



## APPENDIX 6E

### Online Access Agreement Distribution Company

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## **CLAUSE PARAMOUNT**

**This agreement is subject to the version of General Terms and Conditions for Gas Transport applicable at any time.**

### **1. Parties to this Online Access Agreement**

This Online Access Agreement regarding access to Energinet Online has been entered into between:

#### **Energinet**

Name: Energinet GAS TSO A/S

Address: Tonne Kjærvej 65

Postal code and city: DK- 7000 Fredericia

CVR no.: 39 31 50 84

GLN: 579 800 981 366 4

and

#### **The Distribution Company**

Name:

Address:

Postal code and city:

CVR no.:

GLN:

### **2. Purpose and scope**

Energinet has set up a self-service portal Energinet Online, which includes an online Register of Players.

This Distribution Companies, Gas Suppliers, Storage Customers, Biomethane Sellers and Shippers in the Danish Gas Market shall create, update and accept their Player Relationships as well as update their Master Data etc. in the Register of Players on Energinet Online in accordance with General Terms and Conditions for Gas Transport applicable at any time and the terms and conditions of this Online Access Agreement.

A user guide on the registration and updating of the Register of Players on Energinet Online is provided in the Guide to the Register of Players available on Energinet's website to which reference is made.

The purpose of this Online Access Agreement is to give the Distribution Company access to Energinet Online, which enables the Distribution Company to:

- a) update the status of Consumer Portfolios for Gas Suppliers operating in the Distribution Area in which the relevant Consumer Portfolio belongs;

- b) update the status of Biomethane Portfolios for Biomethane Sellers operating in the Network Area in which the relevant Biomethane Portfolio belongs;
- c) register and update Master Data for biogas plant and upgrading plants;
- d) access and update various information regarding the Distribution Company's own Master Data;
- e) access a total view of the Register of Players.

Please note that the creating and updating of the abovementioned data can only be made on Energinet Online. Furthermore, the Distribution Company can only view the company's abovementioned data by using Energinet Online.

The Distribution Company must identify Users authorised to create and update as well as view data, see appendix 1 to this Online Access Agreement.

### 3. Definitions

Unless otherwise expressly stated, the definitions in General Terms and Conditions for Gas Transport shall also apply to this Online Access Agreement.

**Master Data Administrator** shall mean a User authorised by the Distribution Company to revise the company's Player Relationships and Master Data, see appendix 1 to this Online Access Agreement. The Master Data Administrator shall also revise his own personal data such as change of email address etc.

**Master Data Viewer** shall mean a User authorised by the Distribution Company to view the company's Player Relationships and Master Data, see appendix 1 to this Online Access Agreement. The Master Data Administrator shall also revise his own personal data such as change of email address etc.

**Online Access Agreement** shall mean this Online Access Agreement, including the appendix hereto.

**User** shall mean an employee of the Distribution Company who is granted access to Energinet Online pursuant to the terms and conditions of this Online Access Agreement.

### 4. Authorisations of Master Data Administrator and Master Data Viewer

The Distribution Company shall fill in the names, titles, email addresses and mobile phone numbers of the Users who are to have access to Energinet Online in the template provided in appendix 1 to this Online Access Agreement. Further, the Distribution Company shall specify the authorisation level of each User as either Master Data Administrator or Master Data Viewer. In case the Distribution Company wishes to add new Users, the Distribution Company shall fulfil and submit appendix 1 to this Online Access Agreement with the appropriate information to Energinet.

The Users shall be employed by the Distribution Company at all times. Thus, the Distribution Company shall promptly notify Energinet if the employment of a registered User ceases. Further, the Distribution Company is obligated to inform Energinet if the Distribution Company wants to restrict the User's authorisation level.

## **5. Access and security**

Upon the signing and submission of this Online Access Agreement to Energinet, the specified Users will receive an email from Energinet containing a User ID to be used for logging on to Energinet Online. When a User has entered the User ID on Energinet Online a SMS passcode will be sent to the User in order to log in.

The User ID and the SMS passcode is strictly personal and may only be used by the relevant User and may not be disclosed to anyone else. Thus, after receipt of the User ID, the Distribution Company and the Users are responsible for securing confidentiality and strictly personal use of the User ID and the SMS passcode. By signing this Online Access Agreement the Distribution Company agrees to be liable for all updates and creations as set forth in clause 2 a) – d) registered through Energinet Online via the use of the User ID and the SMS passcode provided to the Users as specified by the Distribution Company.

## **6. Limitations to Energinet Online**

Energinet may add or remove information or services available through Energinet Online or limit the Distribution Company's use of the services. Energinet shall use its best endeavour to give the Distribution Company 30 Days' prior notice before implementing any changes or limitations. Limitations may include restrictions to the types of updates and creations as set forth in clause 2 a) – d) as well as the access to view the Register of Players as set forth in clause 2 e).

