RULES GOVERNING ACCESS TO THE RTE INFORMATION SYSTEM AND THE USE OF RTE APPLICATIONS

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# Rules governing access to the RTE Information System and the use of RTE applications

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Foreword

To support the Services subscribed to by the User, RTE makes a number of specific Applications available to the latter by granting access to its Information System (hereafter referred to as 'IS').

The IS Rules laid down in this document specify the general terms and conditions under which the RTE IS may be accessed and the Applications may be used so that the Services can be provided.

When signing the Service contract, the User also seeks permission from RTE, under the terms and conditions stipulated in the IS Rules, to access the RTE's IS so that the Service can be provided.

The IS Rules laid down in this document are an integral part of the Rules that govern the Service(s) subscribed to by the User. When subscribing to a Service or Services, the User fully accepts the IS Rules contained in this document.

The 'IS Application Appendix' lays down, for each Application, the characteristics and the specific terms and conditions under which the Application may be used so that the User can participate in the Service to which he has subscribed.

1 Definitions

The terms used in the IS Rules and whose first letter is a capital letter are defined below or in the Service contract:

Functional acknowledgment of receipt ('ARF'):
A message from the Recipient that confirms that the Message sent by the Sender has been processed by the Application; this message may also include a list of functional anomalies that were found when RTE analysed the Message.

Technical acknowledgment of receipt ('ART'):
A message from the Recipient that confirms that the Message sent by the Sender has been received; this message may also include a list of technical anomalies that were found when RTE analysed the Message.

IS Application Appendix:
An appendix (or appendices) to the IS Rules that contains the characteristics of the Applications and the specific terms and conditions that govern their use.

There is an IS Application Appendix for each Application made available by RTE. This appendix contains, among other things:
- The Application User Guide;
- The Message Implementation Guide, if applicable.
IS General Appendix: An appendix to the IS Rules that contains the general terms and conditions under which RTE IS Applications may be accessed and used, in particular:

- RTE IS Methods of Access;
- Accessible Applications and their Methods of Use;
- User Equipment settings supported by RTE to access the IS;
- The Electronic Key user charter.

Application: A computer application made available to the User by RTE under the terms and conditions of the IS Rules.

Section: A section of the IS Rules.

Authentication: A protection method that ensures that RTE has verified the identity of the Sender or the Receiver; the aforementioned are therefore authorised to access the IS and to use the Applications.

Certification Authority: An entity that issues Certificates in its own name and is responsible for Public Key Infrastructure (PKI). The Certification Authority is responsible for the following functions:

- Applying the Certification Policy;
- Registering Certificate requests;
- Keeping a record of Certificate Holders;
- Issuing and managing Certificates;
- Publishing a list of valid and revoked Certificates;
- Keeping a record of and filing events and information concerning the functioning of the PKI.

Under IS Rules, RTE is the Certification Authority.

Certificate: An IT document that confirms that the Electronic Signature's data comes from the signatory. The format of the Certificate complies with ITU-T recommendation X.509.

Electronic Key: All of the Procedures that permit User Authentication, access to the IS and use of RTE Applications. There are two types of Procedure:

- A Logical Key;
- A Digital Key.

Logical Key: A User Account and password that permit User Authentication, access to the IS and use of the Applications.
Digital Key: A hard (such as a chip card) or soft medium that corresponds to a Certificate and its password that permit User Authentication, access to the IS and use of the Applications.

Data Confidentiality: A protection method that ensures that an encrypted Message from the Sender cannot be rendered intelligible by anyone other than the Receiver.

Contract: The commitments made by the Parties regarding compliance with the IS Rules laid down in this document. The User provides proof of his commitment by signing the Service Contract.

E-mail: A Method of Use that allows MIME format data (Multipurpose Internet Mail Extensions) to be exchanged by RTE and the User through electronic mailboxes using the TCP/IP protocol and on the basis of:
- The SMTP protocol (Simple Mail Transfer Protocol) for the sending of Messages;
- The POP3 protocol (Post Office Protocol) for access to mailboxes and the downloading of Messages.

Cryptography: The transformation of intelligible information and signals into information and signals that are unintelligible to Third Parties, or vice versa, through the use of hardware or software designed for this purpose and on the basis of secret agreements.

