AIB
association of issuing bodies

АКЦИОНАРСКО ДРУШТВО
„ЕЛЕКТРОМРЕЖА СРБИЈЕ" БЕОГРАД
Број 503-00-460-33/2019-00
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БЕОГРАД, Кнеза Милоша 11

Release 1

[Note: this template is intended for AIB Members]

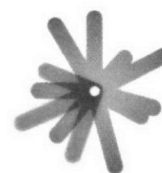# AIB Communication Hub Participant Agreement
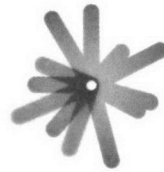
Between

The Association of Issuing Bodies

And

Joint Stock Company Elektromreža Srbije Belgrade

Contract number _____

AIB
association of issuing bodies

Index

The Association of Issuing Bodies, an international scientific association under Belgian law, operating under nr. 0.864.645.330, with registered offices at Koning Albert II-laan 20, bus 19, B-1000 Brussels, Belgium, and administrative offices at 21/23 Station Road, Gerrards Cross, Bucks SL9 8ES, United Kingdom;

The AIB, represented for the purposes of the signature of the Agreement by Mr. Jan Van der Lee, Chairman of the Board and Mr. Philip Moody, Secretary General;

Hereinafter referred to as **"the AIB"**

on the one part

and

Elektromreža Srbije, Joint Stock Company, Kneza Miloša 11, Belgrade, Serbia

represented for the purposes of the signature of the Agreement by Mrs Jelena Matejić, General Manager

Hereinafter referred to as **"the Hub Participant"**

Of the other part,

Each referred to as a "Party" and jointly as "Parties"

HAVE AGREED

The AIB Communication Hub Participant Agreement, comprising the present document and the Special Conditions, and the following Annexes:

1. Special Conditions relating to the Hub Participant
2. Service Levels

As well as the provisions and documents incorporated by reference herein;

Which together form an integral part of this AIB Communication Hub Participant Agreement (hereinafter referred to as "the Agreement").

1 Definitions

In the present Agreement, unless the context otherwise requires or there is express provision to the contrary, terms shall have the meaning ascribed to them below:

Term	Meaning
The Agreement	The present AIB Communication Hub Participant Agreement, including its Annexes and the documents referred to herein;
Data Log	The Record of Transactions of the AIB Communication Hub (the Transfer Log);
EECS Market Participant	A Registrant or Account Holder;
EECS Rules	The EECS Rules, being "The Principles and Rules of Operation" adopted by the General Meeting of the July 1st 2011 or any later version of said document when adopted according to the procedures foreseen therein;
HubCom	The latest applicable version of the Document known as Hub User Compliance Protocol and subtitled "EECS Rules - Subsidiary Document AIB-PRO-SD03: EECS Registration Databases";
Hub user	A Competent Authority, its duly authorised agent or a Registry Operator appointed by it, which may or may not be a member of the AIB, and which uses the Hub for Transactions. If a provision of the Agreement is solely applicable to members of the AIB, then that provision will specify such limitation.
Hub Participant	The organisation that signs the Agreement;
Independent Criteria Scheme (or "ICS")	A scheme that provides assurance that the Output certified by an EECS Certificate, or the relevant Production Device with which it is associated, has certain qualities.
Integrity	The accuracy and consistency of retained and transmitted data, indicated by an absence of any alteration in data during its retention and its transmission from a Sender to a Receiver. Data integrity is maintained through the use of error checking and validation routines;
Legislative Certification Scheme	A Certification Scheme implemented pursuant to the law of any EU Member State or a State bound to the EU by a Treaty requiring the mutual recognition of GOs or of any other State accepted by the AIB
Message	Data structured in accordance with the Messaging Protocol and transmitted electronically between Hub users (i.e. a Sender and a Recipient) on behalf of their EECS Market Participants, and relating to a transaction regarding EECS Certificates;
Messaging Protocol	The accepted method and procedure for the interchange of Messages as specified herein (by reference to HubCom) or such other Protocol that may be agreed hereafter by the Parties;

Term	Meaning
Non-Governmental Certificate (or "NGC")	A voluntary equivalent of a GO, which is not issued in the framework of a Legislative Certification Scheme, and which may or may not include specific ICS data;
Recipient	The Hub user or Registry Operator which is the receiver of transferred electronic data;
Registration Database (or "Registry")	A database operated by a Hub user or a Registry Operator on behalf of a Hub user, comprising: (a) Transferables Accounts and, optionally, Cancellation Accounts and the Certificates in those Accounts; (b) Details of Production Devices and information provided in connection with the registration of Production Devices; (c) Details of Certificates which have been transferred out of that Registry;
Sender	The Hub user or Registry Operator which is a sender of electronic data;
Transaction	Any communication made and identified as a transfer between Registries regarding Certificates, to which a Message refers;
Transaction Data	The data incorporated in a Message which is intended to effect a Transaction.

A capitalised term not defined herein, but defined in the EECS Rules, will be interpreted as defined in the EECS Rules, unless the context requires otherwise.

2   Precedence, Construction and Interpretation

2.1   The terms set out in the Special Conditions of the Agreement (Annex 1) shall take precedence over those in the other parts of the Agreement.

The general terms and conditions of the Agreement, set forth in the present document, shall take precedence over the Annexes other than Annex 1.

Subject to the above, the several instruments forming part of the Agreement are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the AIB, subject to the rights of the Hub Participant to dispute any such instruction.

The provisions of this Agreement are to be regarded as additional provisions to the EECS Rules and are aimed to regulate the use of the hub. In that respect such provisions will take

precedence over the EECS Rules in case of contradictions. In case of an ambiguity between this Agreement and the EECS Rules, the Hub Participant will cooperate with the AIB in order to find an amicable solution in accordance with Article 24.

3 Purpose and Scope of the Agreement

3.1 The Hub Participant is an Authorised Issuing Body appointed in conformity with its national legislation or a registry operator acting like its agent. The Hub Participant operates a Registry in accordance with the EECS Rules and will use the AIB Communication Hub (the "Hub") for transactions with other Hub users in relation to EECS Certificates, or he has appointed a Registry Operator to do so. The AIB will provide the facility and services to enable such Transactions as set forth in the Agreement.

3.2 Only Certificates issued by Competent Bodies or their agents in accordance with the EECS Rules that are issued and held in a Registry may be transferred via the Hub by the Hub Participant. The Hub Participant will issue an EECS Certificate by recording its details in its Registry and will transfer and cancel an EECS Certificate by registration of the relevant data in the relevant account of the Registry. Certificates originating from Competent Bodies that are not AIB Hub users (i.e. that are not bound by the Agreement) may not be transferred via the Hub. The Hub Participant is only allowed to use the Hub when transferring EECS Certificates to any other Hub user, excluding other means of transfer or separate arrangements in this respect to the extent required by the EECS Rules. However, this does not prevent the Hub Participant to (1) import through a bilateral connection in its own Registry a Certificate that was issued by a Competent Authority that is not a Hub User (even if the Certificate is compliant with EECS and HubCom) and to (2) transfer such Certificate through a bilateral connection. The Hub Participant is allowed to use the Hub only in order to transfer EECS-Certificates in conformity with the requirements, the rights and obligations set forth in the EECS Rules and this Agreement, including any requirements incorporated therein by referral.

3.3 The Hub Participant is free to decide at its sole discretion whether it will import, transfer or refuse EECS Certificates that are issued by other Hub Users. When the Hub Participant imports Certificates containing ICS and/or NGC data, it may conceal this data from its account holders, but it must keep this data intact and associated with the relevant Certificate, and when the Certificate is transferred this data will remain incorporated in it.

3.4 A Certificate is issued accordance with the EECS Rules. The Hub Participant shall have a general responsibility to supervise the issuance, transfer and cancellation of Certificates. It shall ensure that duplication of Certificates and/or the use and/or transfer of Certificates after their Cancellation, expiry or withdrawal cannot occur within its Registry. Furthermore, the Hub Participant will use reasonable endeavours to (1) prevent different types of certificates associated with the same MWh being used for the same purposes (in other words, to prevent the double-counting of different types of Certificates (not only GOs)) and (2) to prevent the disclosure of the source of energy through any other means other than the use of GOs

3.5 Hub users shall be independent of production, trade and supply activities. The Hub Participant shall issue Certificates for Production Devices located solely in the Hub Participant's Domain. Where Production Devices are located on the border of a Domain, then Hub User of the respective Domains shall cooperate to ensure that no double issuing takes place.

3.6 The legitimacy of any Competent Authority for GOs in a certain Domain will be defined by the national legislation of the relevant Domain. The acceptability of a GO from a specific Domain must be assessed by the body formally appointed to exercise or discharge that function under the laws and regulations of the state in which that Domain is situated and in case of disputes by the court of law having jurisdiction over such dispute. The Hub Participant acknowledges that a Competent Authority may refuse to recognize a GO for energy sources other than specified in the Domain Protocol or where it considers that it has well-founded doubts about its accuracy, reliability or veracity. The Hub Participant acknowledges that the AIB will have no obligation to assess the compliance with national legislation of GOs transferred via the Hub. Furthermore, the AIB shall not be responsible for any assessment or decision undertaken by a Competent Authority in relation to the acceptability or validity of any GOs that is transferred via the Hub. Disputes regarding such assessments must be resolved between the respective Hub users.

4 Grant of access – conditions precedent

4.1 The Agreement will enter into force subject to the approval by the General Meeting of the Membership of the Hub Participant.

4.2 This means that, without limitation, the following conditions precedent are fulfilled :

a) The applicant Hub Participant has disclosed all information requested by the AIB Membership / Use of Hub Application Form ("the Questionnaire"). The Hub Participant will issue and apply a Domain Protocol in conformity with the EECS Rules describing the procedures and regulatory provisions regarding Certificates for that Domain and containing the information requested in the Domain Protocol Template. The Domain Protocol will refer to rules, possibly in combination with other agreed rules, governing the acceptance, validity and value of Certificates in relation to the Production Devices or other requirements, and will describe rights and obligations between the Hub Participant and EECS Market Participants.

b) The Hub Participant will apply Standard Terms and Conditions (STC) in conformity with the EECS Rules, which will be agreed by the EECS Market Participants of the Hub Participant and which will contain at least the principles set forth in the Model STC as published on the AIB website.

c) The Hub Participant acknowledges and accepts that the information contained in the Hub Participant's answers to the Questionnaire and the Domain Protocol will be used by the AIB (and its potential auditors) in order to identify possible Domain-specific issues

relevant for the usage of the Hub, in particular with respect to the mandatory requirements of the HubCom.

