

General terms and conditions National Energy Dashboard

Article 1 Definitions

- 1.1 **"API"** means the Application Programming Interface of National Energy Dashboard.
- 1.2 **"User"** means the user of the Product.
- 1.3 **"IP Rights"** means all (i) intellectual property rights, including trademarks and other indications of origin, patents, copyrights, personality rights and database rights, whether registered or susceptible to registration, including applications for registration thereof, claims to any and all or related rights, such as priority rights and (pre-)use rights and rights to protection or claims of similar effect anywhere in the world, and (ii) trade secrets and confidentiality claims, including rights relating to inventions, know-how and other confidential information and data.
- 1.4 **"National Energy Dashboard"** means National Energy Information Services B.V. trading under the name Nationaal Energie Dashboard, having its office in Groningen, at Concourslaan 17, postal code 9727KC, The Netherlands.
- 1.5 **"Product"** means an approximation of the energy mix for both (renewable) production and consumption in the Netherlands, in accordance with the Agreement. The Product may be in the form of an availability of or a combination of forms of an API and/or download.
- 1.6 **"Agreement(s)"** means any agreement between the Parties relating to the provision of Services referred to in Article 3 in respect of as well as the use of the Product.
- 1.7 **"Parties"** means National Energy Dashboard and User.
- 1.8 **"API key"** means a unique key that gives the User access to the API.

Article 2 Applicability

- 2.1 These General Terms and Conditions govern the legal relationship between the Parties and always apply to all legal acts of the Parties relating to the formation and execution of the Agreement(s), as well as to the use of (including access to) the Product. By using the Product, also after termination of the Agreement, the User agrees to these General Terms and Conditions. If User does not agree with these General Terms and Conditions, User is not allowed to use the Product and/or open any content.

Article 3 Services

- 3.1 National Energy Dashboard performs activities in the field of reading, storing, interpolating, aggregating and accessing (expected) available (renewable) energy data, and wants to offer these data or an elaboration thereof to the market for the purpose of knowledge provision. National Energy Dashboard offers the aforementioned in the form of data via an API and/or a download.
- 3.2 National Energy Dashboard shall make the Product available to User for the intended use during the term of the Agreement, provided that User complies with these General Terms and Conditions.
- 3.3 National Energy Dashboard shall reasonably keep the Product up-to-date. User shall indemnify National Energy Dashboard from claims regarding direct or indirect costs incurred on User's side due to modifications performed by National Energy Dashboard on its Product.
- 3.4 Upon termination of the Agreement, the User must delete the Product. This does not apply to data obtained via download.

- 3.5 The API key provided is for the User only and may not be shared publicly. It is permitted to share the API key with an IT service provider for the purpose described in the Agreement. User guarantees (and is responsible for this) that such IT service provider will not use the API key other than for the purpose described in the Agreement.
- 3.6 Copying, distributing or otherwise selling to third parties the Product provided by National Energy Dashboard to User is not permitted without prior permission from National Energy Dashboard. This permission can only be granted in further agreement with National Energy Dashboard in a separate agreement.
- 3.7 Use of the API will be limited as much as possible to the frequency in which data is made available to the User by National Energy Dashboard, as further described in the Agreement. Only for the setup of the User's software calling the API may it be used more frequently.
- 3.8 In case of suspected misuse, National Energy Dashboard is entitled to refuse access to the Product, without accepting any form of liability for damages incurred by the User as a result of the refused access. National Energy Dashboard may subsequently decide to immediately terminate the Services to User and/or its group companies.

Article 4 Compensation

- 4.1 National Energy Dashboard grants User access to the Product free of charge.
- 4.2 National Energy Dashboard reserves the right, during the term of the Agreement(s), to change the fee for the Product, subject to Article 9.