Access Request (regarding RTE Applications): An electronic or paper-based form that the User has to complete and send to RTE to create, modify or suspend access to one or more RTE applications. An Access request is made on behalf of a physical person who becomes the Holder of an Electronic Key that is issued to him.

Electronic Data Interchange: The electronic transfer of structured and standardised Messages from one Information System to another.

ENTSO-E: The 'European Network of Transmission System Operators for Electricity' (www.entsoe.eu), an association that brings together European TSOs.

EIC: The 'Energy Identification Code', a system that uniquely identifies operators and objects in the energy market (e.g.: entities, zones, measuring points, electricity interconnectors) and is defined by the ENTSO-E.
Sender: The Party that sends a Message.

Message Implementation Guide: A document that describes the syntax and content required within a Message to permit the electronic interchange of data between RTE and the User as part of a Service. This guide forms part of the IS Application Appendix.

Application User Guide: A document that describes the methods and procedures that govern the use of an Application. This guide forms part of the IS Application Appendix.

Timestamping: A function that places a timestamp on a Message.

Object Identifier (OID): A unique alphanumeric identifier that complies with registration standard ISO/IEC 8824-1 regarding the definition of an object or a type of specific objects.

Public Key Infrastructure (PKI): All of the components, functions and procedures dedicated to the management of Certificates. PKI is based on the use of public-key cryptography. This infrastructure is implemented by the Certification Operator.

Integrity: A protection method that ensures that a Message’s data has not been modified or deleted without prior authorisation.

Online interface: A Method of Use that allows data to be consulted, entered, modified or copied through a browser in accordance with the HTTPS protocol (Hypertext Transfer Protocol Secure).

Log: With regards to a specific Application, this term refers to an exhaustive chronological record of the Messages exchanged by the Parties.

User Equipment: Any hardware or software, whether owned or not by the User, used to access the IS and to use one or more Applications.

Message: Computer data structured in accordance with the order specified in the Message Implementation Guide and used to convey information.
Method of Use: Refers to the four (4) methods implemented in the IS so that the Applications can be used:
- Online interface;
- E-mail;
- File transfer;
- Poste restante.

Under certain downgraded modes, some exchanges are performed by fax to guarantee the continuity of the Service.

Protection Method: Refers to the three (3) functions implemented by RTE to protect the exchange of Messages:
- Integrity;
- Authentication;
- Non-repudiation.

Method of Access: A means of telecommunication provided by Third Parties that permits access to the RTE IS.

Irrespective of the Method of Access selected by the User, the telecommunications protocol used is Internet Protocol (IP).

downgraded mode Means put in place by RTE to alleviate the fact that an Application is unavailable or inaccessible and to guarantee the continuity of the Service as well as possible.

Non-repudiation: A protection method that ensures that the Sender of a Message cannot deny his/her involvement in the sending of the Message.

Notification: The transmission of information between the User and RTE under the terms and conditions of the IS Rules contained in this document and expressly defined under this term.

OID Object Identifier.

Certification Operator: A component of the PKI that has facilities to generate and issue Certificates and a list of valid and revoked Certificates.

Party or Parties With regards to the IS Rules, the term, 'Party' refers to either RTE or the User and 'Parties' refers to both RTE and the User.

PKI Public Key Infrastructure.
Certification Policy:  All of the rules identified by an OID and defined by the Certification Authority. These rules include the requirements with which the PKI must comply, particularly when registering and validating Certificate requests and managing the terms and conditions of their admissibility. A Certification Policy is defined regardless of the manner in which the PKI to which it applies is implemented. RTE’s Certification Policy is available on the Customer Portal of RTE’s website.

Holder (of an Electronic Key)  A physical person who requests or holds, on behalf of a User, an Electronic Key that provides access to RTE IS Applications. When the Electronic Key is a Digital Key issued by the Certification Authority, the Holder is known as a Certificate Holder.

Appointed Holder (of an Electronic Key)  An Appointed Holder is a Holder of an Electronic Key of a company that is different from that of the User.

Poste Restante:  The Poste Restante service allows files to be exchanged securely between operators within and outside of RTE’s IS.

Receiver:  The Party that receives the Sender’s Message.

IS Rules:  The Rules governing access to the RTE Information System and the use of RTE applications laid down in this document, including:

- The IS General Appendix;
- IS Application Appendices;
- RTE Application access requests.

