) Scientific Use: Use for internal scientific purposes, which includes dissemination to students and other members of the Scientific Establishment for use free of charge as part of research projects, for the compilation of scientific papers, or the use as part of lectures or the like. With regard to scientific projects, the use is permitted only if the scientific project is funded by the Contracting Party in its capacity as a scientific institution. The source of supply (EEX Group) must be indicated for each use. The use for any commercial purpose shall be prohibited, which includes the use for contract research with a commercial purpose, in particular in a consultant role that seeks to give expert opinions to the benefit of public entities or private companies.

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c. Trading Use:

Use of EEX Group DataSource Products for the exclusive purpose of trading and settlement with EEX AG. Trading Use is only permitted for a Contracting Party with an active Membership, or one of its Affiliated Companies, and is automatically extended to the Contracting Party's Affiliated Companies. Trading Use includes:

1) Trading as Principal or Brokerage Use: Use for proprietary trading activities, i.e. in the Contracting Party's own name and account ("Trading as Principal"), or for trading in another's name for the account of others or trading in own name for the account of others ("Brokerage").
2) Indirect Access Use: Use in the framework of Direct Electronic Access, Order Routing Systems and Other Electronic Accesses, as well as the provision of access for clients to functions augmenting the user's trading activities and/or algorithmic trading tools.

3.1.4 All Contracting Parties or Subscribers of an EEX Contracting Party with Commercial Use or Trading Use receive a Limited Distribution Right.

3.1.5 The right to process and alter the EEX Group DataSource Product includes the right to create Derived Data. For the avoidance of doubt, the right of External Use includes the right of Internal Use, and if applicable due to an active Membership, the right of Trading Use as per Section 3.1.3c)

3.1.6 For the avoidance of doubt, Trading Use as per Section 3.1.3c) includes Internal Use.

3.1.7 Upon Termination, the Contracting Party may continue to use the EEX Group DataSource Products received during the term of this Agreement subject to compliance with Sections 3.2.1, 3.2.2, 3.2.4, 3.2.6, 4.2.1, 4.6, 4.7, 4.8 and 4.9.

3.2 Use of Licensed EEX Group DataSource Product

3.2.1 The type of use right chosen in accordance with Section 3.1 determines the right of EEX Group DataSource Product use granted to the Contracting Party. Any use of Licensed EEX Group DataSource Products is only permitted in countries in which such use does not infringe applicable laws.

3.2.2 White Labelling is permitted only with prior written approval by EEX AG.

3.2.3 The use of Licensed EEX Group DataSource Products within or in connection with Artificial Intelligence Solutions is governed by Section 3.3.

3.2.4 Any use of EEX Group DataSource Products not referred to in Sections 3.1.3 and 3.1.4 is strictly forbidden unless explicit prior written consent is granted by EEX AG. In particular, the DataSource Service Agreement does not create any right for the Contracting Party or any User to use the EEX Group DataSource Product to create any Financial Product or any Index that

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serves as a reference for any Financial Product. Such use is strictly forbidden. In addition, any Reverse Engineering of the EEX Group DataSource Product shall be prohibited. The Contracting Party shall reflect in writing these obligations in its contracts or relationship with Users.

3.2.5 Specific to dissemination of Licensed EEX Group DataSource Product to Affiliated Companies

3.2.5.1 The Contracting Party shall notify EEX AG via the Webshop or any other written or electronic means of the use made or, in case of upcoming changes, to be made of the EEX Group DataSource Products by its Affiliated Companies and provide EEX AG with its Affiliated Companies' details (name, addresses, registration number and place of registration) and Internet addresses (URLs).

3.2.5.2 The provisions of the DataSource Service Agreement shall apply mutatis mutandis to Affiliated Companies of the Contracting Party, and the Contracting Party shall be responsible for ensuring that its Affiliated Companies comply with the terms and conditions of the DataSource Service Agreement.

3.2.6 Specific to External Use of Licensed EEX Group DataSource Product with Service Providers

3.2.6.1 For the avoidance of doubt, the Service Provider may only access the Licensed EEX Group DataSource Product for the strict purpose and for the duration needed for the performance of its obligations. All services and/or products provided via a Service Provider shall be clearly branded as services and/ or products of the Contracting Party or an Affiliated Company of the Contracting Party, covered by this DataSource Service Agreement. Service Providers are not allowed to distribute Licensed EEX Group DataSource Product under their own logo, brand and/or name, not even in the form of co-branding together with its logo, brand and/or its name.

3.2.6.2 The External Use of Licensed EEX Group DataSource Products with Service Providers is permitted only if expressly approved by EEX AG in writing. The Contracting Party shall in this regard provide to EEX AG the Service Provider's details (name, addresses, registration number, place of registration), Internet addresses (URLs) and the services rendered by the Service Providers to the Contracting Party or its Users. The details may also be registered in its Account section and, the case may be, in the DataSource Service Agreement. Changes to Service Providers shall be submitted promptly and, as the case may be, give rise to a change in the Account section or an amendment to the DataSource Service Agreement. In any event, the Licensed DataSource Product may not be disseminated to any Service Provider prior to the express approval by EEX AG.

3.2.6.3 The Contracting Party shall be responsible for ensuring that its Service Providers comply with the terms and conditions of the DataSource Service Agreement.