Article 5 Communication

- 5.1 The User shall provide one or more valid e-mail addresses to National Energy Dashboard at the conclusion of the Agreement(s). The User agrees that National Energy Dashboard will communicate with the User via the given e-mail addresses (about, inter alia, the execution of the Agreement(s)). Changes in the e-mail addresses to be used should be timely reported by the User to National Energy Dashboard.
- 5.2 By providing one or more valid e-mail addresses, the User agrees that National Energy Dashboard may be contacted for questions regarding the use of the data.
- 5.3 The User itself is responsible for correctly providing one or more e-mail addresses. The User is also responsible for competent and adequate use of the given e-mail addresses. National Energy Dashboard is not liable for damages resulting from incorrectly given e-mail addresses or inadequate or unauthorised use of the given e-mail addresses.

Article 6 Duration and termination

- 6.1 Parties are entitled to terminate the Agreement, the User without notice and National Energy Dashboard with thirty calendar days' notice.
- 6.2 If the User does not use the API key for at least six months, National Energy Dashboard has the right to terminate access to the Product and the Agreement with immediate effect.
- 6.2 If National Energy Dashboard considers that it can no longer be a party to the Agreement and/or make the Product available under the Gas Act (*Gaswet*), the Electricity Act 1998 (*Elektriciteitswet 1998*) or other relevant regulations, National Energy Dashboard has the right to terminate the Agreement and access to the Product with immediate effect, without National Energy Dashboard being liable to pay any form of cost or compensation.

Article 7 Liability

- 7.1 Although the data provided are carefully compiled they remain an estimate for which National Energy Dashboard cannot accept any liability as to their completeness, accuracy and/or timeliness.
- 7.2 National Energy Dashboard and subcontractors shall not be liable for any damage (direct or indirect) arising from any use of the data and/or Product made available.

- 7.3 The User indemnifies National Energy Dashboard and its suppliers from any claims (from third parties) for the use of the Product.

Article 8 Intellectual property rights

- 8.1 All IP Rights of the Product belong exclusively to National Energy Dashboard or its licensors. The User only receives the right to use the Product for the purpose in accordance with the Agreement. This right of use is non-exclusive and non-transferable to third parties. Also, the User may not grant (sub)license(s).
- 8.2 When using the Product, the User is obliged to use source citation in the form of the logo of National Energy Dashboard and include a link to the website of National Energy Dashboard.
- 8.3 Any capacity and production data supplied and the processed data remain the property of the party that supplied them. The aforementioned data will only be supplied anonymously and may not contain any personal data. National Energy Dashboard reserves the right to use this data for sustainable improvement of its services. Also, the supplied data in anonymous form may be part of other disclosures by Nationaal Energie Dashboard and any suppliers without prior consent of the party.
- 8.4 The User agrees that National Energy Dashboard may place the User's logo (to the extent a company or institution) on the National Energy Dashboard website. If mention of the logo is not (anymore) desired, the User will contact National Energy Dashboard with a request to remove the logo.

Article 9 Other

- 9.1 National Energy Dashboard is entitled to amend these Terms and Conditions if and when in the reasonable opinion of National Energy Dashboard such amendment is necessary. National Energy Dashboard shall notify the User of the amended terms in a reasonable manner and at least one month before the amendments take effect.
- 9.2 The invalidation of any provision of these General Terms and Conditions shall not affect the validity of the other provisions contained in these General Terms and Conditions.
- 9.3 Transfer of rights and/or obligations under the Agreement by the User to third parties is not permitted without prior written consent of National Energy Dashboard, which consent cannot be withheld on unreasonable grounds.
- 9.4 The Parties are and will remain independent contractors from each other; the Agreement made or to be made is in no way a partnership, joint venture or any other corporate law collaboration between the Parties.

Article 10 Applicable law and choice of forum

- 10.1 The Agreement and these General Terms and Conditions are governed by Dutch law.
- 10.2 In the event of any disputes, the Parties shall first attempt to resolve such disputes by mutual consultation. Failing this, the District Court of Groningen will have exclusive jurisdiction over disputes arising from or in connection with the Agreement and/or the General Terms and Conditions.

National Energy Information Services B.V.