User Representative:  A physical person authorised by the User to discuss the management of access to RTE’s IS and Applications with RTE. The User may appoint one or more Representatives.

Service:  A service provided by RTE as part of its duties, as laid down in Law no. 2000-108 of 10 February 2000. A specific contract that is drawn up between RTE and the User brings it to life; this contract lays down the commitments of the Parties regarding the Service in question. These commitments are implemented through one or more Applications that belong to RTE, in compliance with the IS Rules that are contained in this document and that are an integral part of the Service rules.

RTE Website: A website whose address is http://www.rte-france.com. Published documents concerning access to the IS and to the Applications are in the Customer Portal, whose address is http://clients.rte-france.com.

Information System (IS): A computer environment that is used by RTE to make the Applications required by the Service accessible to the User.

Third parties: Any person (physical or legal) other than the Parties.

File transfer: A Method of Use that allows the Parties to exchange Messages using the HTTPS protocol (Hypertext Transfer Protocol Secure).

User(s): Any natural person or representative of a legal entity wishing to access RTE's IS in order to use the Applications made available by RTE as part of the Service.
2 Subject and scope of the IS Rules

The IS Rules lay down the technical and legal terms and conditions that govern access to RTE's IS and the use of Applications to exchange Messages between RTE's IS and the User's information system so that the Service can be provided. The financial terms and conditions are, if applicable, defined in the Service contract.

3 Contractual documents

The IS Rules comprise the following items:

- The IS Rules contained in this document;
- The IS General Appendix;
- The 'IS Application Appendices' associated with the Service enjoyed by the User;
- RTE Application access requests.

All of these documents are published on RTE's Website. When submitting an Access request, the User expressly acknowledges that he is aware of and fully accepts all of the provisions contained in the contractual documents that concern him.

4 Operational specifications of RTE's IS

4.1 Operating environment

In order to access RTE's IS, the Parties agree to implement and maintain an operating environment that guarantees the quality of the exchanges required for the execution of the Service.

The User acknowledges that he shall have to heed relevant advice to make sure that his computer system functions correctly while taking into consideration, in particular, the information and guidance provided by RTE.

4.2 Operating equipment

Each Party maintains or has a Third Party that maintains the equipment, software and services that it uses and that are required to send, receive, process, register and keep the Messages exchanged in accordance with the IS Rules.

4.3 Installation of the User's Equipment

Access to RTE's IS is gained through the Equipment installed on the User's premises and operated by him or people authorised by him. The User's Equipment is installed and operated under his own responsibility and at his own expense.

The User's Equipment must comply with IS General Appendix settings and relevant IS Application Appendices.
4.4 **Methods of Access**

The IS may be accessed through one or more Methods of Access.

The User complies with the Methods of Access laid down in the IS General Appendix. RTE does not intervene in this process.

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5 **Access to RTE Applications**

5.1 **Methods of Use**

The User completes an RTE application access request form and sends it to RTE.

In the form, the User selects the Methods of Use offered for the Applications that concern him.

The User is free to modify the Method of Use initially selected by informing RTE of this modification through the same procedure.

5.2 **Training**

RTE may offer the User training on the use of the Applications to which he has subscribed as part of the Service. The IS Application Appendix states whether there is training for a specific Application.

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6 **Availability**

6.1 **Availability of the IS and of the Applications**

The contractual terms and conditions specific to the Service stipulate the times at which the Applications are available.

6.2 **Maintenance of the IS**

RTE may carry out preventive, corrective and ongoing maintenance on the IS and/or the Applications. RTE strives to restrict these operations.

Nevertheless, when these operations may disrupt the Service, RTE will provide reasonable notice and inform the User's Representative(s) by E-mail of the means put in place to alleviate the fact that the Service will be unavailable.

6.3 **Unavailability**

In the event of the unscheduled unavailability of an Application, RTE will inform the User's Representative(s) as soon as possible that the Service has been placed in downgraded mode if this action is foreseen in the Service or in the IS Application Appendix.

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7 **Messages and Processing of Messages**

7.1 **Management of Messages**

If necessary, RTE defines the Messages necessary for the Service and describes them in the Message Implementation Guides included in the IS Application Appendices.
RTE reserves the right to modify the Messages in order to adapt them to the needs of the Service.
In this case, RTE will modify the IS Application Appendices in accordance with section 10 of the IS Rules.