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3.3 Use of Licensed EEX Group DataSource Product for Artificial Intelligence (AI)

3.3.1 Any use of Licensed EEX Group DataSource Product within or in connection with Artificial Intelligence Solutions shall be subject to the type of use granted under the DataSource Service Agreement in accordance with Sections 3.1.2 and 3.1.3. The applicable type of use shall be determined by the purpose and output of the Artificial Intelligence Solution, irrespective of whether the processing takes place on the Contracting Party's own infrastructure, on hosted infrastructure or on a third-party platform.

a. Where the Artificial Intelligence Solution and its output are used exclusively by the Contracting Party or its employees without any external dissemination, Internal Use applies.

b. Where the output of the Artificial Intelligence Solution is disseminated to Subscribers, Affiliated Companies or any other third party, or where the Artificial Intelligence Solution is made available to third parties as a service, External Use applies. The relevant sub-type shall be determined in accordance with Section 3.1.3 b.

c. Where the Artificial Intelligence Solution is used exclusively for trading and settlement with EEX AG by a Contracting Party with an active Membership, Trading Use applies. Trading Use does not include any dissemination to third parties except to the extent permitted under Section 3.1.3 c.

3.3.2 Where the Contracting Party makes Licensed EEX Group DataSource Products available as a data source for Artificial Intelligence Solutions operated by third parties, whether through an application programming interface, a machine-readable protocol or any other technical means, such provision shall constitute External Use. Each third party accessing the Licensed EEX Group DataSource Products through such means shall be deemed a Subscriber for the purposes of Section 4.3.Output generated by an Artificial Intelligence Solution shall be deemed to be an EEX Group DataSource Product if the output enables the reconstruction, approximation or substitution of EEX Group DataSource Products, whether in whole or in part. Output that does not enable such reconstruction, approximation or substitution shall be treated as Derived Data. In case of doubt, EEX AG determines at its sole discretion whether such output constitutes an EEX Group DataSource Product or Derived Data.

3.3.3 The Contracting Party shall establish and maintain robust internal controls at every level of access to Licensed EEX Group DataSource Products used within Artificial Intelligence Solutions, from initial data ingestion through to output generation and dissemination. Such controls shall extend to any embeddings, vector stores, retrieval indices or comparable machine-readable representations of Licensed EEX Group DataSource Products.

3.3.4 The Contracting Party may use third-party infrastructure or third-party Artificial Intelligence Solution providers only where such providers process the Licensed EEX Group DataSource Product solely on behalf of the Contracting Party and within the scope of the Contracting Party's

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licensed use. The Contracting Party shall ensure that any such provider does not use Licensed EEX Group DataSource Product for its own purposes, including Model Training, Fine-Tuning, model improvement or provision of services to third parties.

The Contracting Party shall not input Licensed EEX Group DataSource Product into publicly available or uncontrolled Artificial Intelligence Solutions unless it can ensure that such data is not retained, disclosed or used for Model Training, Fine-Tuning or model improvement outside the scope of the Contracting Party's licensed use.

Where a third-party provider qualifies as a Service Provider, Section 3.2.6 shall apply in addition.

3.3.5 EEX AG may embed technical measures in the Licensed EEX Group DataSource Products for the purpose of verifying compliance with the DataSource Service Agreement. The Contracting Party shall not remove, alter or circumvent such measures.

3.3.6 Where output generated by an Artificial Intelligence Solution based on Licensed EEX Group DataSource Products is disseminated externally, the Contracting Party shall ensure that such output is clearly identified as AI-generated or AI-derived, in addition to the source reference required under Section 4.8.

3.3.7 The distribution, sale, licensing or other transfer of an Artificial Intelligence Solution that was subject to Model Training or Fine-Tuning using Licensed EEX Group DataSource Products to any third party shall require the prior written consent of EEX AG.

3.3.8 The Contracting Party shall include in its reporting pursuant to Section 4.4.3 whether and how Licensed EEX Group DataSource Products are used within Artificial Intelligence Solutions. Upon request by EEX AG, such reporting shall include the relevant Artificial Intelligence Solution, the Licensed EEX Group DataSource Products used, the purpose of use, the use of any third-party provider and the categories of users or recipients.

3.3.9 Upon termination of the DataSource Service Agreement, the Contracting Party may retain the Licensed EEX Group DataSource Products received during the term of the Agreement in accordance with Section 3.1.7. However, the Contracting Party shall:

a. cease to use the Licensed EEX Group DataSource Products for Model Training, Fine-Tuning, or real-time augmentation of any Artificial Intelligence Solution within thirty (30) days of termination; and

b. ensure that any Artificial Intelligence Solution that was subject to Model Training or Fine-Tuning using Licensed EEX Group DataSource Products is not used to generate output that constitutes an EEX Group DataSource Product within the meaning of Section 3.3.2.

For the avoidance of doubt, the Contracting Party shall not be required to delete the Licensed EEX Group DataSource Products from its systems or to delete or retrain an Artificial Intelligence Solution, provided that the obligations under (a) and (b) above are met.

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4. Rights, obligations, warranties and liabilities of the Parties and other Users

4.1 Rights and obligations of EEX AG

4.1.1 Obligations of EEX AG regarding the provision of Services

4.1.1.1 EEX AG shall use reasonable efforts (i) to ensure that the Licensed EEX Group DataSource Product made available to the Contracting Party, as well as the Services provided to the Contracting Party have been and will continue to be developed with due care and skill in a professional manner and is accurate, current and complete and that the sources of the Licensed EEX Group DataSource Product are reliable and (ii) to promptly correct or complete any errors or omissions EEX AG may be aware of and then retransmit the corrected or completed Licensed EEX Group DataSource Product to the Contracting Party and (iii) to ensure that the Licensed EEX Group DataSource Product will continue to be provided to at least the same standard in terms of quality, quantity and timeliness as at the date when it was formally accepted by the Contracting Party as meeting the coverage, timeliness, accuracy levels and specifications. Specifications of EEX Group DataSource Product are available at: https://www.eex.com/en/market-data/eex-group-datasource .