Furthermore, the information submitted by the Hub Participant in his answers to the Questionnaire and in the Domain Protocol may be published on the AIB website in order to provide transparency to other Hub users and EECS Market Participants. The Questionnaire and Domain Protocol will constitute the central documents in the process to provide transparency.

The Hub Participant warrants that the information provided by him is and will remain correct and complete. He will ensure that all the provided information that must be updated or modified due to changed circumstances, will be updated or modified as soon as possible. The AIB will as soon as possible be informed about such updates or modifications, and the General Meeting will, where appropriate, consider whether the Hub Participant continues to comply with the conditions of Hub use as set out in the Agreement, and take any appropriate action to enforce this.

The Hub Participant warrants that he fulfils the conditions of access to the Hub services (including his status as a Competent Authority), and he warrants that he will continue to fulfil these conditions throughout the duration of the Agreement.

d) The Hub Participant acknowledges that according to the EECS Rules the AIB shall have the right, but not any obligation to systematically audit the information submitted by the (applicant) Hub Participant.

e) Interface and database testing as prior requirement.

In order to ensure that the Hub Participant's Registry is able to store and transfer information in a form that complies with the operational and technical requirements of the Hub as set forth in the HubCom, it is necessary to test the database and its interface. Prior to the first live use of the Hub, the AIB will ensure that the Registry has been successfully tested in accordance with the test specifications set forth in the HubCom, or updated test specifications issued from time to time by the AIB.

The Interface Test Specification, that defines the tests to be completed when interfaces are implemented between the Registry of the Hub Participant and the Hub, is set forth in the HubCom.

d.1 The Hub Participant must undertake a full set of tests if and when:

- The Hub Participant is a new Hub user and has not previously undertaken tests;

- The Hub Participant has introduced a new or significantly modified Registry or application software for the operation of the Registry;

- The Hub Participant intends to support a new GO type or new file format.

d.2. The Hub Participant acknowledges the test mechanism, test protocols and all other requirements regarding the test process set forth in the HubCom.

d.3. Successful testing in accordance with the requirements referred to above is a necessary prerequisite before the Hub Participant is allowed to access the Hub for live data transfer and messaging operations.

d.4. The AIB will have the right at all times to ensure that the Registry and all related IT systems and records of the Hub Participant or the relevant Registry Operator comply with the obligations of the Hub Participant, if necessary verifying this by undertaking or commissioning an audit.

4.3   Regarding Certificates issued by the Hub Participant, only Certificates issued after the formal Membership approval of the Hub Participant can be transferred via the Hub, unless agreed otherwise in the Annex 1.

5   Domains and Domain Protocol

5.1   The AIB will approve and accept the Hub Participant in relation to a specific Domain, provided Article 3 is satisfied but not otherwise.

6   Duration of the Agreement

6.1   The Agreement shall continue as long as the AIB Membership of the Hub Participant continues, unless sooner terminated as provided in Article 16

7   Charges

7.1   The Hub Participant will pay the applicable Fees as provided by the EECS Rules and the Articles of Association.

8   Intellectual property

8.1   AIB grants the Hub Participant a non-exclusive right to use the Hub and the application software embedded therein (the "Software"), subject to the terms of the Agreement, solely in accordance with the purpose of the Agreement and for the term of the Agreement.

8.2   The embedded Software, together with all included tools, know-how and related intellectual property rights, is and shall remain the exclusive property of AIB or its service providers or licensors. The Software code, documentation and in general all related know-how must be considered Confidential Information, even if not explicitly disclosed as such.

8.3 The Hub Participant shall use the Software only for the purposes of the Agreement and shall not copy, reproduce, reverse engineer, decompile nor alter, adapt or modify any part of the Software or related documentation, nor assign or sub-license any user rights to third parties.

8.4 The Hub Participant is allowed to grant user rights to an operator of the Registry. In such case, the Hub Participant will ensure that the operator of the Registry will be bound by the rights and obligations set forth in the Agreement, its Annexes and all documents referred to therein.

8.5 The data created or produced by the AIB or its agents, and the model contracts and model documents, regulations, rules, subsidiary documents, fact sheets, reports and reviews, statistical reports, processes, shall be the property of and vest in the AIB and shall be deemed Confidential Information. AIB grants the Hub Participant a non-exclusive license to use such materials for the purposes of the Agreement and during the term of the Agreement.

8.6 The Hub Participant grants to the AIB a non-exclusive license to use data provided by the Hub Participant (or on its behalf) in connection with the performance of the Agreement to the AIB or to any other Hub user, for the purposes of the Agreement, together with a right to sub-license the use of such data to each other Hub user insofar necessary for the purposes of the Agreement and with the right to grant each Hub user the right to sub-license the use of such data to EECS Market Participants as will be necessary for those purposes.

8.7 All Software, documentation, materials and documents, on any carrier or electronic documents, containing know-how as described in this Article shall be returned or destroyed immediately after the termination of the Agreement for any cause. Upon request of the AIB, the Hub Participant shall confirm the return or destruction thereof. Where licenses are granted for the use of data and such use is necessary for the continuity of certain services in connection with the Hub or necessary for the documentation of the work and functioning of the Hub Participant, the continued use will be allowed insofar as necessary.

8.8 The Hub Participant shall indemnify the AIB in respect of any loss, liability, damages, costs (including legal costs), expenses, claims and proceedings which the AIB may suffer or incur by reason of any breach by the Hub Participant of its obligations under this Article 8.

9   Confidentiality and non-competition

9.1 The Parties acknowledge that within the framework of this Agreement and the EECS Rules they may obtain confidential information in relation to the business of the AIB, of the Hub Participant and of other Hub users and third parties, such as transaction data, the technical and operational structure of the Hub, financial, strategic and economic information and documentation, in any form, that must be deemed "confidential" in accordance with the common business ethics ("Confidential Information"). The content of the present Agreement must be considered Confidential Information. Statistical information regarding Certificates as mentioned in Article 14.2 is not regarded as confidential, although the AIB will take reasonable

steps to prevent the details of individual trades and the commercial position of EECS Market Participants from being made public.

9.2 During the term of this Agreement and 15 years after its termination, the Hub Participant shall take care, at least in accordance with the care taken to protect its own confidential information, to treat as confidential and not disclose to any third party, all Confidential Information relating to the business of the AIB, as well as the content of the Agreement. The AIB shall promptly notify the Hub Participant if it becomes aware of any breach of confidence. If the Hub Participant is responsible for the breach it shall take prompt action to terminate and cure the breach. In any event the Parties will provide reasonable co-operation to resolve any such breach of confidence.

9.3 The Hub Participant's obligations of confidentiality shall not apply to information which was previously or becomes public knowledge without the fault of the Hub Participant, or is disclosed to the Hub Participant by a third party not under any obligation of confidentiality. The obligation of confidentiality will not apply insofar the recipient of Confidential Information is required to disclose such information by law, including by any instruction, direction or request of a public authority which it is reasonable to treat as having the force of law. Without limiting the generality of the foregoing, the money laundering regulations may require the AIB to report suspect transactions.

9.4 The Hub Participant is liable for its employees, its representatives, Registry operator and its duly authorized service providers, as to respect this confidentiality undertaking.

9.5 The Hub Participant shall not directly nor indirectly, during the execution of the Agreement and for a period of twelve (12) months following the termination thereof, be engaged in or interested in the creation of a messaging system similar to the AIB Communication Hub intended to enable Transactions with Certificates between Competent Bodies representing a substantial part of the EU market for Certificates. This obligation will only apply on the condition that the AIB continues to deliver the Hub services, and is not applicable in case of termination of the services of AIB, unless such termination is based on breach of contract by the Hub Participant.

The Hub Participant will not support a competing Communication Hub, should this be created or implemented, and should the AIB promote the use of the AIB Communication Hub or a Hub based on its technology for that purpose, whether or not it does so in the framework of a public tender.

This provision does not preclude the Hub Participant's right to (1) promote vis-à-vis the European Commission the theoretical principle of a Communication Hub, which is intended to enable Transactions with Certificates, but is of a more 'official' or 'regulated' nature than the existing AIB Communication Hub, nor to (2) transfer via a bilateral connection Certificates issued by a Competent Authority which is not a Hub user, as stated in article 3.2.

9.6 The Hub Participant shall indemnify the AIB in respect of any loss, liability, damages, costs (including legal costs), expenses, claims and proceedings which the AIB may suffer or incur by reason of any breach by the Hub Participant of its obligations under this Article 9.

10 Liability and Warranty disclaimer

10.1 The Hub Participant shall comply with the provisions of the HubCom and any document referred to by or subsidiary to the HubCom containing operational or technical requirements explicitly made applicable by the AIB and notified to the Hub Participant at least one month in advance of such document becoming effective. Non-compliance with such provisions will be regarded as material breach and in case of damage, may result in damage compensation to the AIB, any Hub user, Competent Authority, EECS Market Participant or any third party suffering losses caused by such breach.

10.2 AIB shall not be liable for any negligence or actions that are deemed the responsibility of the Hub Participant, the Sender or the Recipient of data, nor of the EECS Market Participants. In particular, AIB shall not be liable for (1) any Hub user's failure to comply with relevant legislation or agreed rules, where applicable, and/or Domain Policy and/or any other data transmission protocols or certification protocols, as the case may be, (2) nor for any erroneous or incomplete information or warranties provided by any Hub user, whether or not published or communicated by the AIB.

10.3 AIB offers a service of "mere conduit" and it has no obligation (but has the right) to monitor the activity of users of the Hub except as explicitly stated in the Agreement, id est in particular in view of the technical validation of Messages and the transfer of data and acknowledgement data as and insofar stated in the HubCom or other applicable documents.

10.4 AIB shall endeavour to offer the transmitted Transaction Data as promptly and accurately as is reasonably practicable. In the event that the data is not transmitted, or incomplete or inaccurate as a result of failure by AIB to perform its obligations under the Agreement, AIB will endeavour to correct any such failure as set forth in Annex 2 "Service level".

Beyond these warranties, there are no other warranties of any other kind with respect to the level of service.

10.5 Except as may otherwise be set forth herein, AIB shall not be liable to the Hub Participant, its EECS Market Participants, or any other person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if AIB has been advised of the possibility of such damages.

10.6 AIB shall not be liable to the Hub Participant or any other person for any unavailability, interruption, delay, incompleteness or inaccuracy of the transferred data than as set forth herein and/or in Annex 2 "Service level".