7.2 **Technical acknowledgment of receipt (‘ART’)**
The list of Messages subject to an ART and the period of time within which it must be received are laid down in the IS Application Appendix.
The Messages that require an ART are considered to have been received by the Receiver as soon as an ART is sent to the Sender.
If the Sender does not receive an ART within the time period foreseen, he has the right to consider the Message in question to be null and void as from the moment the time period expires, as long as he notifies the Receiver through any means that includes an acknowledgement of receipt.

7.3 **Functional acknowledgment of receipt (‘ARF’)**
The time period within which an ARF must be received begins when the ART is received by the Sender of the Message, which is timestamped in the Log.
The list of Messages subject to an ARF and the length of time within which it must be received are laid down in the IS Application Appendix.
The Messages that require an ARF are considered to have been received and processed by the Receiver as soon as an ARF is sent to the Sender.
If the Sender does not receive an ARF within the time period foreseen, he has the right to consider his initial Message to be null and void as from the moment the time period expires, as long as he notifies the Receiver through any means that includes an acknowledgement of receipt.

7.4 **Timestamping**
The IS Application Appendix states whether the Messages are timestamped and, if so, the timestamp references used.
The date and time that prevail are those that appear on the Message received or sent by RTE.

7.5 **Log**
The IS Application Appendix states whether the Application in question uses a Log and the entries of this Log.

7.6 **Admissibility and probative value of the Messages**
By adhering to the IS Rules, the Parties agree that the Messages will be exchanged through RTE’s IS and Applications.
While respecting the terms and conditions of the IS Rules and of the Service contract (or Rules), the Parties acknowledge that the Messages exchanged in accordance with the methods contained in the IS Rules have probative value.
As soon as the ARF is received by a Party, the Message returned by the latter has the same probative value, in the opinion of the other Party, as a paper-based letter signed by the Receiver.

7.7 **Conservation of Messages and filing**

7.7.1 **Conservation procedures and time periods**

When an Application comprises a Log, RTE keeps all of the Messages exchanged in the said Log. RTE files the Log, while taking all of the security measures required, for a period of time that is stated in the IS Application Appendix. Each Party is free to keep all or some of the Messages exchanged after this period of time has elapsed.

7.7.2 **Conservation format**

Each Party ensures that the Messages exchanged are accessible and can be restored in an identical format and in a language that is intelligible to man and can be printed, if necessary.

8 **Technical assistance**

8.1 **Activation assistance**

The IS Application Appendix specifies the resources offered by RTE to help the User access its IS and Applications for the first time as well as the technical terms and conditions under which this assistance is provided.

8.2 **Assistance with using the Applications**

In the event the User experiences difficulties when accessing or using the Applications or exchanging Messages, he may seek telephone-based assistance from RTE under the technical terms and conditions contained in the IS Application Appendix.

RTE's technical assistance department or 'RTE Hotline' may be contacted on 00 800 80 50 50 50 (international freephone number) or 0810 80 50 50 (shared-cost number).

9 **Exchange security**

9.1 **Security procedures and measures**

The User is informed that the Electronic Key is strictly personal and non-transferable. The User is solely responsible for the Key and assumes responsibility for keeping and using it.

Consequently, access to RTE's IS and use of an Application thanks to an Electronic Key are considered to have been carried out by the User.

The User agrees to take all measures necessary to ensure that his Electronic Key is not divulged to or used by a Third Party.

In the event the **Electronic Key is lost** or if it is believed that it could have been used fraudulently, one of the User's Representatives or the Holder must immediately call the **RTE Hotline** on 00 800 80 50 50 50 (international freephone number) or 0810 80 50 50 (shared-cost number) to ask for the Key to be revoked.
During the revocation process, the User will have to provide the 'Password selected' (previously 'PKI Holder Authenticator') entered in the Access request (made through a paper-based or electronic form).

In the event the User loses his Electronic Key, he agrees to contact RTE as soon as possible to revoke the Key and apply for, if necessary, a new Electronic Key through the submission of a new access request.

As a precautionary measure, RTE may ask the User to change his Electronic Key.

9.2 **Electronic Keys to access the Applications**

One of the two following procedures is required to access and use the Applications:

- A Logical Key or
- A Digital Key.

