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General terms and conditions of AGGM Austrian Gas Grid Management AG for the use of the AGGM Platform

(AB AGGM Plattform Usage)

NON-BINDING TRANSLATION FOR INFORMATION PURPOSES ONLY

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Preamble

- (A) AGGM organizes the balancing group system in its function as market area and distribution area manager.
- (B) For the purpose stated in point (A) of the Preamble, AGGM operates the AGGM Platform. The AGGM-Platform is accessible via the website of AGGM (<https://www.aggm.at/>).
- (C) AGGM provides market participants with Services and information on the market areas in Austria via the AGGM platform.
- (D) These AB Platform Usage apply to the legal relationship between AGGM and the customer regarding the customer's use of the Services offered by AGGM on the AGGM platform.

1. Definitions and Interpretation

- 1.1 For the purposes of these AB AGGM Platform Usage, the following terms shall have the meanings ascribed to them in each case in accordance with this Article 1.1. In all other respects, the terms used in these AB AGGM Platform Usage shall have the meanings ascribed to them by the GWG, the GMMO-VO and the SoMa Gas:

"AB AGGM Platform Usage"	means these "General Terms and Conditions of AGGM for the use of the AGGM Platform", including its appendices, as amended from time to time.
"Applicable Law"	means all laws, regulations, directives, and other legal acts of the European Union, a state, a province, a municipality, as well as court and official orders, resolutions, decisions and other legal acts applicable to the respective Party.
"Authorization Document"	means the power of attorney validly granted to the User by the Customer on the basis of the form provided by AGGM to the Customer.
"BGV"	means a balance group representative (balance responsible party) within the meaning of § 7 (1) no. 6 GWG, or a BGV Candidate.
"BGV Candidate"	is the legal entity seeking approval pursuant to § 93 GWG 2011.
"BKO"	means a balancing group coordinator as defined in § 7(1)(5) GWG or a balancing point as defined in § 2(2)(2) GMMO-VO.
"CIO"	means Central Issuing Office of ENTSO-E for collection and publication of EIC.
"Privacy Policy"	means the Privacy Policy made available by AGGM on its website as amended from time to time.
"GDPR"	Regulation (EU) 2016/679 of 27.04.2016 on the protection of individuals with regard to the processing of Personal Data, on the free movement of such data and repealing Directive 95/46/EC, OJ L 119, 04.05.2016, as amended.

"E-Control"	means Energie-Control Austria for the regulation of the electricity and natural gas industries.
"E-Control Act"	means Federal Act on the Regulatory Authority in the Electricity and Natural Gas Industry, Federal Law Gazette I No. 110/2010, as amended.
"EIC"	means Energy Identification Coding Codes, which are a prerequisite for market participant communication according to ENTSO-E.
"ENTSO-E Reference Manual"	means "The Energy Identification Coding Scheme (EIC) Reference Manual" of ENTSO-E as amended from time to time.
"ENTSO-E"	means "European Network of Transmission System Operators for Electricity".
"G-EnID-VO"	means the Gas Energy Intervention Data Ordinance (Erdgas-Energielenkungsdaten-Verordnung) 2017, Federal Law Gazette II No. 416/2016, as amended.
"GMMO-VO"	means the Gas Market Model Ordinance (Gas-Marktmodell-Verordnung) 2020, BGBl II No. 425/2019, as amended.
"GWG"	means the Natural Gas Act (Gaswirtschaftsgesetz) 2011, Federal Law Gazette I No. 107/2011, as amended.
"Force Majeure"	means any event or circumstance or chain of events and/or circumstances affecting the market area, the occurrence of which is unforeseeable and beyond the control of the affected Party and which could not have been foreseen and averted even by exercising due and customary diligence, and which is the cause of the affected Party not being able to fulfill its obligations towards the other Party or not being able to do so in a timely manner. This shall also apply in particular to war, riots, strikes or lockouts, natural disasters or fire, epidemics, government measures or similar circumstances.
"Customers"	are (i) for Services pursuant to Article 2.1, the Network Users who do not have a valid license pursuant to § 93 GWG, BGV, suppliers or Network Operators who are each entitled to use Services pursuant to these AB AGGM Platform Usage and (ii) for Services pursuant to Article 2.2, all market participants.
"LIO"	means Local Issuing Office of ENTSO-E, which is responsible for national issuing and management of EIC.