10.7 If AIB is for any reason held liable to the Hub Participant or to any other person, whether in tort or in contract, the liability of AIB within a single fiscal year of the Agreement (currently one year from 1st July until 30th June, except the first year as stated above under article 6) is limited to an amount of the Hub Participant's damages that are actually incurred by the Hub Participant in reasonable reliance (combined with the total of all claims or losses of the Hub Participant's EECS Market Participants and any other person claiming through, on behalf of or as harmed by the Hub Participant) and which amount does not exceed the lesser of:

   i. The annual recurring fee payable by the Hub Participant to the AIB for the contract year wherein the damaging fact occurs or

   ii. EUR 5000.

10.8 This section shall not relieve AIB, the Hub Participant or any other person from liability for damages that result from their gross negligence or wilful misconduct or from personal injury or wrongful death claims.

10.9 The Hub Participant and AIB understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability, taking into consideration that the AIB is a non-profit organisation.

10.10 This limitation of liability applies to anything related to:

   a) the AIB Communication Hub services;

   b) viruses or other disabling features that affect the Hub Participant's access to or use of the Hub services – however, where the AIB can demonstrate that it applied 'best practice' protection software or hardware, and such viruses or disabling features have not been prevented by such best practice methods, the AIB will not be liable; the notion of 'best practice' refers to the normal precautions for a service provider of the type of the AIB, used with proper care.

   c) incompatibility between the Hub services and other services, software, and hardware, if and insofar any compatibility was explicitly warranted;

   d) delays or failures that the Hub Participant may have in initiating, conducting, or completing any transmissions or transactions in connection with the Hub services in an accurate or timely manner; and

   e) within the framework of this agreement: claims for breach of contract; breach of warranty, guarantee, or condition; strict liability; negligence; or other tort.

It also applies even if:

f) this remedy does not fully compensate the Hub Participant for any losses, or fails of its essential purpose, or is in respect of a fundamental breach or breach of a fundamental term; or

g) AIB knew or should have known about the possibility of damages, insofar AIB has not concealed to the Hub Participant specific risks resulting in the damage that were known by the AIB.

10.11 Disclaimer of warranties. AIB and its third-party service providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or non-infringement, except where warranties are explicitly stated in the Agreement.

10.12 The Hub Participant is responsible for the accuracy and the Integrity of the data included on a Certificate at the time of issuing and during the time period that a Certificate is held within its Registry. The Hub Participant's Domain Protocol shall set out (1) explicit remedies and actions regarding the handling of errors that may affect other Hub users in order to remedy errors and to mitigate any possible damage and (2) the communication or notification of such errors or actions to the other Hub users.

Unless section C.8.4. of the EECS Rules requires otherwise, the data incorporated in a Certificate may not be modified or deleted after it has been transferred outside of the Domain in which it has been issued. All Messages must be digitally signed by the Hub users acting as Sender and encrypted after signature in conformity with the requirements set forth in the HubCom.

10.13 The Hub Participant remains responsible and liable for its Registry and the Certificates issued by it, and shall be responsible and liable for any actions performed by its agent, subcontractor or intervening service provider in this respect.

10.14 The Hub Participant will indemnify AIB and hold AIB and its employees, officers, board members, President, chairmen, directors and other agents as well as other Competent Bodies and Operators of other Registries harmless from any and all claims or losses imposed on or incurred by as a result of, or relating to: (a) any noncompliance by the Hub Participant with the terms and conditions of this Agreement, the Domain Protocol or any applicable legislation; (b) any third-party claims or actions caused to the Hub Participant's sending, receipt and use of the Transaction Data, whether authorized or unauthorized under the Agreement; (c) any claims or losses caused by misrepresentation or incorrect information regarding the data transactions by the Hub Participant.

The Hub Participant will not be liable for damage caused by third parties making unauthorized use of the Hub Participant's system and/or connections (such as hackers, intruders, distributors of viruses) if the Hub Participant demonstrates that it had taken all normal, 'best practice' precautions in order to avoid such damage; 'best practice' refers to the normal precautions for this type of service provider, used with proper care by that type of service provider.

The liability of the Hub Participant vis-à-vis the AIB and other parties mentioned in this clause 10.14 ("the Claiming Parties"), is limited up to a maximum amount in the aggregate of 2 million EUR per calendar year. This amount will be the maximum amount of damage compensation that is due by the Hub Participant to the totality of the Claiming Parties for all damaging events and acts of negligence under this Agreement, resulting in the Hub Participant's liability, occurring in that calendar year. Claims of third parties, submitted directly against the Hub Participant, based on acts of negligence under this Agreement, will be included in order to assess whether or not the maximum liability of 2 million EUR has been reached, even in case such third parties would not be bound by any contractual limitation of liability. The damages will be due to the Claiming Parties on a first come, first served basis; however claims caused by the same event will be paid pro rata the number of Claiming Parties introducing a claim on the basis of that event.

The Hub Participant is vis à vis the Claiming Parties not liable for t damage compensation for loss of good image, loss of profits or anticipated savings, loss of opportunities and moral damage.

The Hub Participant will take out and maintain appropriate levels of insurance to cover its obligations and liability under this Agreement, with a minimum cover of 2 million EUR per annum. If the Hub Participant cannot obtain such insurance cover, it will ensure that its liability and risk of losses are covered by another organization or public authority. If the Hub Participant is not allowed to limit its liability, on the basis of legal restrictions applicable to the Hub Participant, the Special Conditions will contain specific provisions in that respect.

10.15   The Hub Participant will ensure that its EECS Market Participants will be bound by Standard Terms and Conditions which are in their essence in accordance with the Model Standard Terms and Conditions (Annex 5), including at least the provisions that provide limitation of liability, that require the EECS Market Participant to direct any claim based on contractual liability against the Hub Participant only, as sole contracting party, and that require the EECS Market Participant to mitigate any damage resulting from any activity via the Hub.

Where the Hub Participant has not, or has not validly, applied Standard Terms and Conditions as stated here above, and as a result thereof any other Hub user and/or the AIB would be exposed to a liability that would not be limited as stated in the Model Standard Terms and Conditions, the liability of such Hub user vis-à-vis the Hub Participant and, where allowed, vis-à-vis the Hub Participant's EECS Market Participant, will be limited to gross negligence and to

an amount of 5000 EUR per year, and the liability of AIB vis-à-vis the Hub Participant's EECS Market Participant, will be limited to an amount of 1000 EUR per year. In this case the Hub Participant will inform the EECS Market Participants about such limitation of liability.

11 Intellectual Property Infringement Indemnity

11.1 Notwithstanding the application of Article 8 and section M4 of the EECS Rules, each Party (the "Indemnifying Party") warrants and represents that it will defend and will indemnify and hold harmless the other Party (the "Indemnified Party", including AIB and its officers, board members, President, chairman, directors, employees, service providers and other agents), against any claims or losses arising from, involving or relating to a claim by a third party of infringement or other violation of an intellectual property right by the Indemnifying Party, its actions or omissions, equipment or other property. This right is conditioned on the Indemnified Party giving prompt written notice to the Indemnifying Party of the claims or losses and providing reasonable cooperation in the defence of the claims or losses. In every case, AIB shall be permitted to solely defend and settle any claim brought by a third party.

11.2 In case of infringement, the Indemnifying Party shall, at its own account and in its own discretion, safeguard the Indemnified Party's right to continue utilizing the services, or alter the services or related software so that there is no longer an infringement, or replace the services and/or the related software with equivalent services or products the utilization of which does not infringe the rights of a third party.

12 Claims time bar

12.1 Any liability claim of the Hub Participant against the AIB related to the Agreement or to the service described herein must be brought within one year of the related incident. If it is not filed within that time, then the claim is permanently barred.

13 Changes to the operational or contractual framework

13.1 The Hub is a technical environment, which is subject to technological evolution. Furthermore, the Hub is used by many Hub users, and the Hub Participant acknowledges that the Hub cannot be tailored to the Hub Participant's individual requirements and wishes.

As a general principle, the Hub Participant acknowledges and accepts that the AIB may need to make technical or operational modifications from time to time to its system or its services. Such modifications may require corresponding changes to be made in the Hub Participant's system or services. The failure to make timely changes by the Hub Participant may sever or affect the Hub Participant's access to the Hub or the transfer and/or use of the transaction data.

13.2 Operational modifications may imply (1) a modification of the present Agreement and/or its Annexes, and/or (2) a modification of the HubCom.

14   Data protection – Statistical data

14.1   Any personal data included in the Agreement or any other document made in the framework of the Agreement shall be processed pursuant to European Data Protection legislation. It shall be processed solely for the purposes of the performance, management and follow-up of the contract by the AIB Secretariat. The Hub Participant and/or its personnel shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Hub Participant or any of his personnel have any queries concerning the processing of his personal data, he shall address them to the AIB Secretariat.

14.2   Each month, the Hub Participant shall disclose to the AIB certain statistical data that is not considered confidential. This data will be, for each technology, any changes to:

-    The number of Certificates that have been issued, internally transferred, exported, imported, cancelled and expired, during each month prior to the current month;

-    The number of Certificates that have been issued, internally transferred, exported, imported, cancelled and expired, in relation to energy produced during each month prior to the current month;

-    As stated in Article 3.2, the number of Certificates imported through a bilateral connection in its own Registry, and the number of such Certificates transferred through a bilateral connection.

Unless otherwise agreed in the Special Conditions, this data must be made publicly available, at a summary level such that details of individual trades and EECS Market Participants are not made public, on an internet website operated by or on behalf of the Hub Participant, each month, either as data that can be produced as the result of a query, either as downloadable data.

15   Financial sanctions and suspension of service

15.1   In case of material breach of contract by the Hub Participant, or any situation described in Article 16 that may result in termination of the Agreement (which will be considered a breach under this article), the AIB will have the right to suspend the use of the Hub by the Hub Participant. Unless otherwise provided in the Agreement in relation to breach of specific obligations, the AIB will notify the breach by registered mail and will provide a period of thirty (30) calendar days in order to remedy the breach. If the breach is not remedied within that period, the AIB may then suspend the use of the Hub. The AIB shall confirm such suspension by registered mail.

15.2   In urgent circumstances the Secretary General of the AIB may suspend the use of the Hub immediately, and such suspension will be confirmed as soon as possible by registered mail. A member of the Board of the AIB will confirm such suspension within 4 calendar days. Such confirmation can be expressed by e-mail. If no such confirmation is done in due time, the

suspension will be ended and access to the Hub resumed. However, if such confirmation was impossible due to absence of the members of the Board during this timeframe, the Secretary General may at his own discretion decide to continue the suspension if, in his reasonable opinion, the urgent circumstances justify such continued suspension. In such case, a member of the Board will decide as soon as practically possible whether the suspension must be continued or ended.