## **7. Limited liability of Energinet**

Energinet is only liable for any loss incurred by the Distribution Company from using Energinet Online if such loss is due to material negligence on the part of Energinet, and the Distribution Company has informed Energinet of the problem behind such loss without undue delay. Furthermore, the provision under clause 22 (Termination and liability) under General Terms and Conditions for Gas Transport shall apply.

Furthermore, Energinet cannot be held liable for the updates and creations as set forth in clause 2 a) – d) registered by using Energinet Online. Thus, the Distribution Company shall continuously monitor whether updates and creations as set forth in clause 2 a) – d) are correct. In case the Distribution Company discovers any incorrect updates or creations etc., the Distribution Company shall immediately contact Energinet for assistance. Energinet is not obligated to assist the Distribution Company if the Distribution Company has not reported a problem about incorrect updates or creations without undue delay.

Notwithstanding the above, Energinet cannot be held liable for loss due to unavailability or lack of access to Energinet Online or damage to any data stored through Energinet Online regardless of whether Energinet or any third party is responsible for the operation of Energinet Online.

## **8. Distribution Company's liability**

The Distribution Company and the Users are responsible for the confidentiality and use of the User ID and SMS passcode. Thus, the Distribution Company shall cover any loss incurred by Energinet or any other Distribution Company, Gas Supplier or Shipper in the Danish Gas System caused by the improper use of the User ID and SMS passcode.

However, the Distribution Company shall not be liable for any loss occurring after the Distribution Company or the User in accordance with the procedures set forth in clause 10 under has informed Energinet that the user account must be suspended if such loss is due to the improper use of Energinet Online after the Distribution Company or the User has requested Energinet to suspend the relevant user account.

## **9. Technical Requirements**

In order to use Energinet Online, the User shall have a web browser installed and have access to the internet. Further details regarding the configuration of the web browser can be found at [www.energinet.dk](http://www.energinet.dk)

## **10. Suspension of user accounts**

The Distribution Company may at any time suspend a user account by sending an email to [kontrolcentergas@energinet.dk](mailto:kontrolcentergas@energinet.dk) and calling +45 7070 1961. Energinet is accordingly not considered to have been informed before Energinet has received both the email and the telephone call.

The Distribution Company and/or the Users shall immediately notify Energinet if the Distribution Company and/or Users (i) become aware of any unauthorised use of the User ID and SMS passcode, or (ii) receive any confirmation regarding updates and creations as listed in clause 2 a) - d) not placed by the Distribution Company and/or Users. After receiving notification to this effect from the Distribution Company, Energinet shall promptly suspend the user account.

Furthermore, upon the suspension of a user account Energinet shall send an email to the Distribution Company verifying the suspension of such user account and provide information as to the time when the request to suspend the user account was received by Energinet, which is the latest of either the receipt of the email or the telephone call as mentioned in the first section of this clause 10.

Due to safety reasons any user account not used for a period of 2 consecutive Months will be suspended.

## **11. Assignment**

The Distribution Company's rights and obligations under this Online Access Agreement may not be assigned to a third party without Energinet's prior written consent.

Energinet may assign its rights and obligations under this Online Access Agreement to a third party to which, with the permission of the relevant Minister, the concession to Energinet is assigned pursuant to section 32 of the Danish Natural Gas Supply Act.

## **12. Term of agreement**

This Online Access Agreement shall enter into effect when signed by both parties.

The Online Access Agreement may be terminated by the Distribution Company without notice. Furthermore, the Online Access Agreement shall end if the Distribution Company's Framework Agreement is terminated.

**13. Changes**

The Distribution Company shall accept such regular changes to this Online Access Agreement as are necessary in order for the Online Access Agreement to always be in accordance with the applicable version of General Terms and Conditions for Gas Transport.

**14. Venue and applicable law**

This Online Access Agreement shall be governed by Danish law.

Any dispute or controversy arising from this Online Access Agreement shall be settled in accordance with clause 21 of BfG.

Date:

Place:

Energinet:

\_\_\_\_\_

Date:

Place:

The Distribution Company:

\_\_\_\_\_

Appendix 1

Online Access Agreement  
Authorised Users - the Distribution Company



Pursuant to the terms and conditions of the Online Access Agreement, the Distribution Company wants the following of his employees to have access to Energinet Online as Users:

Please note that all the required information must be filled in. Otherwise, Energinet will not grant access to Energinet Online.

Name:  
Title:  
Email:  
Mobile phone:  
Authorisation level:  Master Data Administrator  
 Master Data Viewer

Name:  
Title:  
Email:  
Mobile phone:  
Authorisation level:  Master Data Administrator  
 Master Data Viewer

Name:  
Title:  
Email:  
Mobile phone:  
Authorisation level:  Master Data Administrator  
 Master Data Viewer

Name:  
Title:  
Email:  
Mobile phone:  
Authorisation level:  Master Data Administrator  
 Master Data Viewer

Name:  
Title:  
Email:  
Mobile phone:  
Authorisation level:  Master Data Administrator  
 Master Data Viewer