The IS Application Appendix states the type of Electronic Key that is necessary to access a specific Application.

Electronic Keys are sent to the Electronic Key Holders, who access and use RTE's Applications in the name and on behalf of the User.

9.3 **Access to the Applications using a Logical Key**

When a Logical Key is used to access the Applications, RTE sends it to the Holder by registered post with a request for acknowledgement of receipt; this letter is sent to the address of the Holder specified in the RTE Application access request form.

9.4 **Access to the Applications using a Digital Key**

When a Digital Key is used to access the Applications, the Holder is issued the said Digital Key under the terms and conditions of RTE's Certification Policy.

9.5 **Authorisations**

The Parties acknowledge that they have all of the permits and licences required under Electronic Data Interchange regulations and, if necessary, the regulations that apply to the use of Cryptography resources and services.

In particular, the User acknowledges that he is fully aware of the rights granted under the IS Rules and the Certification Policy when Cryptography resources are used for the purposes of Data Confidentiality.

Each Party agrees to immediately inform the other Party of any change to these permits and licences.

RTE submits the information required under law no. 78-17 of 6 January 1978 on data privacy to the French National Data Protection Authority (CNIL). Under this law, the User has the right to access and amend data that concerns him.

10 **The IS Rules' modification process**

In order to maintain methods of access to the IS and methods of use of the Applications that comply with technological developments and the requirements of the Parties and in order to improve the content and performance of its Applications, RTE may have to modify the IS Rules. In such a situation, RTE shall strive to optimise these modifications in order to limit their frequency.
RTE will draft a new version of the IS Rules and notify the User of the new version and the main modifications made through a message on its Website.

The date on which the new version comes into place is shown on the first page of the IS Rules. The current version of the IS Rules remains on RTE's Website and remains in place until the aforementioned date. When the modifications foreseen by RTE require the User to adapt his IS, RTE shall leave enough time for these changes to be made before the new version comes into force.

The implementation of the new version of the IS Rules does not undermine the validity of the Contract. The Contract will continue to apply; the Contract also states that the User accepts the new IS Rules published on RTE's Website, without prejudice to the User's right to terminate his Contract and Service Contract. If necessary, the Parties agree to modify and/or adapt the said Contract to the new IS Rules.

11 User Representative and Electronic Key Holder

When signing the Service Contract, unless stipulated otherwise, the User will appoint in a letter one or more Representatives who are physical individuals and duly authorised to discuss the management of access to RTE's IS and Applications with RTE. The User is free to update the list of Representatives through a letter.

In the case of an Electronic Key Holder, the RTE Application access request must name one of these Representatives.

It must also state whether it is an Appointed Holder, namely, a physical person from a third-party company.

Only the Holders, whether Appointed or not, may access and use RTE Applications. They do so in the name of, on behalf of and under the responsibility of the User.

The User expressly agrees to make each Electronic Key Holder, whether Appointed or not, aware of the IS Rules and to record the Holder's formal commitment to respecting the IS Rules, particularly the security measures and procedures outlined in section 9.

12 Protection against security threats

12.1 Commitments of the Parties

Both Parties agree to take all of the measures necessary to prevent any kind of threat to the security of their information system. This applies, in particular, to access to RTE's IS and the use of the Applications, any threat to Confidentiality, Integrity and Authentication as well as the entry of any malware code into the IS.

If one of the Parties falls victim to malware that could spread throughout the computer systems, it shall notify the other Party as soon as possible by any means and, if it is able, inform the other Party of how the malware in question can be removed.

The User agrees to only access RTE's IS and to only use RTE's Applications in accordance with the IS Rules and in accordance with their purpose. Furthermore, the Party shall strive not to convey through RTE's IS and Applications information that infringes the laws and regulations in force and that is unrelated to its participation in the Service and to the IS Rules.
12.2 Suspension

If RTE suspects or detects a security threat that is likely to harm the smooth running of the IS and/or the Applications, particularly in relation to section 9, RTE reserves the right to take any measure necessary, including, when it believes that the risk in terms of security requires it, suspending the User's access to the RTE IS and/or Applications.

In the event RTE has to suspend the User's access for whatever reason and particularly in response to malware, it will also tell the User if the Application concerned has been placed in downgraded mode.