Urgent circumstances are circumstances where, in the reasonable opinion of the Secretary General, there are indications that possible damage must be prevented or mitigated, or indications of fraud, unlawful actions or breach of intellectual property rights or confidentiality obligations.

15.3 In case of material of breach by the Hub Participant of any obligation stated herein and in accordance with Article 8.2.2 (i) of the Articles of Association, the Board of the AIB may request payment of indemnity of 500 EUR per infringement, covering the administrative costs and burdens caused by this infringement. This includes but is not limited to the obligations set forth in clauses 3.3, 4, 8, 9 and 14.2.

16 Termination

16.1 Termination for cause

16.1.1.

Upon written notice given by registered mail, and in accordance with Article 3.3.2. of the Articles of Association of the AIB, either Party may immediately suspend or terminate the Agreement in full or in part if the other Party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding or if any such proceeding is instituted against such other Party, or in case of dissolution of the organization. In case a Party becomes subject to any of the aforementioned events it shall notify the other Party thereof as soon as reasonably possible but no later than within a period of one (1) month as from the date of occurrence of the event.

The AIB may terminate the Agreement similarly in case the Hub Participant loses its status as Authorised Issuing Body, or because of non-payment of its Membership Fees duly called for, and in accordance with Article 3.3.2 of the Articles of Association.

16.1.2.

The Hub Participant may, without prior legal intervention by a court, terminate for cause the Agreement in full or in part because of material breach, by following the process set forth hereunder:

(i) the Hub Participant will provide the AIB with written notice by registered mail of such material breach within a reasonable timeframe after it has become aware of such alleged breach, describing in detail the specific nature of the material breach, and will provide the

AIB with twenty (20) calendar days to cure the material breach unless the nature of the breach or the circumstances are such that it would be unreasonable to expect a cure within twenty (20) days. In such case, an additional ten (10) calendar days will be allowed or any other term agreed between Parties;

(ii) after expiry of the period provided to cure the material breach without such cure, the contract can be terminated by the Hub Participant, which will notify its decision to terminate by registered mail;

(iii) In case the material breach cannot be cured, the Hub Participant may terminate the Agreement without granting a period to cure the breach, but it will in that case provide a notice period of twenty (20) calendar days, notwithstanding its right to suspend its obligations.

16.1.3.

The AIB may, without prior legal intervention by a court, terminate for cause the Agreement in full or in part (and expel the Hub Participant as AIB member) because of material breach, by following the process set forth hereunder:

(i) Where the General Secretary of the AIB determines that the alleged non-compliance of the Hub Participant, notified to him under section J.1 of the EECS Rules is material, and that:

(a) the allegation is reasonably well-founded; and

(b) the alleged non-compliance has not been voluntarily rectified by the Hub Participant,

He shall refer the alleged non-compliance to a Compliance Assessment Panel.

(ii) Where an Assessment Panel, in accordance with section I.4.1.1. of the EECS Rules considers that :
a. The Hub Participant is materially non-compliant with the terms of the EECS Rules or this Agreement and

b. The Hub Participant has not undertaken to rectify such non-compliance within such period, as may be determined by the Assessment Panel having regard to the gravity of such non-compliance;

It shall recommend either the issuing of a Rectification Order, or the suspension of the Hub Participant, or the withdrawal of the Hub Participant's status as Authorized Issuing Body or the expulsion of the Hub Participant from the relevant EECS Scheme(s), as set forth in section I.4.1.1. of the EECS Rules.

In case the Assessment Panel recommends the expulsion, the Hub Participant may be expelled as set forth in section F.7 of the EECS Rules and the Agreement may be terminated as a consequence thereof.

16.2 Termination for convenience

The Agreement can be terminated for convenience pursuant to article 6.1.

16.3 Termination due to Force Majeure

The Agreement can be terminated due to prolonged Force Majeure, pursuant to Article 18.3.

16.4 Consequences of termination

On termination of the Agreement for any reason, each Party shall:

(i)   return to the other Party all the other Party's Confidential Information, or provide a certificate certifying it has destroyed these; and

(ii)   cease to use any of the Intellectual Property Rights, infrastructure or services of the other Party.

Termination of the Agreement for any reason shall not affect any other rights or liabilities of either Party nor the continuance of any provision that is expressly stated to continue after such termination.

17   Assignment – third parties

17.1   The Hub Participant may not assign the Agreement, or any part of it, to any other person. Any attempt by the Hub Participant to do so will be void. The Hub Participant may not transfer to anyone else, either temporarily or permanently, any rights to use the Hub services or any part of these services which are specifically granted to or assumed by Hub users, unless explicitly agreed in advance and in writing by the AIB. The Hub Participant may grant the right to use the Hub to a Registry Operator or agent and to the EECS Market Participants, insofar this is necessary for the operational service.

17.2   The AIB will have the right to assign the Agreement to an organization or company directly or indirectly controlled by the AIB.

17.3   The Agreement is solely for the Hub Participant's and AIB's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under the Agreement, if any.

18   Force Majeure

18.1   Neither Party shall be held liable nor be deemed in default under the Agreement for any delay or failure in performance of any of their respective obligations if such delay or failure is the result of causes beyond the control and is not caused by the negligence of such Party. Such causes shall include, without limitation, acts of war, civil war, riots, acts of terrorism, general strikes or lockouts, insurrections, sabotage, embargoes, blockades, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign, national or supranational), communication line failures, power failures, fires, explosions, floods,

accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to as "Force Majeure").

18.2 The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent prevented by Force Majeure and the direct consequences thereof (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented), provided that the Party so affected shall use its best efforts to avoid or remove such causes of non-performance and to minimize the consequences thereof and the Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

18.3 In the event that the Force Majeure continues to persist for a period exceeding one (1) month, then either Party shall have the right to terminate the Agreement by giving twenty (20) business days written notice of termination to the other Party.

19 Communication and notifications

19.1 Any communication and notification relating to the Agreement shall be made in writing (including e-mail) and shall bear the Contract number and shall be sent in accordance to Section M2 of the EECS Rules. Communications and notifications shall be sent to the following addresses, until notice of change of any address in writing:

- Association of Issuing Bodies:

  Via postal services to The Association of Issuing Bodies, 23 Station Road, Gerrards Cross, Buckinghamshire SL9 8ES United Kingdom, or via e-mail to secgen@aib-net.org.

- The Hub Participant:

  Via postal services to Elektromreža Srbije, Joint Stock Company, Kneza Miloša 11, Belgrade, Serbia or via e-mail grexel-info@ems.rs.

The Parties may give notice or communicate by the e-mail address provided above or to such other e-mail address, as either Party shall hereafter specify by prior written notice. By providing an e-mail address, the Parties agree that any receipt received by either Party from the other Party's service provider or internet computer server indicating that the e-mail was received shall be deemed proof that the other Party received the message.

20 Waiver

20.1 No failure on the part of AIB or Hub Participant to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under the Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under the Agreement.

21   Salvation

21.1   If any of the provisions of the Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

22   Survival

22.1   Sections of the Agreement that, by their terms, require performance after the termination or expiration of the Agreement, will survive.

23   Applicable law

23.1   The Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, European Community law, complemented, where necessary, by the national substantive law of Belgium, without reference to the principles of conflicts of law thereof.

24   Disputes and Jurisdiction

24.1   If a dispute should arise, the Parties shall meet in order to attempt to resolve such dispute in good faith. Either Party may submit a request, in writing, to the other Party to call a meeting within 10 calendar days, at a mutually agreed time and place, or if an in-person meeting is not practicable, identify other methods of communication that may be used. If the dispute cannot be solved within 30 calendar days after the request, either Party will have the right to enter arbitration proceedings as stated here below.

24.2   If, and to the extent that, a dispute in relation to the validity, interpretation or performance of the Agreement has not been settled pursuant to the procedure set forth above, each Party will have the right to enter arbitration proceedings and the Party that is ready to do so will send a notice of arbitration by registered mail to the other Party. In this case, the dispute shall be finally settled by an arbitrator, jointly appointed by the Parties. If the Parties are not able to appoint an arbitrator within 20 calendar days, they will each appoint a person (delegate) who is a practicing lawyer or legal counsel in Belgium or any other country, and both appointed delegates will jointly appoint an arbitrator within 15 calendar days from the date that the Parties require them to do so. If the delegates cannot appoint an arbitrator within a timeframe of 15 calendar days as from the request, each Party may require the appointment of an arbitrator in conformity with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) ("ICC Rules"), unless both Parties jointly agree (1) to follow the rules of the Belgian arbitration organization Cepina or (2) jointly agree to submit the

appointment of an arbitrator to the competent court of Brussels. The Parties may jointly agree to apply other arbitration procedures.

24.3   The arbitration procedure will be held in accordance with the ICC Rules. The place of arbitration shall be Brussels, Belgium, unless otherwise agreed. The arbitral language shall be English unless otherwise agreed. The procedural law of the place of arbitration shall apply where the ICC Rules are silent.

24.4   The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration.

24.5   Any legal action or proceeding between the Parties regarding the payment of undisputed invoices, or invoices that are not substantially disputed, is not subject to the procedures set out in clauses 24.1 to 24.4 and shall be submitted to the exclusive jurisdiction of the competent courts in and of Brussels, Belgium. The competent court may decide whether or not an invoice is substantially disputed in order to decide on its jurisdiction. However, the claimant will have the right, at his choice, to act in conformity with clauses 24.1 to 24.4.
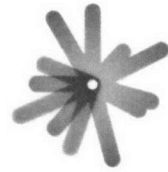
Signed in two originals; each Party acknowledges having received an original.

For AIB, 29|11|19

TSChernutter

Mrs. Tschernutter

For the Hub Participant,

Mrs Jelena Matejić,
General Manager
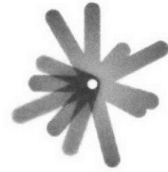
AK

Mr. Moody

Date

29-1.-19

Date

0 7 -11- 2019

AIB

association of issuing bodies

Annexes

Annex 1. Special conditions

Annex 2. Service Level

The Association of Issuing Bodies (hereinafter referred to as "**the AIB** "), on the one part
and
Joint Stock Company Elektromreža Srbije (hereinafter referred to as "**the Hub Participant**"), of the other part,

each referred to as a "Party" and jointly as "Parties"
taking into account the following,

Whereas

1. This Annex sets out specific requirements applicable to the JSC EMS – Serbia pursuant to its national legislation and verified international agreements.