4.1.1.2 The EEX Group DataSource Product are offered by EEX AG “as is” and “as available”. The use of the licensed EEX Group DataSource Product by the Contracting Party, its Affiliated Companies and Subscribers or any other Users shall be on their own risk.

4.1.1.3 EEX AG shall provide the Contracting Party with the Licensed EEX Group DataSource Product of as good quality and quantity (including, but not limited to, in terms of consistency, accuracy, timeliness and comprehensiveness) as EEX AG makes it available to other third parties having access to the same EEX Group DataSource Product as the Contracting Party.

4.1.1.4 EEX AG reserves the right to suspend the provision of the Licensed EEX Group DataSource Product for technical reasons.

4.1.2 Audit

4.1.2.1 Upon notice by EEX AG of at least thirty (30) days, EEX AG shall be entitled to carry out an Audit at the sites of the Contracting Party for purposes of the verification of compliance with the DataSource Service Agreement, in particular in relation to the Remuneration of the three (3) years prior to the Audit. The Contracting Party shall be obliged to ensure that EEX AG or the auditors instructed by EEX AG, as the case may be, receive access to the relevant documents and the technical infrastructure at its site. EEX AG may additionally request from the Contracting Party relevant documents as well as electronic data files for the purpose of further examination which the

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Contracting Party undertakes to provide. The aforementioned Audit right of EEX AG remains for a time period of two (2) years after termination of the DataSource Service Agreement.

4.1.2.2 The Contracting Party has to ensure that EEX AG may exercise its Audit right under Section 4.1.2.1 also at the sites of the Affiliated Companies, Service Providers and White Labelling partners as well as the Subscribers of the Contracting Party for the duration of the DataSource Service Agreement and during a period of at least two (2) years after (a) termination of the DataSource Service Agreement or (b) an earlier termination of the service agreement with the relevant Service Provider or the Subscriber Service Agreement with the relevant Subscriber, as the case may be.

4.1.2.3 This Section applies without prejudice to any other rights of EEX AG under the DataSource Service Agreement. EEX AG shall, at its choice, be entitled to the remedies set out in (i) and/or (ii) below if the Contracting Party:

a. refuses the conduct of a duly announced Audit and thereby fails to comply with its obligations under Section 4.1.2; or

b. despite a written demand by EEX AG or its instructed auditors, does not provide access to relevant documents at its site or at the sites of its Affiliated Companies, Service Providers, White Labelling Partners or Subscribers; or

c. despite a written demand by EEX AG or its instructed auditors, does not deliver requested documents or electronic data files.

i. EEX AG may estimate an assumed supplementary payment on the basis of appropriate criteria (e.g. past reports or reports by comparable companies) in accordance with its reasonably exercised discretion and invoice such estimate as an on-account payment; and/or

ii. EEX AG may suspend the delivery of the Licensed EEX Group DataSource Product or the licence for the use of the EEX Group DataSource Product.

4.1.2.4 As far as the documents necessary for the correct determination of the billing basis do not exist at the sites of the Contracting Party, its Service Providers, White Labelling partners or Subscribers, as the case may be, EEX AG shall have the rights under Section 4.1.2.3 mutatis mutandis.

4.1.2.5 The Contracting Party shall bear the Audit costs if the Audit reveals that the Contracting Party did not comply with the DataSource Service Agreement and that the Remuneration owed deviates from the amount actually paid.

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4.1.3 Other Rights of EEX AG

4.1.3.1 Notwithstanding any provision of this Agreement to the contrary, EEX AG may, in its sole discretion, at any time, and with or without prior notice to the Contracting Party make certain EEX Group DataSource Products temporarily or permanently unavailable, or temporarily or permanently cease to provide access to EEX Group DataSource Products to the Contracting Party for good cause. To the extent possible, EEX AG will use reasonable commercial efforts to provide prior written notice of any unavailability to Contracting Party.

4.2 Rights and obligations of the Contracting Party and other Users

4.2.1 Rights and obligations related to the External Use of EEX Group DataSource Product

4.2.1.1 The Contracting Party shall:

a. ensure that the dissemination of the Licensed EEX Group DataSource Product, other than in the form of Media or Scientific Use, to Subscribers is subject to the conclusion of a binding Subscriber Service Agreement between the Contracting Party and the relevant Subscriber.

b. Through that Subscriber Service Agreement, procure that all Subscribers use the Licensed EEX Group DataSource Product only in compliance with the DataSource Service Agreement, safeguard the execution of the Audit rights of EEX AG according to 4.1.2, and ensure that its Users may take notice of all changes to the DataSource Service Agreement which are relevant to them before such changes enter into effect.

4.2.1.2 The Contracting Party shall be deemed to satisfy their obligations under Section 4.2.1.1 b) of the Agreement if they include a provision in the Subscriber Service Agreement and/or terms of use limiting Subscribers' use to their Internal Use only.

4.2.1.3 Should a User use any Licensed EEX Group DataSource Product in an unauthorized manner, the Contracting Party shall notify EEX AG thereof immediately and shall ensure by taking appropriate measures (if necessary by suspending the supply of the EEX Group DataSource Product) that the unauthorized use of the Licensed EEX Group DataSource Product ceases immediately, at the latest within 30 days as of knowledge thereof. In the case of extraordinary grave violations, EEX AG shall be entitled to demand an immediate cessation of the supply of the Licensed EEX Group DataSource Product to the User in question. The right of EEX AG to seek Contracting Party liability shall remain unaffected.

4.2.1.4 If the Contracting Party is entitled to provide access to the contents of the Licensed EEX Group DataSource Products on websites or the like, the Contracting Party shall take appropriate technical precautions to prevent any unauthorized downloading. Appropriate technical measures may include, in particular, login-protected access

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areas, access-controlled APIs, encrypted scripts, digital rights management (DRM) or generating copy-protected PDF files. This shall apply to Delayed Data and Real-time Data in any case, even if they are not freely accessible.