"Network User".	means market participants who have registered for bookings at cross-border transfer points in the distribution area.
"Network Operator".	means a Network Operator within the meaning of § 7 (1) no. 43 GWG.
"Network Access Portal"	is the portal interface in which Network Operators can submit, view and administer their network access applications for end customers, storage facilities and feeders. Furthermore, BGV and registered Network Users can make bookings at cross-border interconnection points in the distribution area (small cross-border traffic) and assign the associated nomination rights to balance groups.
"User"	is the natural person who is authorized and empowered to legally represent the Customer in the issuance and receipt of declarations of intent.
"Disclosed Data"	means personal data disclosed to the receiving Party by the other Party or third parties under this Agreement.
"Parties"	means AGGM and Customer jointly; "Party" means each of them individually.
"Personal Data"	is all information according to Article 4 Z 1 DSGVO.
"Services"	means the AGGM services offered on the AGGM Platform pursuant to Articles 2.1 and 2.2.
"SoMa Gas"	means that part of the market rules which is drawn up pursuant to § 22(1)(1) of the E-Control Act and which becomes applicable by way of approved General Terms and Conditions on the basis of a statutory order.
"Master Data"	means all company-related data that are requested during registration in the log-in area of the AGGM platform.
"Provider"	means a supplier within the meaning of § 7 (1) no. 68 GWG.
"VHP"	means a virtual trading point within the meaning of § 7 (1) 76 GWG.

- 1.2 The AB AGGM Platform Usage are subject to the following principles of interpretation, unless expressly stated otherwise in them or unless the overall context indicates otherwise:
- 1.2.1 Headings above Articles or Annexes are inserted merely for ease of reference and shall have no effect on the interpretation of the provisions hereof.
- 1.2.2 The singular automatically includes the plural (and vice versa).
- 1.2.3 References to a specific gender automatically include the respective other genders.

- 1.2.4 References to articles, paragraphs, sentences and appendices, or words such as "hereunder" or terms with similar meanings, shall be deemed to be references to this AB AGGM Platform Usage.
- 1.2.5 References to laws, ordinances, market rules, general conditions, resolutions, decisions, agreements or documents shall equally refer to their respective amended, modified or replaced version.

2. AGGM Platform

- 2.1 AGGM offers Services to Customers in the log-in area of the AGGM platform, which they can use after prior registration by the User. For details, please refer to Article 3.
- 2.2 AGGM also offers Customers the possibility to apply for an EIC via the AGGM platform. For details, reference is made to Article 4.
- 2.3 AGGM also provides information for market participants on the AGGM platform, in particular on already allocated EICs, market area data, as well as balancing group representatives and suppliers in the market areas.
- 2.4 The right to use the AGGM platform and its functions exists only within the scope of the current state of technology and the technical availability of the AGGM platform. AGGM is entitled to limit the scope of Services of the AGGM platform in whole or in part if and to the extent necessary, in particular also to ensure the security and integrity of the systems or to implement technical measures that serve the proper or improved provision of the Services or in the event of the occurrence of unforeseeable technical malfunctions, such as in particular the interruption of the power supply or a hardware and/or software error, and a resulting failure of the AGGM platform. There is no entitlement to use the AGGM platform in these cases. AGGM will inform the affected Network Users in these cases in an appropriate manner and will endeavor to restore the availability of the AGGM platform within the scope of what is economically justifiable. To the extent permitted by law, AGGM shall not be liable for any damage caused by the AGGM platform not being available, not being available without interruption or not being available without error, or by data not being transmitted, not being transmitted completely, not being transmitted correctly, being transmitted late or otherwise not being transmitted properly.
- 2.5 During the duration of a possible failure of the platform, the functionalities cannot be used.
- 2.6 The Customer is obliged to ensure the correctness and completeness of all data transmitted to AGGM by him or in his name and on his behalf. AGGM assumes no liability for the completeness and/or accuracy of the data transmitted by the Customer.
- 2.7 By way of clarification, it is pointed out that the behavior of the User is to be attributed to the Customer.
- 2.8 AGGM is entitled to log the activities of the Customer in connection with the use of the AGGM platform.