13 Intellectual and industrial property

13.1 Rights

The Parties expressly agree that their agreement regarding the IS Rules does not imply any transfer of any intellectual or industrial property of any kind. Therefore, each Party shall remain the sole owner or holder of any intellectual or industrial property rights (patents, trademarks, literary and artistic property, software, know-how and knowledge) that it owns when it accepts these IS Rules.

Subject to the rights of Third Parties, RTE retains all of the intellectual and industrial property rights of the IS and the Applications, as well as the designs, techniques, inventions, procedures, software programs and work performed on the IS and the Applications. RTE agrees to only make available to the User the resources and methods needed to fulfil the IS Rules, regardless of the nature and form of the resources and methods, for which it has the intellectual and industrial property rights.

RTE agrees to protect the User from any claims made by Third Parties regarding the intellectual or industrial property rights of the aforementioned resources and methods. To do this, the User must have:

- notified, within a short period of time and in writing, RTE of the infringement and/or occurrence of unfair or parasitic competition or the statement that preceded this action and,
- loyally contributed to the defence of RTE by providing all of the elements, information and assistance necessary required by such a defence.

13.2 Licence

RTE grants the User a non-exclusive, personal and non-transferable right to access its IS and use its Applications.

This right can only be exercised as part of the User's participation in the Service and for the duration of the Service.

The User shall not use, copy, modify, transfer, decompile, disassemble or translate the Applications made available without respecting the terms and conditions stipulated in the IS Rules.

In compliance with section L.122-6-1 of the French Intellectual Property Code, RTE will provide the information required to ensure the interoperability of the Applications with any of the User's software programs on the latter's written request, which must clearly identify the Application with which interoperability is sought and the type of information required.
The User accepts that all of the information that it obtains with regards to an Application is, subject to the rights of Third Parties, the exclusive property of RTE and, therefore, protected by the French Intellectual Property Code.

RTE does not accept any responsibility for any access and/or use by the User of its IS and/or Application(s) if the User has not been granted express authorisation by RTE and/or does not comply with the IS Rules. In such a situation, the User shall be responsible for any resulting damages incurred by RTE or any Third Party.

14 Confidentiality and data protection

The Parties consider all of the Messages sent or received and their content and all of the information and data exchanged between them under the IS Rules, regardless of their nature and of the medium, to be strictly confidential.

The Parties expressly agree that the information contained in the Messages will not be used for any purpose other than the one foreseen by the Parties for the Service.

If the Service provisions do not specify the length of time that the obligation to maintain confidentiality shall remain in place, the Parties agree that this confidentiality clause shall apply for five (5) years as from the end of the Contract.

The Parties agree to make sure that their employees and any subcontractors involved in the Contract comply with the same obligation.

15 Liability

The Service provisions that concern the responsibility of the Parties also apply to the IS Rules.

Furthermore, the User will not be able to claim any compensation from RTE for any damages incurred due to an error or loss of service provided by a telecommunications operator chosen by the User to access RTE’s IS in accordance with section 4.4.

RTE may only be considered liable if it is proven that the Message that harmed the User reached RTE’s IS through the provision of the ART and of the ARF.

The User is solely responsible for keeping and using the Electronic Keys issued to him.

RTE does not accept any responsibility for any access to the IS or use of the Applications that do not comply with the usual terms and conditions of access and use laid down in the IS Rules, the IS General Appendix and the IS Application Appendices.

16 Force Majeure

The Service's contractual provisions regarding a Force Majeure apply to the IS Rules.

17 Assignment

The Service's contractual provisions regarding assignment apply to the IS Rules.
18 Termination
The Service's contractual provisions regarding termination apply to the IS Rules.
Furthermore, the Parties agree that the termination of the Service in accordance with the
methods laid down in the rules governing the Service results in the automatic termination of
the Contract.

19 Commencement and term of the IS Rules
The IS Rules apply as from the date shown on the first page of the IS Rules. The Parties are
bound by these Rules for the duration of the Service.
The Contract between the Parties comes into effect on the date the User signs the Service
contract.

20 Applicable law and language, settlement of disputes
The Service's contractual provisions regarding the law and language that are applicable and
the settlement of disputes apply to the IS Rules.

21 Severability
The nullity of all or part of a Section does not affect the validity of the other Sections or the
Service concerned.

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