4.2.1.5 The Contracting Party shall use reasonable efforts to, or upon request from EEX, validate the accuracy and the completeness of the specific data disseminated against the Licensed EEX Group DataSource Product provided by EEX AG, inter alia, including naming convention, resolutions, precisions.

4.2.2 Rights and obligations related to the Trading Use of EEX Group DataSource Product

4.2.2.1 The Contracting Party shall ensure that its Affiliated Companies shall use the Licensed EEX Group DataSource Products according to section 3.1.3 c).

4.3 Remuneration

4.3.1 The Contracting Party undertakes to pay the Remuneration set out in the Price List. The Price List applies to Internal Use, External Use and Trading Use. Remuneration is based on yearly fees payable in advance (see Section 4.3.10).

4.3.2 In the case of Commercial Use, the Remuneration is determined by the applicable tier of the Price List based on the number of Subscribers. In the case of Media Use and Scientific Use, the Remuneration is a fixed fee as set out in the Price List. The Price List applies to all Contracting Parties. EEX AG will notify the Contracting Party in writing where an individually agreed Remuneration deviating from the Price List applies. For any use not covered by the Price List, the Remuneration shall be as agreed in the DataSource Service Agreement.

4.3.3 As far as the payment of the Remuneration by the Contracting Party is subject to Value Added Tax, the statutory Value Added Tax shall be deemed added to the Remuneration set out in the DataSource Service Agreement. The Remuneration is due without any deduction of taxes (e.g. withholding tax or others) and shall exclusively apply for the relationship between EEX AG and the Contracting Party for the purpose of the DataSource Service Agreement. It does not represent a guideline or recommendation for the fees which the Contracting Party agreed in turn with its Subscribers. The Contracting Party shall be completely free regarding its price structure.

4.3.4 The DataSource Service Agreement shall indicate a certain number of Subscribers. The Contracting Party may disseminate the Licensed EEX Group DataSource Product to a higher number of Subscribers, in which case the Remuneration will be adjusted to the relevant tier of the Price List.

4.3.5 as of 1 January of the following calendar year for any increase in Subscribers occurring before 31 August of the running calendar year; or

4.3.6 as of 1 January of the year thereafter for any increase in Subscribers occurring between 1 September and 31 December of the running year.

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4.3.7 The Contracting Party shall immediately inform EEX AG of the number of Subscribers whenever a higher tier of the Price List is met.

4.3.8 The tiered Price List and the timeframe for adjustment outlined above serve to allow for some flexibility on the part of the Contracting Party while also taking into account the administrative burden associated with such flexibility. EEX AG reserves the right to adjust the Remuneration as of the month an increase of Subscribers meets a higher tier of the Price List.

4.3.9 The Contracting Party shall bear the risk that the number of Subscribers indicated by the Contracting Party is not reached or decreases at a later stage. However, the Contracting Party may, by 31 October of each calendar year the latest, notify to EEX AG a lower number of Subscribers (current or anticipated as of 1 January of the following calendar year), in which case the Remuneration will be adjusted to the relevant tier of the Price List as of 1 January of the following calendar year.

4.3.10 The Remuneration will be charged from the Contracting Party as of the Effective Date according to the terms of the DataSource Service Agreement, either during the ordering process (upfront payment) or upon receipt of invoices in advance for the entire calendar year. Where a DataSource Service Agreement starts in the course of a calendar year, the amount to be actually paid for that calendar year will be calculated on a pro rata basis. All invoices shall be due and payable within fourteen (14) days. An invoice shall be deemed received by the Contracting Party on the date it is transmitted to the Contracting Party in accordance with Section 4.3.11. If the amounts invoiced are not paid in full within thirty (30) days of receipt of an invoice, the due amounts are increased, by right and without the need for a formal notice to pay, by a one-time recovery fee of forty (40) Euros and any additional recovery costs as duly documented, in addition to interests for late payments, applicable for each day after the due date, at a rate of eight (8) percentage points above the basic interest rate (Section 288 para. 2 German Civil Code). These recovery fees and interests for late payments are due as from the day following the payment due date mentioned on the invoices. The right of EEX AG to obtain further compensation for further default damages shall remain unaffected.

4.3.11 EEX AG shall issue and transmit invoices in the format and through the channel required by applicable invoicing laws and regulations. Invoices shall be sent to the Contracting Party by email to the address provided in the Account or through any other channel communicated by EEX AG, in accordance with applicable laws and regulations. The Contracting Party shall ensure that it is able to receive, process and archive invoices in the applicable format. For the avoidance of doubt, it remains the responsibility of the Contracting Party to keep its invoicing-related data in the Account up-to-date according to 4.5.1. EEX AG shall notify the Contracting Party of any change to the invoice format or transmission channel with reasonable advance notice.

4.3.12 Moreover, after the expiration of the fourteen (14) days' deadline according to 4.3.10, EEX AG will send a first reminder for payment with an associated deadline of fourteen (14) days. If the Contracting Party fails to pay in response to this first reminder for payment EEX AG will send a second reminder for payment with an associated deadline of fourteen (14) days. EEX AG may suspend the supply of the Licensed EEX Group DataSource Product and/or the license for the

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use of the EEX Group DataSource Product until all outstanding invoices are settled in full. For the avoidance of doubts, Contracting Party's obligation to pay the Remuneration for the current calendar year and EEX AG's right to receive the respective outstanding invoiced Remuneration remains unaffected. Section 4.3.12 shall be without prejudice to EEX AG's right to terminate the DataSource Service Agreement in accordance with Sections 5.1.4 and 5.1.6.