3. Services in the log-in area

3.1 Registration

- 3.1.1 The log-in area of the AGGM platform is accessible:
 - 3.1.1.1 for BGV, suppliers and Network Operators, by their respective Users, subject to effective registration. Effective registration requires that (i) BGV, the supplier or the Network Operator provide AGGM with the information requested via the online form and the documents to be uploaded, (ii) they accept the AB AGGM Platform Usage and the Privacy Policy in the respective

- applicable version by expressly agreeing to it by clicking on it, and (iii) the respective User submits to AGGM the legally valid signed Authorization Document pursuant to Article 3.1.2;
- 3.1.1.2 for Network Users , who do not have a valid license pursuant to § 93 GWG, by their respective Users, subject to effective registration. Effective registration requires that (i) the Network Users provide AGGM with the information and documents that correspond in content to the information and documents requested using the online form pursuant to Article 3.1.1.1, (ii) they accept the AB AGGM Platform Usage and the Data Protection Declaration in the currently applicable version by signing it in the company's name, and (iii) the respective User submits to AGGM the legally signed Authorization Document pursuant to Article 3.1.2.
- 3.1.2 The Customer is obliged to sign the Authorization Document by simple electronic signature using an electronic signature system provided by AGGM (hereinafter "Electronic Signature System"). The Customer agrees that the method of signing using the Electronic Signature System specified in the first sentence shall have the same probative value for the Customer's intention to be legally bound as if the Authorization Document had been signed by the Customer's handwritten signature.
- 3.1.3 AGGM may deny access to the log-in area of the AGGM platform for good cause. In particular, good cause also exists if the information provided by the Customer is incomplete, implausible or obviously incorrect, or if there are important technical or security-related concerns about the use of the log-in area by the Customer or User.

3.2 Use of the log-in area

3.2.1 General regulations

- 3.2.1.1 In the log-in area of the AGGM platform, AGGM provides its Services to the Customers registered by the respective User in accordance with Article 3.1. These may include, among other things, the registration of new market participants pursuant to Article 3.2.2, the management of Master Data, access to the data monitor, balancing messages, the management of balancing groups (allocation authorizations for capacities in the transmission system, BGV change, supplier account BG allocation), change requests and the Network Access Portal for capacity bookings in the distribution area. The log-in area also contains access to the Network Access Portal, which serves as a marketing platform for entry/exit capacities in the distribution area, as well as the areas for their allocation to authorized balance groups. Furthermore, the network access applications of end customers, storage facilities and feeders are administered in this area.
- 3.2.1.2 The User is obligated to manage the password with special care and to take all measures to prevent misuse or improper access. To this end, the User must in particular keep the access data in a safe place, change the password at appropriate intervals, and report any loss or misuse of the access data to AGGM without delay. The user is not entitled to pass on the access data. The User shall ensure that his use of the log-in area does not impair the hardware -and software.
- 3.2.1.3 If the data provided by the User has already been assigned to other BGV, the User shall be obliged to correct this information.
- 3.2.1.4 The User may, after the initial registration of the Master Data, modify it itself in the log-in area of the AGGM Platform or have it modified by AGGM upon written notice to AGGM in the form set forth in Article 9.5.
- 3.2.1.5 The Customer is obliged to notify AGGM immediately of any change in the User by sending the Authorization Document signed by the company. The new User will be activated by AGGM after positive verification in accordance with Article 3.1.
- 3.2.1.6 The provisions of Article 3.1 shall apply to each registration of an additional User.