2. This document constitutes an Annex to the AIB Communication Hub Participant Agreement.

3. The Treaty establishing the Energy Community (the Treaty) is an international agreement concluded between the European Community on the one hand and Albania, Bosnia and Herzegovina, Macedonia, Moldova, Serbia, Ukraine, Montenegro and UNMIK, as the Contracting Parties, on the other. It established the Energy Community as an international organization with the aim of extending the internal energy market of the EU to the region of Southeast Europe and the Black Sea region.

4. By adopting the Treaty, the Contracting Parties made legally binding commitments to adopt core EU energy legislation (adapted by Energy Community), the so-called "acquis communautaire" . The Treaty and its acquis evolve constantly to incorporate new sectors as well as update or replace older acts. To stay on track with the evolution of European Union law, Articles 24 and 25 of the Treaty allow the adaptation of the acquis and implementing of possible amendments. This ensures that the Energy Community Contracting Parties keep pace with EU developments and continuously align their regulatory frameworks in the energy and related sectors to those of the EU.

5. In accordance with AIB Communication Hub Participant Agreement Parties are accessing to the conclusion of Annex 1 as follows.

Special conditions

Annex 1.

Article 23.1. is amended to read:
The Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the the acquis communautaire Energy Community (European Community) law, complemented, where necessary, by the national substantive law of Belgium, without reference to the principles of conflicts of law thereof.

Schedules

to the AIB HUB Hosting & Software Maintenance & Management

between
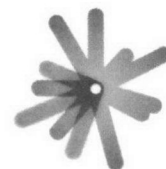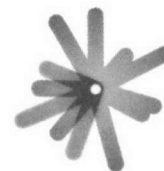
Association of Issuing Bodies AiBSL

and

Unicorn Systems a.s.

Document name:	Hosting SMM Schedules V1.0
Datum:	September 2nd 2015

AIB
association of issuing bodies

Index:

AIB:

Supplier:

AIB
association of issuing bodies

1. **SCOPE**

   In Scope are Hosting of the AIB Hub Application and the Software Maintenance and Management (SMM) on the AIB Hub Application.

2. **HOSTING OF THE AIB HUB APPLICATION**

   Purpose/Scope

   The Supplier is to install, maintain and keep a hosting environment for the HUB and make this available to the AIB to be able to conduct her business. This will be the P- or Production environment.

   The Supplier is to provide and maintain a so-called A- or Acceptance Environment along with the Production hosting environment for software maintenance purposes. The Acceptance Environment shall be maintained as to keep it identical to the Production Environment, but for the external connections.

   Hosting Service Levels

   The Supplier shall adhere to criteria as set out in Schedule "Service Levels Agreement" and apply it to the hosted Production Environment. This also applies to Changes and Incidents.

   Hosting processes

   The Supplier shall implement and apply service processes for hosting. These processes shall be based on ITIL principles (or like), and shall include at least: Change management, Configuration management and Incident management. The processes will be reported upon according to the Schedule "Reporting".
   The AIB Hub Application, the processes and the management information shall be documented according to Schedule "Documentation".

3. **SOFTWARE MAINTENANCE AND MANAGEMENT OF THE AIB HUB APPLICATION**

   Purpose/Scope

   Supplier shall keep the AIB Hub Application up-to-date, develop (on request) new functionalities and remedy Incidents through Software Maintenance and Management (SMM) and applying it to the Hub Application to make it available to the AIB to be able to conduct her business. This includes updating all platforms, operation systems and applications involved for hosting and for the Hub Application itself.

   Maintenance and management processes

   The Supplier shall implement and apply specific service processes for maintenance and management. These processes shall be based on ITIL principles, (or like), and shall include at least: Development, Change management, and Incident management (Emergency Changes). Special attention is to be paid to Quality Assurance aspects and Reporting.

   Maintenance and Incident Services

   The Supplier shall, by order and by its own, conduct development work. The work covers Changes, Incidents and emergency Incidents. Changes will be ordered according to Schedule "Small Work".

   The Supplier shall provide support in case of Incidents according to the criteria set out in Schedule "Service Levels Agreement".

AIB:

Supplier:

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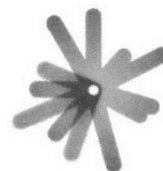
4.   **SOFTWARE AND LICENCES**

The following (own and 3rd Party) software and software licences and licensing conditions will be involved in hosting the AIB Hub and in the subsequent operating of the Application:

Product / library	Version	License
UOP	2.0	LGPL
WildFly (JBoss Application Server)	8.1	LGPL
Apache Camel	2.15	Apache License
MySQL	5.6	GPL
AngularJS	1.2.14	MIT
Apache projects	various	Apache License
BouncyCastle	1.47	MIT
Drools	6.1	Apache License
Hibernate	4.3	LGPL
Jasper reports	6	LGPL
jCaptcha	2.0	LGPL
jQuery	1.9	MIT
JUnit	4.11	Eclipse Public License
LogBack	1.1	LGPL
SLF4J	1.7	MIT
Spring	4	Apache License
Spring MVC	4	Apache License
Spring others	Various	Apache License

The licenses will be made fully and in all aspects available or ownership transferred to AIB in order to be able to be independent of Suppliers services and to move to other Suppliers. They are part of the hosting fee.

Licences are subject to the legal statements in this Agreement.

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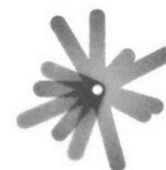
Schedule "Service Level Agreement"

1. **SCOPE**

   The Application shall be maintained for proper operation and future development. It shall be made available to AIB registries through a hosting party. Hosting and SMM shall be provided to AIB according to the following Service Levels.

2. **SERVICE LEVELS HUB HOSTING PERFORMANCE AND APPLICATION**

   Hosting Capacity Service Levels.

   Regarding the performance of the HUB, the hosting service shall propose on the basis of the following performance KPI's:

KPI	SLA	Conditions
Capacity of transactions	At 1.000 transactions per day; regardless of size of transactions (number of guarantees of origin per transaction)	During Prime time
Capacity of number of users	100 concurrent users (registries)	All hours
Capacity by design of the Application in combination with a Hosting Party	10 concurrent files of max 25 Mb to be processed in 5 minutes	All hours

Hosting and Software Incidents Application Support Levels.

The Supplier shall respond to Incidents on both hosting Incidents and Incidents with the AIB Hub Software/platforms according to the criteria set out in the table below. All times are CET.

Rating consequences	KPI
Application % during prime time	99,5%
Application % outside of prime time	95%
Time zone used	CET
Summertime applicable	Yes (CEST)
Prime time	1. Office hours 2. period 25/12 – 01/01 of each year
Outside of prime time	18:00 – 08:00
Office hours	08:00 - 18:00
Standby after office hours	N
Standby time	Not applicable
Max down time during prime time	12 h/year, 1 hr./month
Max response time	4 hrs.
Max resolve time highest priority Incident	8 hrs.
(De-)activate Application on demand within	< 30 min

AIB:

Supplier:

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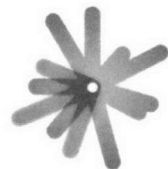
Rating consequences	KPI
Resolve time is measured during: Downtime time is measured during: Response time is measured during: Deactivation on demand time is measured during:	Office hours
Backup of data	Yes
Change window with downtime	00:00 - 06:00
Change window without downtime	office hours
Change frequency Maintenance	Every 14 days
Change must be known	14 days in advance
Opening hours support/maintenance/service Application	During Prime time
Monitoring	Active 7*24
Max alert time (alert triggered from monitoring)	< 30 min
Report on events in case of service affecting Incidents	2 Working Days

Data recovery and contingency
Data Recovery, contingency plans and procedures are part of the Hosting Service as described in § 6.2.4 (Hosting Service) and §6.4 (Service Level Specifications) of the Suppliers Proposal.
Procedures and policies are based on Suppliers quality systems, based on the ISO 27000 standard.

Service Level adaptation.
AIB is entitled to move to different Service Levels (higher or lower) for each Product/Service at least once per year against costs as set out in Schedule "Finances'.

Incident handling
Supplier is to align its Incident handling with the procedure for the Hub Super User in the §3 of this Schedule.

Supplier is to provide its services at (all) Working Days of the year (i.e., including on any Public Holiday) and in the last week of the calendar year.
This requirement differs from the Application of the Super User. For the periods that the Super User is not available, Registries (i.e. AIB members using the AIB Hub) will be able to call directly to Supplier (Helpdesk) *for Top Priority Incidents only*. The request will be validated afterwards by the Hub Super User.

Incidents may be "downgraded" by Supplier according to the table underneath to be able to create resolving time under the condition that they remain in accordance with the Service Level(s) in §2 of this Schedule.

Incident and Bug resolving is included in the Hosting and SMM services and cannot be invoiced by Supplier. Incidents shall be logged in Jira.

Capacity Management.
Supplier shall perform capacity management on the hosting and performance of the AIB Hub Application.
Supplier will report on the performance and Incidents according to Schedule "Reporting" of this Agreement.

AIB:

Supplier:

AIB

3. **AIB'S SUPER USER INCIDENT SERVICE LEVEL**

This paragraph is an instruction to the AIB Hub Super User and is to be interpreted as a reference for Supplier to align its services to provide the SL as in §2 of this Schedule.

Incidents and Incident handling procedure.

An Incident is an unplanned interruption of the IT services or an unplanned reduction in the quality of the IT services. The Super User is responsible for the handling of Incidents in accordance with the SLA, except in cases of force majeure.

Any Incident is to be investigated by the Super User following the response times in the below Response Time Table. Within this period, the Super User must have started the necessary process for remedying the Incident i.e., they must have contacted the relevant user, and must have started the Analysis of the Incident and the cause and impact thereof. An Incident must be solved by the Super User in the Solving Time period. If that is not possible, then the Super User must make sure that the Incident is escalated to the HUB Provider and that their work on solving the Incident has started within the Solving Time period. As soon as the Super User should reasonably know that they cannot solve the Incident, they shall escalate the Incident in order to minimize any time lost.

For any Incident, the level of priority needs to be judged. The Super User sends their Proposal of the priority level to the AIB Secretary General and the WGS Chairperson or their deputy. For as long as none of these addressees have provided guidance to change the proposed level, the Super User shall continue to work on the Incident in that priority level. In case of doubt, the WGS Chairperson shall decide on the priority of the Incident, but can be overruled by the AIB Secretary General or the chair of the Board.