4.3.13 The Remuneration specified in the DataSource Service Agreement may be unilaterally changed by EEX AG by a maximum of ten (10) percent per calendar year without providing the Contracting Party with the right of extraordinary termination if:

4.3.13.1 the content of the Licensed EEX Group DataSource Product has been expanded;

4.3.13.2 in the opinion of EEX AG, the value of the Licensed EEX Group DataSource Product has increased;

4.3.13.3 the costs for making the Licensed EEX Group DataSource Products available have increased; or

4.3.13.4 the structure of the Remuneration shall be changed partially or in total.

4.3.14 Adjustments of the Remuneration shall be made by EEX AG according to its reasonably exercised discretion, taking adequately into account the legitimate interests of the Contracting Party. Remuneration changes will be announced with at least sixty (60) days' notice. Changes to the Price List shall be subject to this Section. Unilateral changes of the Remuneration by EEX AG not falling under the cases listed in Section 4.3.13 shall entitle the Contracting Party to terminate with thirty (30) days' notice the EEX Group DataSource Products affected or, alternatively, the entire DataSource Service Agreement, effective at the time the unilateral Remuneration changes take effect.

4.4 Reporting

4.4.1 When disseminating EEX Group DataSource Products to Subscribers, the Contracting Party shall ensure by appropriate technical and administrative measures in its business that the number of Subscribers can be reported to EEX AG.

4.4.2 The Contracting Party's ability to prepare proper, that is, in particular, correct and complete, reports is to be proven upon request by EEX AG at any time.

4.4.3 Irrespective of the type of use right, the Contracting Party shall be obliged to inform EEX AG in writing as of 31 August of each calendar year of the manner in which, and the extent to which (number of Subscribers, if any), the Licensed EEX Group DataSource Products are used.

4.4.4 In the case of White Labelling, the Contracting Party shall provide the number and names of its White Labelling Partners within the first five (5) working days of each quarter.

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4.4.5 If the Contracting Party has not transmitted the outstanding report by 31 August of each calendar year, EEX AG shall at its choice be entitled to:

a. Add twenty (20) percent to the most recent annual invoice; or

b. preliminarily estimate the Remuneration to be paid on the basis of appropriate criteria in accordance with its reasonably exercised discretion and to invoice the Remuneration so estimated as a payment made in advance; or

c. make the continuation of the DataSource Service Agreement dependent upon the payment of reasonable costs (full amount of advance) for an Audit; or

d. suspend delivery of the Licensed EEX Group DataSource Product and/or the license for the use of the EEX Group DataSource Product until the proper delivery of the outstanding reports.

The right to terminate the DataSource Service Agreement without notice under Section 5.1.7 shall remain unaffected.

4.4.6 EEX AG may once a year and for any other uses listed in Section 3 request the manner and the extent of use of the Licensed EEX Group DataSource Products by the Contracting Party. In the event of extraordinary reasons, e.g. previous license infringements, EEX AG may request the manner and the extent of the use of the Licensed EEX Group DataSource Products by the Contracting Party several times a year at reasonable intervals (e.g. quarterly).

4.4.7 The documents and data files which are important for the Reporting and the Audits shall be retained by the Contracting Party for a minimum of three (3) years and must be made available to EEX AG in the event of an Audit. The Contracting Party shall further ensure that also the Subscribers and Service Providers retain the documents and data files which are important for Audits for a minimum of three (3) years and make them available in the event of an Audit.

4.4.8 In the event of incorrect or incomplete representations in the Reporting, in particular regarding the number of Subscribers, as well as in the event of missing reports in spite of a Reporting obligation of the Contracting Party, the Remuneration missed by EEX AG due to the improper Reporting shall be paid retroactively. In this regard, EEX AG shall be entitled to demand interest pursuant to Section 4.3.10 as of that point in time when interest would have accrued in the case of correct Reporting.

4.4.9 In the case of incorrect or incomplete representations made willfully or gross negligently in the reports, in particular regarding the number of Subscribers, or in the case of a willful or gross negligent failure to report in spite of a Reporting obligation on the part of the Contracting Party, EEX AG shall be entitled to charge an exceptional fee in addition to the Remuneration to be paid retroactively in accordance with Section 4.4.8, which shall at maximum equal the Remuneration to be paid retroactively including interest.

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4.5 Other Obligations of the Contracting Party

4.5.1 The Contracting Party shall create an account in the log-in area of the Webshop. The Contracting Party shall be responsible for maintaining and updating its master data, including any information required for the issuance and delivery of compliant invoices pursuant to 4.3.11. Incorrect or incomplete particulars shall be to its detriment.

4.5.2 The Contracting Party agrees that the email addresses indicated in its account as part of the registration may be used to transmit all notifications affected subsequent to the conclusion of the DataSource Service Agreement, it being understood that the issuance and transmission of invoices is exclusively governed by 4.3.11. Exceptions to this shall only include statements for which a specific form is provided for by law.

4.5.3 The Contracting Party is responsible to meet the technical requirements to receive the Licensed EEX Group DataSource Products.

4.5.4 To retrieve the provided files from the SFTP server, the Contracting Party must not establish more than four (4) concurrent connections and must not access individual files more than once every ten seconds. The Contracting Party will be automatically logged out of the SFTP server if any of the aforementioned criteria are exceeded and after a general 5 (five) minutes idle timeout or thirty (30) minutes maximum session timeout. EEX AG is entitled to resort to further technical criteria in its SFTP market data specification ensuring the availability and stability of its services and block client access in the event of exceeding any of the set forth criteria. EEX AG may set similar restrictions for its API and other services in the corresponding market data specifications or user guides.