3.2.2 Registration of market participants

- 3.2.2.1 When registering a market participant as a BGV or supplier, the User shall submit the truthful information and complete provision of the required information by means of an online form. Changes or additions are to be made via the AGGM platform. In order to carry out a registration, AGGM assigns or manages unique identifiers (AT numbers) and/or identification numbers (EIC) to the respective BGV or supplier.
- 3.2.2.2 When registering via the online form, the User is obliged to provide AGGM with existing identification numbers, such as AT numbers, national EIC of an Austrian company or international EIC for a registered company with X identifier, and to continue to use them for the Austrian market areas.
- 3.2.2.3 The existence of a unique X identifier and at least one Y identifier is a prerequisite for the further registration procedure as a BGV.
- 3.2.2.4 For a final registration for an associated supplier account, suppliers shall select a BGV that is active in the corresponding market area. Only after assignment to a balance group by the BGV can the supplier become active with a lead time of 2 days.
- 3.2.2.5 After registration of the company or activation of the User of an already registered company, the User shall be BGV's booking authority for capacities in the Network Access Portal and shall be entitled to assign and withdraw the booking right to further registered persons.
- 3.2.2.6 In the case of registration as a BGV, the following also applies:
- 3.2.2.6.1 After the deposit of securities with the operator of the VHP (in case of activity in the market area East), as well as BKO has been positively concluded and this has been notified to AGGM by the VHP or BKO, AGGM shall immediately prepare the documents required for the conclusion of the contract in accordance with Articles 3.2.2.6.1.1 to 3.2.2.6.1.3, respectively, and send them to the person(s) authorized to sign. The following contracts can be sent:
- 3.2.2.6.1.1 The contract of AGGM in its functions as market area manager and distribution area manager with BGV on the basis of the approved General Terms and Conditions pursuant to §§ 16 and 26 GWG.
- 3.2.2.6.1.2 The contract of the BKO with the BGV on the basis of the approved General Terms and Conditions according to § 88 GWG, which the AGGM concludes in the name and for the account of the BKO.
- 3.2.2.6.1.3 In case of activity in the market area east, the contract of the operator of the VTP with BGV on the basis of the approved General Terms and Conditions pursuant to § 31 par. 3 GWG, which AGGM concludes in the name and for the account of the operator of the VTP.
- 3.2.2.6.2 AGGM sends the contract offers, which BGV requires as a prerequisite for obtaining a license for the activity of a BGV, to the authorized signatories announced by BGV. The authorized signatories according to § 19 GMMO-VO will be informed about the sending of the contract offers by AGGM.
- 3.2.2.6.3 The respective contract document must be signed by the BGV Candidate in company form and returned to AGGM within 4 weeks of dispatch by AGGM at the latest. Otherwise, AGGM is entitled to demand the return of the respective contract document and to delete the data from the AGGM platform.
- 3.2.2.6.4 After receipt of the respective contract document signed by BGV at AGGM's registered office, AGGM shall sign it. Each Party receives a copy of the respective contract. Furthermore, AGGM shall forward one copy of the contract concluded by proxy to the respective principal-

3. Duration and termination of access to the log-in area

- 3.3.1 Access to the log-in area of the AGGM platform is granted for an indefinite period of time, unless otherwise provided for in these AB AGGM Platform Usage.

- 3.3.2 The Customer is entitled to terminate access to the log-in area of the AGGM Platform at any time in writing in the form specified in Article 11.6.
- 3.3.3 AGGM is entitled to block access to the log-in area of the AGGM platform with immediate effect if AGGM becomes aware that the Customer is not fulfilling its legal or contractual obligations.
- 3.3.4 AGGM is entitled to set the Customer inactive on the AGGM platform if the Customer does not set any activity for the completion of an initiated registration for a continuous period of 6 months and AGGM has informed the Customer in advance about the inactivation.
- 3.3.5 If the BGV withdraws its application for approval pursuant to § 93 GWG or if the application for approval pursuant to § 93 GWG is rejected, AGGM reserves the right to delete from the AGGM platform all data that the User has provided to AGGM by registering and using the AGGM platform.
- 3.3.6 If the authorization pursuant to § 93 GWG is revoked or expires, AGGM shall be entitled to terminate access to the log-in area of the AGGM platform. In this case, AGGM will delete all data that the User provided to AGGM with registration and use of the AGGM platform 14 months after the inactivation.
- 3.3.7 A Provider who terminates his activity and informs AGGM about it will be set to inactive. All data provided by the User in the course of registration and use of the AGGM platform will be deleted 14 months after inactivity.

4. Allocation of EIC upon request

- 4.1 Before applying for an EIC, the User agrees to the ENTSO-E Reference Manual by clicking on it.
- 4.2 Based on the specifications of the CIO, AGGM is only authorized to assign X identifiers for Austrian companies. Non-Austrian companies are obliged to apply for an international X identifier at the LIO responsible for them. Only in exceptional cases, with the prior consent of the Central Issuing Office, is AGGM authorized to assign an X identifier to a non-Austrian company.

5. Secrecy and data protection

- 5.1 The Parties shall treat information, data as well as aggregates of which they gain knowledge in the course of their activities as confidential and shall not disclose them to third parties.
- 5.2 The obligation under Article 5.1 shall not apply
 - 5.2.1 for data and information that is generally known or otherwise becomes publicly accessible or known without the action or fault of a Party.
 - 5.2.2 if Applicable Law requires disclosure of the data and information. In this case, disclosure is permitted to the extent required by Applicable Law.
 - 5.2.3 if AGGM discloses such information, data or aggregates to the extent required by law, which in turn require such data, information and aggregates for the performance of their statutory duties, in particular to the extent regulated in the AB AGGM-BGV, the GWG, the EnLG, the GMMO-VO, the G-EnID-VO, the SoMa Gas or European legal provisions.
 - 5.2.4 if AGGM publishes this information, data and aggregates on websites or platforms of AGGM to the extent required by law.
- 5.3 The release from the obligation pursuant to Article 5.1 shall require the prior approval of one of the Parties by the other Party. The approval shall be in writing without exception. The disclosure of data and information shall be deemed approved in the event that:
 - 5.3.1 AGGM passes on the information, data and aggregates to service providers for processing, which AGGM uses to perform its respective tasks. In this case, the authorization shall include