The priority of any Incident is always to be considered "Top" when its Response Time involves risks on data loss or data reliability, important economic consequences for the AIB or the HUB User(s) or Market Parties involved, double counting of certificates, downtime of the HUB, and when the safety or security of the services must be safeguarded. For the avoidance of doubt, an Incident is always considered "Top" when the HUB core process (=message Delivery) is not available.

The priority of any Incident is always to be considered "High" when its Response Time involves minor economic consequences for any Party involved. For the avoidance of doubt, an Incident is always considered "High" when the message Delivery is not working for 1-2 HUB users or when the user interface is not available.

Response Time determination.

The Response Time for solving Incidents is determined as follows:
- Impact + Urgency determines Priority,
- Priority determines applicable Service Level,
- Service Level is a combination of Service Window + Response Time

Impact table:

Impact	Description
High	The Incident affects one or more business critical processes
Low	The Incident affects one or more non business critical processes

A business critical process is affected when the HUB cannot be accessed by an AIB Member or the Go's cannot be transferred accurately and reliably as instructed by the account holder for any reason.

AIB:

Supplier:

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association of issuing bodies
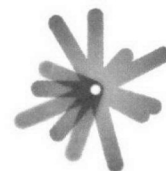
Urgency table:

Urgency	Description
High	The Service or an essential part of it has to be restored immediately. There is no Workaround or temporary solution available to continue working.
Medium	The Service does not have to be restored immediately but as soon as possible or, There is no Workaround or temporary solution available to continue working, but work can be postponed without financial or economic consequences.
Low	Restoring the Service can be postponed for a longer time without financial or economic consequences. The Incident is merely annoying but not damaging. A Workaround or temporary solution is available, so work can be continued.

Priority table:

Priority	Impact High	Impact Low
Urgency High	Top	High
Urgency Medium	High	Low
Urgency Low	Low	Low

Incident handling Service Levels.
Incidents are handled according to the Service Window Table:

KPI	Requirement	Description
Service Window Service Desk for all priorities.	Working day exempt public Holidays. **09:00 - 17:00 CET**	Support Window: Period in which HUB Super User is to address and solve an Incident.

Response Time and Solving Time Table:

KPI	Response Time	Solving Time
Priority Top	2 working hours	4 working hours (consecutive and finish Incident)
Priority High	4 working hours	8 working hours
Priority Low	8 working hours	40 working hours

AIB:

Supplier:

AIB

association of issuing bodies

<u>Schedule "Governance"</u>

1. CONTRACT OWNERSHIP

	AIB	Supplier
Contract-Owner	AIB Board	Marc Duinker (Accountmanager)

2. GOVERNANCE MODEL

<u>Introduction</u>
This Schedule sets the Governance Structure for the Software Maintenance and Management Services, the roles and responsibilities of both Parties to maintain a working relationship and the type, content and frequency of the review meetings that will be held. Roles and Responsibilities can be combined in one person.

<u>Meeting Structure</u>
For each level, a separate meeting structure is defined in which at least one representative of AIB and Supplier shall take part. In exceptional situations both AIB and Supplier shall be able to request an additional meeting through the agreed channels which request shall be met by the other Party.

Level	Meeting	Participants	Frequency
Strategic	• Strategic demand • Management	• AIB Board • Unicorn Top management	Once a year.
Tactical	• Evaluation of SLA and Work Order	• Unicorn NL Managing Director, Account manager • AIB: Board representative, WGS member.	Every 6 months.
Operational	• Service Meeting	• Unicorn Service manager • Hub Super User	Monthly.
Operational	• Change Advisory Board	• Unicorn Account Manager, Service manager • WGS, Member, Hub Super User	Bi-Monthly.

<u>Service Meetings</u>
Service Managers (i.e. AIB Hub Super User) will meet on a regular basis (at least monthly) to discuss tactical issues. The Service Meeting will evaluate the Service delivered with respect to the agreed Service Levels. If necessary, improvement plans will be agreed and initiated.

AIB:

Supplier:

AIB
association of issuing bodies
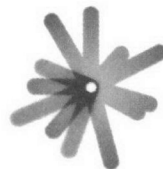
1.   **SCOPE**

Supplier is to create, maintain and provide through a Documentation Process all documentation that is required by accepted standards to host and maintain the AIB Hub Application.

The Documentation Process covers all activities needed in order to make clear and accessible Documentation regarding the Application and make it available to AIB.

In scope (at least):
-   User manuals
-   Configuration Records
-   Change Logs,
-   Impact Analysis,
-   Functional Design,
-   Technical Design

2.   **DOCUMENTATION PROCESS**

The Documentation Process consist of creating and maintain document on the AIB Hub Application.

The creation and production of documents is at Suppliers discretion w.r.t. set-up and layout.

Document governance (i.e. reviewing, changing documents and authorizing releases) is at Suppliers discretion. There will be version control on all documents.

During development and building of Application Changes, documents will be provided to and by AIB in PDF-format or will documentation must be remotely accessible and downloadable by the AIB.

Documentation Service Level

All documentation shall be available to AIB in final version and within one (1) day of acceptance of Changes, those accepted by Suppliers as well as by AIB.

AIB:
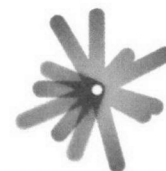
Supplier:

Schedule "Acceptance"

1. ACCEPTANCE GENERAL

This Schedule covers both Hosting/Maintenance and Small work and Changes.

2. DELIVERY

Supplier shall deliver the Software to the P-environment in accordance with the agreed planning and Service Levels.

3. DEVELOPMENT ACCEPTANCE CRITERIA (CHANGES)

Acceptance

The Software will be accepted when applied to the AIB Hub Application and released in the P-environment.

Conformity to Functional Design of Changes

The conformity to Functional Design is leading in Acceptance of Software by AIB. Based on the Functional Design; a Test Plan and test scenarios will be drawn up.

The acceptance criteria set in the Development Agreement and its Schedules apply on all Changes.

Findings resulting from testing of Changes

All features and functionalities of the Functional Design shall be tested by AIB by means of test scenario's (Acceptance Test) and declared accepted or, if rejected, shall have resulted in a Finding. All Findings shall be recorded in Jira and, if established by Supplier, reported to AIB.

All Findings of testing shall be resolved by and on cost of Supplier, both originating from Supplier (Delivery testing) as from AIB (User Acceptance Test (UAT)).

Acceptance w.r.t. to the Source Code

Based on the Tiobe Quality Assurance methodologies the following acceptance criteria for the newly developed code (AIB Hub) can be identified:
- "B" for the core / message processing part of the AIB Hub
- "C" for the other functionalities

The definitions of acceptance criteria of Tiobe BV apply.

Quality code assessment parameters (e.g. compiler settings, coding standards etc.) will be defined according to UOP settings and UOP development standards.

If desired levels are not achieved, the findings will be analysed and explained to AIB. Findings which can be successfully explained to AIB with respect to technology limitations and standards (no suitable or economical alternatives) will be excluded from assessment. Findings which do not impose AIB business risks can be improved after go-live.

No malicious code (viruses, logical bombs, backdoors etc.) is present in the Deliverables.

AIB:

Supplier:

AIB
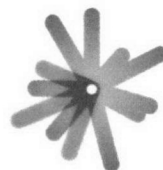
4.   ACCEPTANCE PROCEDURE

Acceptance procedure for Changes

AIB shall inform Supplier in writing, no later than 10 (ten) Working Days after completion of the Acceptance Test, if the Acceptance Criteria have been met. The Software concerned shall then be accepted.

If the Acceptance Criteria have not been met upon completion of the Acceptance Test, AIB shall inform Supplier in writing, no later than 10 (ten) Working Days after completion of the Acceptance Test, about the specific aspects of the Software, which do not meet the Acceptance Criteria.

If the Software is delivered in parts, the Acceptance of the various parts shall not automatically constitute Acceptance of the entire Software.

If the Acceptance Criteria have not been met AIB shall inform Supplier thereof and grant Supplier an extension period to repair the Errors in the Product and/or Service, after which AIB shall repeat the Acceptance Tests. Unless otherwise agreed, the extension period shall be 20 (twenty) Working Days. The extension period starts immediately upon the later of the reception of the written notification from AIB as referred to above, or the date of completion of the Acceptance Test.

During the extension period Supplier shall, without additional cost to AIB, perform such additions to or modifications of the relevant Product and/or Service, until the Acceptance Criteria have been satisfied and the Product and/or Service has been accepted in accordance with this clause.

If, after the expiry of the extension period, Supplier has still not performed the Acceptance Test satisfactorily, AIB may reject the Software and terminate the Agreement in full or in part. In case of rejection, AIB may, unless agreed otherwise between the Parties, return to Supplier all items delivered to AIB pursuant to the Agreement and, without prejudice to AIB's right to recovery of the damages and losses suffered by AIB, Supplier shall refund to AIB all payments for the rejected deliveries made by AIB in connection with this Work Order.

AIB:

Supplier:

AIB

Schedule "Reporting"

1. **REPORTING**

    The reporting process covers all activities needed in order to deliver correct and on time information that provides AIB the insight on the quality of the service delivered by Supplier. Supplier shall report in a digital manner to AIB.

    All provided (standard) reports shall be archived by Supplier and made available to AIB for the duration of the Agreement Hosting & Software Maintenance and Management Services.

2. **MONTHLY SERVICES REPORTS**

    Every month Supplier shall report to AIB on Services rendered by means of reports on hosting and on SMM. Supplier shall make all reports available to AIB within the Service Windows as in the Service Levels Reporting table underneath.

    Service Levels Reporting
    Service Levels Reporting table:

KPI	Requirement	Description
Hosting performance	Monthly service report (MRS) delivered at the latest on the 10th day of the next month	report as in Unicorn Maintenance Report Template
Application	Monthly service report (MSR) delivered at the latest on the 10th day of the next month	report as in Unicorn Maintenance Report Template
Incidents	1) next day after solving the Incident through Jira 2) in Hosting Performance and Application report	to be agreed
Tickets	Monthly overview (Jira) and in MSR	to be agreed
Changes	Monthly overview (Jira) and in MSR	to be agreed

AIB:

Supplier:

AIB

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Schedule "Small Work"
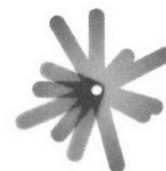
1.   **CHANGES**

Change procedure
Changes will be ordered through the procedure as in this Schedule.