4.5.5 When using the Simulation Environment, if applicable, the Contracting Party acknowledges that the Simulation Environment is offered for testing purposes only. As the Simulation Environment is also offered by EEX AG for the purpose of testing new functions or platforms, EEX AG cannot exclude that the specific function or platform will be error-free, contain all data or be available at all times. The Contracting Party represents and warrants not to use the data obtained from the Simulation Environment for its business purposes.

4.6 Confidentiality and data protection

4.6.1 The Parties shall keep confidential all information exchanged in the framework of the DataSource Service Agreement unless:

a. such information has become public knowledge otherwise than in breach of the DataSource Service Agreement;

b. to the extent disclosure is ordered by a state, provincial or federal agency, authority, court or tribunal of competent jurisdiction, including a securities regulatory authority, provided that such Party gives prompt notice to the other Party, if legally permitted or

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c. disclosure is made in confidence to their professional advisors or service providers (who are subject to confidentiality obligations).

4.6.2 Any element of the EEX Group DataSource Product that is not readily accessible (in particular by means other than reverse engineering) shall be treated as “trade secrets” according to the Directive (EU) 2016/943 of the European Parliament and of the Council of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, and the transposing German Law ‘Gesetz zum Schutz von Geschäftsgeheimnissen(GeschGehG), which the Contracting Party and Users also commit to comply with.

4.6.3 Save as provided above, disclosure may only be made with the prior written consent of the other Party. It is agreed that (i) EEX Group DataSource Product is not considered as confidential information under the DataSource Service Agreement and (ii) all information and data provided by or relating to the Contracting Party and its Authorized Distributors and Users of which EEX AG may become aware during the term of the DataSource Service Agreement shall be treated as confidential.

4.6.4 Within the frame of the preparation, negotiation or performance of the DataSource Service Agreement, the Parties may receive and/or collect Personal Data of employees or any other representative of the Parties, or any other natural persons (the “Data Subject”). This includes among others their contact details (name, email and postal address, phone number, identification documents) and connection details (“Personal Data”). When the Personal Data is collected directly by EEX AG, any details related to the processing of such Personal Data, including the rights of Data Subjects, are available in EEX AG Privacy Policy. When the Personal Data is collected indirectly via the Contracting Party, the latter warrants that the collection and processing of Personal Data by it, including the transfer itself by it to EEX AG, has been and, up to the moment of the transfer, will continue to be carried out in accordance with all applicable data privacy laws and regulations. EEX AG can thus process Personal Data in accordance with EEX AG Privacy Policy. Moreover, the Contracting Party commits to comply with all applicable data privacy laws and regulations while processing the Personal Data provided by EEX AG. Notwithstanding Section 4.9, if EEX AG is held liable by a Data Subject for any breach of applicable data privacy laws and regulations due to the processing of Personal Data collected indirectly via the Contracting Party, based on the argument that EEX AG was not allowed to process such Personal Data in accordance with its Privacy Policy, the latter will indemnify EEX AG for any cost, charge, damages, expenses or loss it has incurred.

4.7 Property Rights

4.7.1 Any Property Rights in the Services which form the subject of the DataSource Service Agreement shall remain EEX Group’s property.

4.7.2 Neither the DataSource Service Agreement nor the disclosure, access or use of any Licensed EEX Group DataSource Product shall affect the Property Rights or be construed as granting any

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Property Rights in the EEX Group DataSource Product to the Contracting Party or any other User.

4.7.3 For the avoidance of doubt and without prejudice to Section 3.1.4, the Property Rights in any Derived Data created by the Contracting Party or any other User, to the extent allowed under, and compliant with, the terms and conditions of the DataSource Service Agreement, shall rest with the creator of the Derived Data.

4.7.4 EEX AG grants the Contracting Party a free and non-exclusive, non-transferable and non-sublicensable right to use the “EEX AG” trademark of EEX AG, “EEX Asia” trademarks of EEX Asia Pte Ltd as part and for the duration of the DataSource Service Agreement. The Contracting Party undertakes to use these trademarks only in the manner and to the extent required as part of the DataSource Service Agreement and to refer to the trademark ownership each time the trademarks are mentioned by using the ® sign (“R in the circle”) and a suitable indication (example: “Phelix is a registered trademark of European Energy Exchange AG.”).

4.8 Reference

4.8.1 When distributing the Licensed EEX Group DataSource Product, in particular when combined with marketing measures, the Contracting Party shall name EEX AG as the source of the Licensed EEX Group DataSource Product as far as technically feasible, and as a minimum include the reference: “Source: EEX Group”. A clearly visible reference to an accordingly designed footnote will be sufficient in this respect.

4.8.2 The Contracting Party shall ensure that the use of the Licensed EEX Group DataSource Product by the Contracting Party and its Subscribers shall be in a manner which ensures that EEX AG is named as the source where a Licensed EEX Group DataSource Product is displayed, and as a minimum: “Source: EEX Group”. A clearly visible reference to an accordingly designed footnote will be sufficient in this respect.

4.9 Warranties and liabilities of the Parties

4.9.1 Without prejudice to other provisions of the DataSource Service Agreement, especially Section 4.1.1.1, EEX AG (a) does not accept any liability for the accuracy, the completeness, correctness and timeliness of the EEX Group DataSource Product and (b) cannot guarantee that the EEX Group DataSource Product will be provided without interruption and with complete availability.

4.9.2 The EEX Group DataSource Product is exclusively made available for the purpose of information and does not constitute any investment counselling. None of the EEX Group DataSource Products establish an offer to sell or advertise products which are traded on the exchange.

4.9.3 EEX AG shall be liable without limitation, provided that the cause of damage is based on willful intent or gross negligence.