- disclosure to the extent required under the respective service contract, whereby AGGM shall be obliged to conclude an agreement with the respective service provider ensuring the confidentiality of such data and information.
- 5.3.2 AGGM discloses information, data and aggregates to national and European interest groups in the gas industry. In this case, the authorization includes disclosure solely for the purpose of analyzing and evaluating facts that serve to answer questions in the general interest of the Austrian, regional or European gas industry. The disclosure of data, information or aggregates for the pursuit of commercial purposes as well as the disclosure of data of natural persons are expressly excluded from the scope of approval. AGGM shall ensure that the anonymity of the respective Customer is preserved.
- 5.3.3 AGGM shall provide the information, data and aggregates to the extent required by Applicable Law to the regulatory authorities, the VHP operator, the BKO, the storage companies, the producers, the renewable gas producers, the transmission companies, TSOs, the CIO and other LIOs and any other market participants provided for in the SoMa Gas.
- 5.3.4 AGGM collects, stores, processes or discloses the information, data and aggregates of the Customer and its authorized bookers collected in the course of registration on and use of the AGGM platform to the extent required by Applicable Law.
- 5.4 Notwithstanding any other provisions, the national data protection laws and the GDPR shall apply. Each Party shall ensure that it and its subcontractors, if any, process Disclosed Data solely for the purposes of this AB AGGM Platform Usage. The disclosing Party hereby confirms that it is authorized to provide Personal Data to the receiving Party. If a Party acts as a processor of the other Party within the meaning of the GDPR in accordance with applicable data protection laws, the Parties shall enter into a data processing agreement that meets the requirements under Article 28 GDPR to ensure compliance with the legal provisions on data processing. The same shall apply if the receiving Party in turn discloses Personal Data to processors on the basis of this agreement.
- 5.5 During the effective term of this AB AGGM Platform Usage and any retention periods beyond that, the Receiving Party shall process Disclosed Data in a manner that ensures appropriate security of the Disclosed Data through appropriate technical and organizational measures, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage.
- 5.6 The Receiving Party shall not be entitled to transfer Personal Data to or have Personal Data processed by subcontractors located in a third country outside the European Economic Area (EEA) without first ensuring that they have agreed to a standard data protection clause previously approved by the European Commission.
- 5.7 All obligations under this Article 5 shall survive termination of the AB AGGM Platform Usage.

6. Force Majeure

- 6.1 If, due to an event of Force Majeure, a contractual obligation cannot be performed in whole or in part, not in time or not properly, the Party affected shall be released from the corresponding obligation for the period and to the extent to which the Force Majeure prevents its performance. To the same extent and for the same duration for which the Party affected by the Force Majeure is released from its performance, the other Party shall also be released from its corresponding contractual obligation.
- 6.2 The affected Party shall immediately notify the other Party in writing of the reason as well as the beginning, the expected and the actual end of the effect of the circumstances preventing the fulfillment of its obligation.
- 6.3 The affected Party shall be obliged to regularly inform the other Party about the status of the circumstance giving rise to the Force Majeure as well as about the further course of the

termination of this circumstance at short intervals appropriate to the effects of the Force Majeure on the Parties.

- 6.4 The affected Party shall immediately take all technically and economically reasonable measures to minimize the effects of the Force Majeure, to restore the proper condition and to be able to resume the performance of its obligations under the AB AGGM Platform Usage.
- 6.5 If a Party uses services of third parties for the performance of its contractual obligations, an event that would constitute Force Majeure for such third party within the meaning of this Article 6 shall also be deemed Force Majeure for the benefit of such Party.

7. Liability

- 7.1 Each Party shall be liable to the other Party exclusively for the performance of the obligations arising from these AB AGGM Platform Usage, unless otherwise provided for in these AB AGGM Platform Usage. Each Party shall be liable to the other Party in accordance with the general provisions of the law on damages. Insofar as liability is based on fault, liability shall only be assumed in cases of intent and gross negligence, with the exception of personal injury and claims pursuant to § 33 (6) GWG.
- 7.2 In the event of liability of the parties, liability for consequential damages, lost profits and indirect damages shall be excluded to the extent permitted by law. The liability of the Parties shall be limited to 200,000 Euro for all cases of damage within one calendar year. This upper liability limit does not apply to those cases in which the Customer is obligated to indemnify and hold AGGM harmless.
- 7.3 The Customer shall indemnify and hold AGGM harmless for all claims asserted against AGGM by third parties due to conduct for which the Customer is responsible.
- 7.4 Insofar as provisions are contained in these AB AGGM Platform Usage that affect the relationship between market participants among themselves, but not the relationship between the Customer and AGGM in its function as market area manager or distribution area manager, this shall not affect the contractual relationship with AGGM.
- 7.5 AGGM is not liable for damages caused by misuse of the access data to the log-in area and/or for incorrect entries in the log-in area of the AGGM platform. The Customer shall indemnify and hold AGGM harmless for any damages incurred by AGGM and/or third parties as a result.
- 7.6 AGGM endeavors to take all technically and economically reasonable precautions to ensure that the Services in the log-in area of the AGGM platform are available without interruption. By way of clarification, it is pointed out that AGGM is not liable for uninterrupted access by the Customer to the AGGM platform, insofar as this does not conflict with mandatory statutory regulations.

8. Choice of Law, Jurisdiction, Venue

- 8.1 The contractual relationship between the Parties shall be governed exclusively by Austrian law, to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods contained in Austrian law.
- 8.2 The Parties may submit cases of dispute or complaint to the regulatory authority. The arbitration of disputes by the regulatory authority shall be governed by the provisions of § 26 E-Control Act. Other legal remedies shall remain unaffected.
- 8.3 The jurisdiction of the ordinary courts shall remain unaffected by the above provisions. The place of jurisdiction shall be the court with subject-matter jurisdiction at the registered office of AGGM.

9. Changes to the AB AGGM platform usage

- 9.1 If amended AB AGGM Platform Usage are approved by the regulatory authority compared to the time of conclusion of the agreement of AB AGGM Platform Usage, AGGM shall notify the Customer of the fact of the amendments without undue delay and shall make the amended version of AB AGGM Platform Usage available to the Customer in a suitable manner, whereby publication on the Internet shall suffice.
- 9.2 Unless the Customer objects in writing to the application of the amended AB AGGM Platform Usage within 4 (four) weeks after they have been made available in accordance with Article 9.1, the legal relationship between AGGM and the Customer shall be subject to the amended AB AGGM Platform Usage. Timeliness shall be determined by the receipt of the written objection at AGGM's registered office. The silence of the Customer shall be deemed to be consent.
- 9.3 If the Customer does not exercise its right of objection pursuant to Article 9.2 or does not exercise it properly, in particular not in due time and/or form, the amended AB AGGM Platform Usage shall become effective as of the first day of the month following the month in which the end of the period for raising the objection falls.
- 9.4 In the event of an objection, AGGM is entitled to exclude the Customer from using the log-in area of the AGGM platform subject to a notice period of one month. AGGM will expressly inform the Customer in writing of the consequences of the objection.
- 9.5 In the event of an objection, AGGM is entitled to terminate the legal relationship with the Customer, subject to a notice period of one month. AGGM shall expressly inform the Customer in writing of AGGM's right of termination in the event of an objection. Any rights and obligations of the parties that have arisen from the current legal relationship remain unaffected by its termination.

10. Other provisions

- 10.1 The Parties shall be obliged to inform each other mutually about an imminent application for insolvency as well as about the filing of an application for the opening of insolvency proceedings against their own assets with the court.
- 10.2 Should individual provisions of the AB AGGM Platform Usage be or become void or ineffective, the validity of the respective remaining provisions shall not be affected thereby. Instead, the Parties undertake to replace the void or ineffective provision with a legally effective provision that is as close as possible to the void or ineffective provision in legal, economic and technical terms for both parties. This shall apply accordingly in the event of loopholes.
- 10.3 Any costs incurred in connection with the registration, in particular costs of their own legal representation, shall be borne in full by the respective Parties.
- 10.4 The business language is German.
- 10.5 The binding language version of the AB AGGM Platform Usage is the German language version. The English translation is non-binding and serves information purposes only. Any liability of AGGM for any deviations in content or translation errors is excluded.
- 10.6 The respective valid AB AGGM Platform Usage will be made available to the Customer via the AGGM website.

11. Entry into force

These AB AGGM Platform Usage shall enter into force on 01.10.2022, 06.00 a.m., and shall fully replace AB AGGM Platform Usage, version 7.0.