Delivery and acceptance
All Changes will be delivered in the P-environment. Acceptance will be according to the Schedule "Acceptance"

Small Work order Form

Small Work Agreement form	
Attachments:	....
Starting date (= spend period)"	....
(expected) end date:	....
Deliverables:	....
Acceptance Criteria:	....
Description of work:	....
Financial basis:	☒Fixed Price , ☐Fixed date, ☐Fixed date/Fixed Price, ☐Time & Materials
Location of the work:	....
Super User	....
Manager Application Service Delivery	....
Estimation of hours, rates:	....
Sum/amount:	....
Remarks:	....

AIB:

Supplier:

AIB

association of issuing bodies

Schedule "Policies"

1. **INTELLECTUAL PROPERTY RIGHTS**

    Except as expressly provided, nothing in this Agreement Hosting & Software Maintenance and Management Services shall transfer, assign, license or otherwise grant any Party any right or interest in any other Party's Intellectual Property Rights.

    AIB shall retain all Intellectual Property Rights in the AIB Materials and the AIB Data, including any modifications made to them by or on behalf of either Party under the Agreement Hosting & Software Maintenance and Management Services.

    If agreed in the Work Order that AIB shall provide AIB Materials to Supplier the following shall apply.

    AIB grants the Supplier a limited, royalty-free, non-transferable, non-exclusive licence to use AIB Materials and AIB Data solely for the purpose of providing the Product and/or Service to AIB.

    The Supplier shall not, and shall procure that its Subcontractors do not:
    -   make back-up copies of AIB Materials or AIB Data, or use or access the Source Code versions of AIB Materials, except as necessary for the performance of the Services or as required by Applicable Law;
    -   assign transfer, sell, rent, grant sub-licenses or otherwise deal in or encumber AIB Materials or AIB Data, or use AIB Materials or AIB Data for the benefit of, or on behalf of, a Third Party, or make AIB Materials or AIB Data available to a Third Party;
    -   make back-up copies of AIB Materials or AIB Data, or use or access the Source Code versions of AIB Materials, except as necessary for the performance of the Services or as required by applicable law;
    -   make any modifications to AIB Materials or AIB Data without AIB's prior written consent;
    -   remove or alter any copyright or other proprietary notice on any of AIB Materials or AIB Data made available to the Supplier by AIB.

2. **QUALITY ASSURANCE**

    In the performance of the Agreement Software Maintenance and Management Services, Supplier shall use a system of quality assurance as recorded in this Schedule.

    Deviation from this system is only possible after the prior, written approval of AIB. Supplier shall obtain and maintain a competitive edge with regard to performance- and quality levels. AIB and Supplier shall jointly develop measuring criteria and methods in order to measure realisation of this target.

    Supplier shall allow AIB to inspect its quality assurance system at AIB's first request and at no additional costs for AIB.

3. **AUDIT RIGHT, CONDUCT AND SECURITY**

    On audit rights

    AIB has the right to audit Supplier after prior consultation with Supplier with regard to scope, process and consequences of the outcome. AIB has the right to review the software.

    On Conduct

    Troubleshooting and solving reported vulnerabilities (mitigation) falls within the responsibility of the maintenance contract and is done accurately, in a timely manner.

AIB:
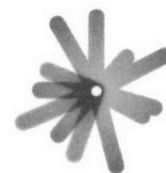
Supplier:

Supplier shall immediately inform AIB of any (suspected) security or fraud related Incident.

The Application provides access control sufficient to enforce segregation of duties for the different roles (DAB, content management, functional management and other identified roles)

On Safety and Security
Supplier shall, in general and next to the clause in the Agreement, take appropriate measures to safeguard:
- confidentiality of AIB information
- integrity of AIB information

Any (new) external connection between Supplier and AIB must be formally certified by AIB and officially approved by the AIB's Review Committee External Connections.

A list of users authorised to the Application and/ or to the Application is delivered on request to AIB

The following software safety and security policies are to be adhered to:
- Industry standards are followed for developing the environment and delivered software. For web-based Applications, the OWASP Top 10-standard, latest version, are explicitly covered.
- Software, data and files are to be delivered in a secure way to the AIB.
- Only authorised personnel have access to the Applications under development and to the physical servers.
- Sufficient segregation of duties is in place between development and production environments.

Troubleshooting and solving reported vulnerabilities (mitigation) falls within the responsibility of the maintenance contract and is done accurately, in a timely manner. For solving reported vulnerabilities, the AIB will have to grant permission for activities in advance.

The Source Code has been or will be scanned (Code review) by AIB for Security vulnerabilities in an automated way using industry standard tools or the Source Code is delivered to AIB who will deploy a trusted 3rd Party that will perform the Code review.

No malicious Code (viruses, logical bombs, backdoors etc.) is present in the delivered products

4. SUBCONTRACTORS

Subcontractor Policy
Supplier shall be allowed to deploy Subcontractors. Such sub-contracts shall be the sole responsibility of Supplier and shall comply with the same conditions as Supplier has stated, agreed and applied in its own Quality Assurance system.

Supplier shall propose in writing any Subcontractors before they are deployed. AIB shall approve in writing any Subcontractors before these are deployed.

The list is to be kept up-to-date by Supplier (including the approvals) and be made available to AIB on request.

This clause does not apply to the companies within Unicorn holding.

Approved Subcontractors
AIB has given approval to Supplier to hire the following Third Parties as Subcontractors, without affecting Supplier's responsibility as sole and prime contractor:

AIB:

Supplier:
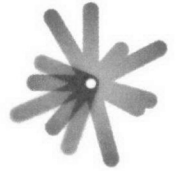
Approved Subcontractors	
Statutory name:	T-systems
Address:	
Subcontracted tasks:	Hosting of the Hub Application

AIB:

Supplier:

AIB
association of issuing bodies
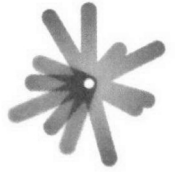
Schedule "Agreement Change Form"

1.   AGREEMENT CHANGE FORM

The Agreement Hosting &Software Maintenance and Management Services and these Schedules can only be changed by means of a written document signed by authorised representatives of both Parties, which is determined as follows:
- any amendment to the articles and attached Schedules must be approved by the authorized signatories indicated below (or their successors) on behalf of AIB and by authorized signatories (or their successors) on behalf of the Supplier; and
- amendments to the said Schedules must be approved by the respective Contract owners of the Parties as identified in the Schedule "Relation management and communications".

The following procedure applies to all Changes. All Parties are entitled to request Changes to the Agreement Hosting & Software Maintenance and Management Services by means of a completed copy of an Agreement Change Form ("ACF") in the form of Schedule "Agreement Change Form". The Party receiving an ACF shall reply to the other Party within 10 Working Days, unless the Parties agree on a different term;

If a Change can be carried out without affecting the costs of Supplier and within the agreed timeframe, AIB shall announce its decision to approve all of the Change by means of the completing section 3 of the ACF and Supplier shall implement the Change as part of the relevant performance.

If a Change:
- cannot be carried out without additional costs for Supplier, or
- cannot be carried out within the agreed plan timeframe,

Supplier shall inform AIB by means of completing section 2 of the ACF stating the details of the additional costs and/or what the effect shall be on the turnaround time and/or what the other results of the suggested Change shall be.

Every increase in costs (if any) shall be based on the rates and prices as agreed in the Agreement.
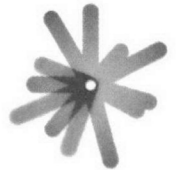
AIB shall decide, whether Supplier can proceed with the completion of section 2 of the ACF at the agreed price and within the agreed timeframe.

AIB shall inform Supplier whether or not AIB agrees with the Change or rejects the Change, by means of completing section 3 of the ACF.

When AIB has approved the Change, it shall be part of the Agreement Hosting & Software Maintenance and Management Services once AIB has signed section 3 of the ACF. In principle, Supplier shall honour all AIB requests for Changes insofar as can reasonably be expected of Supplier.

AIB:

Supplier:

AIB
association of issuing bodies
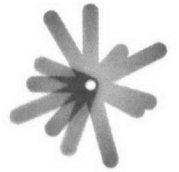
Agreement Change form		
Section 1 – Request for Change		
Reference number		Version Number
Source of the Change ☐ AIB ☐ Supplier	Initiation date	
Requesting Party	Sponsor	
Description of the Change		
Relevant documents ☐ Agreement ☐ Other, namely.:…….		
Document title	Document reference	Version
Schedules ☐ Yes ☐ No		
Title(s) of the Schedule(s)	Schedule reference	Version
Reason and influence on current obligations		
Influence if this Change is not implemented		
(To be completed by Supplier) Estimated number of days for the performance of the section 2 Impact Analysis (Days)		
I hereby confirm that *AIB* formally agrees with the estimate for the completion of section 2 'Impact Analysis', Contract manager AIB	Date	

AIB:

Supplier:

AIB

association of issuing bodies

Agreement Change Form	
Section 2 – Impact Analysis by Supplier	
Reference number	Version Number

Financial basis	☐ Fixed Price ☐ Fixed date ☐ Fixed date/Fixed Price ☐ Time & materials with a bonus/malus scheme ☐ Time & materials

Description of the modified costs

	Requested Change
Man days	
Estimate or Fixed Price (EUR)	
Other costs (EUR) <description>	
Total estimate or Fixed Price (EUR)	

Revised Agreement dates

Revised planning dates

Risks

Extent

Impact on AIB and AIB's obligations

Impact on Supplier and Supplier's obligations

External impact and the responsibilities to control it

Author of the Impact Analysis	
I hereby confirm that Supplier formally agrees with the Agreement Change Contract manager Supplier	Date

AIB:

Supplier:

AIB
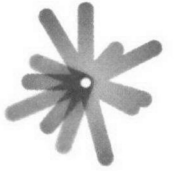
AGREEMENT Change Form		
Section 3 – AIB's decision regarding Request for Change		
Reference number		Version number
AIB's decision ☐ Approved ☐ Rejected ☐ Postponed		
If not in Agreement, please give the reason(s)		
I hereby confirm the above-mentioned decision Contract manager AIB		Date

AIB:

Supplier:

AIB

association of issuing bodies
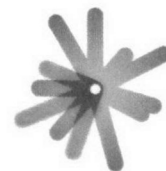
Schedule "Finances"

1. **INVOICING GENERAL**

    Invoicing address
    Invoice shall be directed to:

    *23 Station Road, Gerrards Cross, Buckinghamshire SLY 8ES United Kingdom
    and/or digitally to: secgen@aib-net.org*

    Invoices
   Invoice must contain:
    -   Name and details of Supplier including VAT- en Chamber of Commerce number,
    -   Bank number and relation Supplier,
    -   (description of) the Delivery
    -   Amount in Euro's, BTW excluded
    -   VAT amount
    -   Sum of all amounts
    It is required to draw up invoices in the English language.