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4.9.4 Furthermore, EEX AG shall be liable for the slightly negligent infringement of Essential Contractual Obligations. In this case, however, EEX AG shall be liable only for the foreseeable, contract-typical damage. EEX AG shall not be liable for the slightly negligent infringement of any obligations other than Essential Contractual Obligations.

4.9.5 The limitations of liability above shall not apply to any injury to life, body and health and any liability pursuant to the German Product Liability Act.

4.9.6 The Contracting Party shall be liable for any acts or omissions on the part of its Affiliated Companies or Service Providers to the same extent as for any acts or omissions on its own part.

4.9.7 Each Party represents, warrants and covenants that it has the legal right and full power and authority to execute and perform its obligations under the DataSource Service Agreement and to grant all rights and licenses granted by it under and in accordance with the terms of the DataSource Service Agreement.

4.9.8 EEX AG represents, warrants and covenant that the Services and the use or access of the Services in accordance with the DataSource Service Agreement do not and will not infringe any Property Right or rights of privacy of any third party. Upon notice of any claim related thereto, or, if in the reasonable opinion of EEX AG, such a claim is likely, EEX AG will have the right, at its option, to: (a) procure the right to continue to use the Licensed EEX Group DataSource Product; (b) modify the EEX Group DataSource Product so that it becomes non-infringing; or (c) remove the affected EEX Group DataSource Product.

4.9.9 By entering into the DataSource Service Agreement, the Contracting Party does not enter into any contractual relationship with Third-Party Rights' Holders; thus, the Contracting Party has no contractual claims for damages against them. As a matter of precaution, EEX AG and the Contracting Party both agree that the limitation of liability above shall apply to their benefit mutatis mutandis.

4.9.10 Damage claims of the Contracting Party shall become time-barred after three (3) years as far as the Specific Conditions do not provide for a shorter period and the claims do not derive from an injury to life, body, health or freedom, from willful intent or from infringement of Essential Contractual Obligations. The deadline shall commence at the end of that year within which the claim has arisen, and the Contracting Party has gained knowledge about the circumstances constituting the claim and the identity of the debtor or without gross negligence could have gained knowledge.

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5. Term, termination and changes to the DataSource Service Agreement

5.1 Term and termination

5.1.1 The DataSource Service Agreement comes into force on the Effective Date. This also covers any amendment thereto.

5.1.2 A DataSource Service Agreement regarding exclusive Internal Use will be effective when – following the acceptance of the General Conditions – EEX AG accepts the order by email confirming that the order was successfully paid and that the EEX Group DataSource Product(s) is/are available to be delivered to the Contracting Party. A DataSource Service Agreement involving External Use or Trading Use will be effective on the date on which the DataSource Service Agreement is signed in paper form or entered into by any other means, unless another date is specified in the DataSource Service Agreement, in which case the specified date shall be the Effective Date. Only natural persons, duly authorized by the Contracting Party, and thus acting as its representatives, may connect to the Webshop, purchase Product(s), and sign, either electronically or on paper, DataSource Service Agreement, including accepting these General Conditions.

5.1.3 Unless otherwise specified in the Specific Conditions, the DataSource Service Agreement runs until 31 December of the current calendar year. The DataSource Service Agreement shall be extended for one further calendar year each time unless it is terminated by the Contracting Party or EEX AG in accordance with Sections 5.1.4 or 5.1.6 respectively. The right to extraordinary termination under section 5.1.7 remains unaffected.

5.1.4 Each Party shall be entitled to terminate individual Licensed EEX Group DataSource Products with two (2) months' notice, effective at the end of a calendar year. In case that after a partial termination in accordance with the first sentence there remains no Licensed EEX Group DataSource Product, the partial termination shall be deemed as a termination of the entire DataSource Service Agreement.

5.1.5 In case of Trading Use, the end of the Membership of the Contracting Party or, if applicable of its Affiliated Company, will lead to an automatic termination of the Trading Use at month's end, and its automatic conversion into Internal Use from that point of time.

5.1.6 Moreover, each Party shall be entitled to terminate the DataSource Service Agreement for cause without notice period in total or in part regarding certain Licensed EEX Group DataSource Products and/or types of use. A cause shall, in particular, deem to exist for EEX AG if the Contracting Party in spite of a written warning:

a. makes repeated incorrect statements on the invoicing basis; or

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b. does not stop the violation of other material provisions of the DataSource Service Agreement within a deadline of at least thirty (30) days set in the warning.

c. does not stop the violation of the right of use as per Section 3.1.3 above within a deadline of thirty (30) days of the Contracting Party's receipt of the warning, or, with immediate effect, endanger the technical viability of a EEX Group DataSource Product.

5.1.7 In the event of extraordinarily serious occurrences of incorrect statements on the invoicing basis or other violations of contractual obligations, no prior written warning shall be necessary.

5.1.8 Any notice of termination shall be submitted in writing and the notice shall be sent by registered mail, courier service or electronically.

5.1.9 Should the DataSource Service Agreement only consists of these General Conditions, to terminate it, the Contracting Party just needs to agree with its termination by ticking the corresponding box on the Webshop and validate.

5.1.10 The Remuneration is not refundable upon termination of the DataSource Service Agreement by the Contracting Party for any reason or in case of breach of the DataSource Service Agreement.

5.2 Changes

5.2.1 Taking into due consideration the interests of the Contracting Party and what can reasonably be expected to be acceptable to the Contracting Party, EEX AG may unilaterally change

1. the technical availability, including but not limited to technical format or applications with which EEX AG provides the Contracting Party the Licensed EEX Group DataSource Products;
2. the Licensed EEX Group DataSource Products;
3. these General Conditions, including the scope of the use right granted and the access to the EEX Group DataSource Products.

Any change shall be conditional upon the Contracting Party being given at least sixty (60) days' notice of the changes in written or electronic form. Unilateral changes of the use right and other material changes to the General Conditions shall entitle the Contracting Party to terminate the Licensed EEX Group DataSource Product affected with thirty (30) days' notice prior to the effective date of the changes.

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5.2.2 The Changes under Section 5.2.1. shall not be conditional on any prior notice in instances where (i) the products to which the EEX Group DataSource Product(s), e.g. EEX indices, Benchmark, underlying, relates is delisted from the respective market, (ii) the adjustments to the method and manner, in which EEX determines or calculates a EEX Group DataSource Products (e.g. reporting companies, settlement prices or indices), are made or (iii) non-material changes to the Licensed EEX Group DataSource Products or the technical availability of Licensed EEX Group DataSource Products, if timely notice is possible.

For the avoidance of doubts, EEX reserves the right to unilaterally decide on additional content to become part of an existing EEX DataSource Product or not.

5.2.3 The Remuneration may be changed unilaterally by EEX AG in accordance with Sections, 4.3.13 and 4.3.14.

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6. Other provisions

6.1 Force Majeure

6.1.1 Neither Party shall be responsible for delays or failures in performance resulting from any acts, situation or events beyond the reasonable control of such Party and not due to a default of the affected Party, which cannot be reasonably avoided or overcome, and which makes it impossible for such Party to fulfil temporarily or permanently its obligations under the DataSource Service Agreement.

6.1.2 These events include, but are not limited to, natural disasters (storms, floods, weather damage, etc.), fires, total or partial labor strikes, epidemics, transport blockings, computer breakdowns, telecommunications disruptions, system unavailability and legally binding orders of a governmental or other competent authority.

6.1.3 In the event of Force Majeure, the Party affected thereby shall notify the other Party thereof. Failures in performance resulting from Force Majeure may entitle the other Party to terminate the Agreement in accordance with Section 5.1.7.

6.2 Transfer of rights and obligations under the DataSource Service Agreement

6.2.1 Except as otherwise provided under the Specific Conditions, each assignment or transfer of its rights and obligations deriving from the DataSource Service Agreement shall require EEX AG prior written consent.

6.2.2 Any request for a transfer or assignment of its rights and obligations deriving from the DataSource Service Agreement must feature the relevant information about the transferee (name of the company, registered office and number, representative, contact details) as well as its commitment to fulfil all the obligations arising out of the DataSource Service Agreement.

6.2.3 EEX AG shall be entitled to transfer this DataSource Service Agreement with all rights and obligations deriving from it and EEX AG shall therefore be released from all EEX AG obligations under this DataSource Service Agreement. The Contracting Party shall be notified of any such transfer with a lead time of two (2) months.

6.3 Subcontractors

EEX AG is entitled to appoint any subcontractor to fulfill its obligations under this DataSource Service Agreement.

6.4 Relationship between the Parties

Nothing in the DataSource Service Agreement shall be deemed to create a partnership or agency relationship between the Parties and each of them shall be considered an independent contracting Party.

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6.5 Applicable law / legal venue

6.5.1 The DataSource Service Agreement is governed by the law of the Federal Republic of Germany, to the exclusion of the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply hereto.

6.5.2 Exclusive place of jurisdiction for disputes arising from or in connection with the DataSource Service Agreement shall be Leipzig.

6.6 Ancillary agreements / safeguarding clause

6.6.1 Parties' rights and obligations regarding the object of the DataSource Service Agreement shall exclusively be governed by the provisions of the DataSource Service Agreement. Verbal ancillary agreements or assurances have not been made.

6.6.2 The language of the DataSource Service Agreement is English.

6.6.3 These General Conditions will apply to any DataSource Service Agreement entered into, and any purchases of EEX Group DataSource Products made, as from the date stated on the cover page ("Valid from"). Furthermore, effective 1 January of the calendar year following that date, these General Conditions shall replace any previous version of General Conditions applicable to any agreement on the subject matter.

6.6.4 The DataSource Service Agreement can only be amended (i) unilaterally by EEX AG in accordance with Sections 4.3.13, 4.3.14 and 5.2; (ii) by accepting new General Conditions online, or (iii) by means of an express written agreement signed by an authorized signatory of each Party, including electronically via the Website or any other electronic means.

6.6.5 The invalidity or unenforceability of individual provisions or an omission of the DataSource Service Agreement shall not affect the validity of the remaining provisions. An appropriate legally permissible provision shall apply in place of the invalid or unenforceable provision which corresponds as closely as possible to the economic content of the invalid or unenforceable provision. In the case of an omission, a provision shall apply which corresponds to that which the Parties intended or would have intended had they been aware of the omission.

6.6.6 The failure of either Party to require the performance of any term or condition of this DataSource Service Agreement shall not prevent any subsequent enforcement of such term or condition, nor shall it be deemed a waiver of any subsequent breach.

6.7 Notices

Any notice, request, consent, approval or communication under this DataSource Service Agreement ("notices") may be sent by any effective delivery method, including – but not limited to – registered mail, email, courier, via the Webshop or any other electronic means, or delivery in person to the addresses

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indicated in the contact details either on the Website or in these General Conditions. Notices also include the notices of change and termination and shall be effective from the date of actual receipt.

Whenever the written form under this DataSource Service Agreement is required for declarations, such declarations may also be transmitted electronically.

Customer Assistance
If you have any questions, comments or complaints about the Product(s) you have ordered, please contact EEX AG at:

European Energy Exchange AG
Market Data Services
Augustusplatz 9
04109 Leipzig
Germany

+ 49 (0) 341 2156 288
datasource@eex-group.com

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