2. **RATES AND INVOICING SCHEDULE.**

	Description	Frequency/scale	Amount ex BTW/Rates
1.	Hosting (A- and P- environment)	Monthly afterwards	€ 1250,-
2	Software Maintenance and Management (A- and P- environment)	Monthly afterwards	€ 833,-
3	AIB Hub Maintenance: - Bronze - Silver - Gold	Monthly afterwards	- € 2500,- - € 3500,- - € 5000
4	Changes <10 days	once after acceptance	Maintenance blended rate € 61,25
5	10 days<Changes<50 days	50% upfront, 50% after acceptance.	Maintenance blended rate € 61,25
6	Changes >50 days	terms to be agreed	Project blended rate € 65,00

    At the start of the Agreement, AIB Hub Maintenance "Silver" is in force.

AIB:
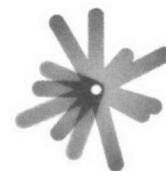
Supplier:

Updates and solving Incidents, both on Incidents in Hosting as in the Application (Software) are included in the Hosting and/or Software Maintenance and Management fee.

3. TIME//MATERIAL (T/M) RATES.
Supplier will provide requested services on a T/M basis against the following hourly rates:
- Maintenance blended rate € 61,25
- Project blended rate € 65,00

as set for situations as in the table above or at agreed Fixed Prices.
It is to AIB to choose for Agreement on a Fixed Prices or on T/M in all cases.

4. SERVICE LEVEL ADAPTATION.
AIB is entitled to move to different Service Levels (higher or lower) for each Product/Service at least once per year. Each request will be initiated by AIB by means of an Impact Analysis. An Impact Analysis may result in a Change.

The adaptation might be to another standard Service Level (i.e. bronze, silver of gold) as in Suppliers Proposal or to a specific Service Level to be agreed.

5. COSTS FOR AUDITING
Costs for audits by AIB or 3rd Parties can be charged by the Supplier at T/M at blended rates.

6. INDEXING
Rates in this Contract will be indexed by the HICP index of Belgium, to be determined in October of each year and to be applied in January 2017 for the first time.

7. BONUS/MALUS RULES

Malus rules
Malus rules will be applied as penalties in case of non- or late performing of this Agreement and the Schedules.

Penalty description	Description
Reaction time breach (SL)	€ 200,-/occasion
Service report not delivered on time	€ 100,- /occasion
System availability not met (SL)	€ 100,- /occasion

The malus rules will be applied in the form of penalties in the form of "Service Level Credits", i.e., for AIB to spend on services (Changes) by Supplier.

Penalties will be doubled each time KPI's are not met consecutively (i.e. 2 times, 4 times, 8 times, ...) in designated time frames. The time frames used are calendar months.
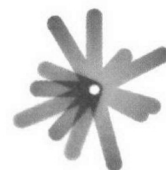The score is measures at the last day of the calendar month at 23:59. Each 1st of the calendar month at 00:00, the counter is reset.
Penalties will be capped to 50% of the Monthly Fee cumulative.

AIB:

Supplier:

Schedule "Definitions"

The following definite are to be used as a *guideline* for interpretation of the Agreement.
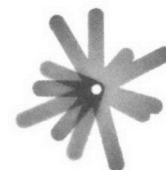
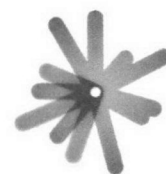| Entity	Definition
Acceptance Criteria	The criteria specified in the Schedule "Statement of Work" and/or the Work Order. Applications are formally accepted (Business Acceptance) on the A environment.
Acceptance Or A-Environment	Acceptance environment. Environment resembling the P-environment, used for final acceptance of new or changed Applications.
Acceptance Test	The test(s) specified in the Schedule "Statement of Work" and/or the Work Order.
Agreement	this entire Agreement including the Schedules and any other appendices, exhibits or attachments hereto
Agreement Change Form (ACF)	Form used for agreeing and applying changes to the Agreement and/or the Schedules.
Applications	IT-development designed to perform a certain task in a certain IT-environment. The Code is called "build" when compiled.
Application	Application is the degree to which an Application or service is available when, and with the agreed upon functionality.
BAFO	A proposal document that is regarded as the Best And Final Offer.
Bonus/Malus	Agreement on performance deviations of Supplier on specific subjects or Service Levels. Normally over a fixed period of time measured. Better performance will result in a bonus; lesser performance will result in a fine or Service Level Credits.
Browser	Application to present (HTML-) information is structured way on a screen. Usually "internet browser".
Change	Deviation from the initial plan or agreed scope of work.
Code	computer programming code. If not otherwise specified, Code shall include both Object Code and Source Code
Conduct	The behaviour associated with the Policies as set and deemed appropriate by AIB to safeguard her general interests.
Confidential Information	(a) information - technical, commercial, financial or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, drawings, Specifications, samples, finances, programmes, materials, records, business plans, Analysis or experience) of whatever nature and whether disclosed orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means which relates to a Party's business, products, developments, services, trade secrets, know how, personnel, supplies, customers or patients; (b) notes, reports, Analysis and reviews of, and any other information derived from, the information referred to in paragraph (a) above; and

AIB:

Supplier:

AIB
association of issuing bodies

Entity	Definition
	(c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such.
Defect/Bug	1. obvious Error in process or production; or 2. non-conformity of the product or the service to the contract, i.e. not in accordance with the provisions of the contract. A defect *cannot* be: - work that has been witnessed and/or approved by Company representative(s), - work that has been ordered (e.g. denied or delayed decision on performance due to weather delay); and/or - work that has been produced under specific instructions of the Company, as far as it concerns these aspects.
Deficiency	Error found in testing. A defect/Bug
Deliverables	all Code, Documentation and other materials developed for or delivered to the AIB by the Supplier under this Agreement
Documentation	the complete set of operating manuals, written with reasonable clarity and detail, necessary to enable the AIB to properly use and maintain the Code
End User	The AIB customer, using the internet environment for AIB Services
Error	Off-specification. Deficiency.
Finding	Result of a test. Testing will be based on the general principles and definitions of TMap.
Fixed Price	The firm price which is agreed up front for (all or a particular part of) the scope of a Work Order. Changes that do not affect the scope of the Work Order will not affect the pre-agreed price.
Force Majeure	A situation in which a Party cannot comply with its obligations under the Agreement due to an event beyond its reasonable control. A non-performance of a Supplier or Subcontractor of Supplier shall not constitute Force Majeure, unless such Subcontractor cannot comply with its obligations under the Agreement due to an event beyond its reasonable control.
Functional Acceptance Test (Fat)	A test carried out by the future user(s) in an optimally simulated production environment, with the aim of demonstrating that the developed system meets the functional requirements.
Functional Design	The final presentation of all functional requirements as set by AIB. The development and hence the testing is entirely based on the FD.
Historical Data.	Data that is not valid anymore and/or has been finally processed. Also called archive.

AIB:

Supplier:

AIB

Entity	Definition
Impact Analysis	AIB's request to Supplier to perform a Technical or Functional Impact Analysis. An Impact Request has to include following information: description of the desired Change; planning information regarding the desired Change (e.g. release or date it should be delivered to AIB); impact in hours and costs to realize, contact person and telephone number at AIB.
Incident	Any event that deviates from the (expected) standard operation or the Specifications of the Software. Incidents are Service affecting by definition. Such an event influences the Software, even though the influence may be small or even invisible to the user of the Applications. Within this scope only matters are covered that relate to the (technical) working of the Software in accordance with the Specifications. Functional questions are excluded.
Incident Analysis	Identifying the cause of an Incident and as a result of that indicating one ore more Workarounds or a presenting the findings of the Analysis in such a way that AIB can use this to assign the Incident to others.
Intellectual Property Rights (IPR)	Means patents, trade marks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi conductor topography rights, utility models, rights in know how and other intellectual property rights, in each case whether registered or unregistered and including Applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
ITT	Invitation to tender. The document or letter in which Supplier is invited to tender for a contract. It contains the scope of work and the requirements at high level.
KPI	Key Performance Indicator
Master Reference Data	or MRD a combination of tables files that contain (standard) references for comparison processes
Milestone	Important event, planned to be accomplished. Also called Tollgate. Mostly set in time and then called Deadline when critical to the process.
MoSCoW List	List contain all functional requirements indicated by their necessity "Must", Should", "Could" and "Would".
Operational Data	Data that is actually being used by an Application and which is still valid and/or susceptible to change or amendment. See also Historical data.
Policy	Formal guideline, statement of position of AIB

AIB:

Supplier:

AIB
association of issuing bodies

Entity	Definition
Schedules	Attachment to this Agreement Software containing (the) specific and agreed subject
Service Level	The expression of an aspect of the Service as described in the Schedule "Service Level" of a Service in definitive and quantifiable terms.
Service Level Credit	A credit owed by the Supplier to AIB in case of underperformance of the Supplier in regard to a Service Level.
Source Code	the human-readable form of the Code and related System documentation including all comments and any procedural code such as job control language.
Specifications	the functional and technical requirements of the Deliverables and Services as set out in the Supplier's BAFO and any other requirements mutually agreed upon by the Parties.
Statement Of Work	Document stating the Standard working process between AIB and Supplier, attached as a Schedule to the Software Development Agreement.
Subcontractor	a business that signs a contract to perform part or all of the obligations of another's contract.
Super User	The user of the Hub application with special privileges needed to administer and maintain the system; system administrator. The Super User is assigned by AIB.
Supplier	The contracting counterpart of AIB, providing Services and/or Products.
Technical Design	Design containing all technical matters, Specifications and components including data modelling of the Application concerned
Test	An assessment based on pre set situations or scenario's to determine the correct functions and performance of an Application. Test will result in Findings when deviations are detected.
Time & Material	Arrangement in which Supplier is paid on the basis of (1) actual costs of direct labor on the agreed rates and (2) actual costs of material and equipment usage.
User Acceptance Test (UAT)	A Test carried out by the future user(s) in an optimally simulated production environment, with the aim of demonstrating that the developed system meets the requirements of the users.
Working Days	w.r.t. this Agreement: Monday to Friday of each week of the year.

AIB:

Supplier: