

CHAPTER 4

INFORMATION COORDINATION PROCEDURES

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4.1 INTRODUCTION

The chapter describes the characteristics of the systems for exchanging data and information between the Shippers and the Storage Company. It also describes the methods for accessing and using the IT system and the obligations of the Parties.

The set of IT systems arranged by Edison Stoccaggio on the Internet system for the information management of the services offered and for exchanging data and communications between Edison Stoccaggio and the Shippers according to the provisions of this Code is made up of the Website of the Storage Company and the IT System. To access them, the Shipper must have available a browser with the most updated Internet technology and in any case compatible with what is required by the technical specifications of the Website and Escomas. Failure to meet this requirement might jeopardise the efficient exchange of data with Edison Stoccaggio, although it does not matter when executing the Storage Contract. The Website and Escomas are the only tools through which the Shipper can schedule use of the storage services, view the contracts executed with Edison Stoccaggio and all of the other information according to what is specified in the paragraphs below. Edison Stoccaggio undertakes to implement, supplement and/or amend the Website and Escomas, as well as the information and applications it contains, with a view to improving the exchange of data and information with the Shippers in connection with development of the services offered.

Possession of the service Shippers of an adequate skill in using IT systems is not binding for executing the Storage Contract. However, it is an essential technical requirement in order to guarantee an effective exchange of data. As far as has been stated, extended improper uses of the system may constitute a reason for terminating the Contract, as described in paragraph 17.4 of the chapter “Responsibility of the Parties”.

4.2 IT SYSTEMS

4.2.1 Description of the IT Systems

To manage the natural gas storage activities and the exchange of data between Users of the service and the storage company, the following IT tools are used:

1. IT System, defined as the entirety of the IT systems organised by the Storage Company on the Internet platform to support the commercial management of its services and to permit an exchange of data and information with the service Shippers and the community involved;
2. Website, the institutional website of the Storage Company

3. Electronic mail that the Storage Company uses for communications with the Shippers and the community involved in the case the IT System or Certified Electronic Mail malfunctions, where expressly provided for by legislation and the regulatory framework in force;
4. Some components of the Microsoft Office (Excel and Access) package that the Storage Company uses to process data of the storage activities pertaining to the obligations arising from the Contract;
5. Architecture of the IT network of the Storage Company, properly sized and used, among the other services, for archiving storage service-associated data.
6. Fax should the Website, IT System and Certified Electronic Mail malfunction at the same time.

4.2.2 Access and use of the IT system

Data is transmitted by the Shippers to the Storage Company and by the Storage Company to the Shippers by using Escomas and/or access to the Website unless otherwise specified.

Should it be impossible to use Escomas or the Website, the data can be sent by/to the Shipper through email or by fax to the number made available on the website of the Storage Company.

The Website provides the Shippers access to the data and information relevant for the purposes of the Contract through:

1. A reserved area protected with user ID and password, accessible through registration. This area allows confidential documents and data to be published and shared with the Shippers enabled from any Internet station;
2. Newsletter service that allows Newsletters to be managed and sent to the Shippers;
3. File Sharing through publication of one or more areas accessible to the Shippers on the Website (with user ID and password) where it is possible to share data and documents organised in folders with exclusive access of each user;
4. A non-reserved area where the Company publishes all the information required by the Storage Code such as the Storage Code and the operating procedures in effect, the description of the plants, the maintenance plans, the available capacities, the Tariffs in force and other information useful for better communication between the Storage Company and the interested parties.

Escomas provides Shippers the possibility to access all data and contractual information through dedicated forms, including the following:

- Contractual position in terms of capacity assigned for every single Contract entered into by the Shipper and the Storage Company, and relevant updates following transfers and sales of capacity;
- Annual, seasonal, monthly, weekly and daily scheduling of operations;

- Daily, weekly and monthly allocations, both final and balance, assigned to the Shipper by the Storage Company, Injection and Withdrawal consumption assigned to the Shippers;
- Storage position in terms of stock, including any sales or transfers of Capacity, sale or purchase of Gas;
- Invoicing status, accounting documents, relevant information and elements for calculating them;
- Administrative documentation, such as “fiscal bills”, in which the quantity of Gas owned by the Shippers is recorded;
- Other documents.

In addition to this, Escomas allows Shippers to access dedicated forms regarding other subjects, such as:

- Registration of the Shipper that has the appropriate application credentials;
- Requests for access to the services;
- Assignment of storage capacity on an annual, monthly and weekly basis, and for periods under one week;
- Maintenance schedules published and updated by the Storage Company according to the time tables and methods set out in this Code;
- Use profiles, adjustment factors and associated information;
- Trend of the Gas moved by the Storage Company at the Storage System, in the Injection and Withdrawal stages;
- Capacities available for the services offered;
- Due register of the most important due dates for the Shipper and for the Storage Company;
- Other information as necessary.

The Shipper is required to access Escomas to use services offered by the Storage Company, enter or receive the information on managing the storage Contract since it represents, unless otherwise specified, the official interaction tool for the functions described above between the Storage Company and the Shippers according to the methods and time tables described in the following sections.

The methods for exchanging information between the Shipper of the service and the Storage Company for the following activities are summarised in Annex 4A:

1. Assignment of storage capacities at the start of the thermal year;
2. Assignment after the start of the thermal year;
3. Injection and withdrawal reservation and commitments;
4. Capacity and gas volume transactions;
5. Allocations and adjustments;
6. Request for special services.

The minimum skills the Shippers need for an efficient exchange of data are:

7. Adequate knowledge of Electronic Mail management;
8. Adequate knowledge of the Microsoft Office package tools (MS Excel in particular);
9. Adequate knowledge of the Internet;
10. Knowledge of the IT System.

4.2.2.1. Security of the IT Systems

The Storage Company and the Shippers of the service are responsible for the security and protection of the data exchanged through the IT systems.

Both undertake to ensure that their data and systems have adequate levels of IT protection.

4.3 OBLIGATIONS OF THE SHIPPERS AND OF THE STORAGE COMPANY

4.3.1 Obligations of the Shippers

As regards the exchange and management of information with the Storage Company, the Shippers undertake to take the appropriate control and prevention measures to guarantee the security and protection of the data.

The Shipper has the obligation of promptly informing the Storage Company in the case of transmission of data contaminated by a virus, deterioration of the data transmitted or in other cases where improper use of the system occurs. The Shipper should contact the Storage Company through the channels defined on the Company website and follow the instructions and obligations published on it.

The Shippers have the obligation to use the forms prepared by the Storage Company¹, found on Escomas or on the Company Website, to exchange data.

At the time of the Request for Access to the IT System, the requesting user has the obligation to provide the Storage Company with what is stated in paragraph 4.3.1.1, a list of contacts of reference at the Shipper's offices, who will be the only parties enabled to access and use the application to exchange data and information.

The same enabled party will have the right to request, through Escomas, that other users delegated to operate in the name and on behalf of the Shipper be created.

The Shipper also undertakes to keep the list of contacts up to date and to process personal data of the Storage Company in full observance of Italian Law 675 of 31 December 1996 as amended.

The Shipper is also solely responsible for any errors in entering data into the IT System.

¹ All declarations to provide are to be considered "statements in substitution of an attested affidavit", therefore signed by the legal representative or a party in possession of an adequate power of attorney (the forms for the declaration of validity of the powers of representation are available on the IT System and on the Website of the Storage Company if the system is not available).

In the case of improper use of the IT System, therein expressly including the Shipper's attempt to access data of other Shippers or of the Storage Company (or, for example, of its employees, collaborators, agents or subcontractors), the Shipper shall be charged all costs, expense, any possible losses and charges incurred by the Storage Company as a consequence of said improper use. The Shipper should also immediately take steps to prevent said situations from recurring. In any case, early termination of the Storage Contract according to the provisions of paragraph 17.4 is applicable.

4.3.1.1. Access to the IT System

Access to the IT System is possible after the requesting user registers, sends in the Request for Access to the IT System and is accepted subject to verification that the documentation submitted is appropriate.

The Request for Access to the IT System, drawn up like the model published by Edison Stoccaggio on its IT system, must necessarily contain:

- a) The express and full acceptance of the provisions pursuant to this Storage Code, including those contained in the relevant annexes;
- b) The declaration by the requesting user party to have an IT system compatible with the IT systems of Edison Stoccaggio.

The Request for Access to the IT System must also be complete with:

- c) The affidavit pursuant to Italian Presidential Decree 445/2000 certifying that the signer of the Request for Access has powers of representation, as per the model on its IT system.

The Requesting User must send everything required in this section by the 5th working day before the last deadline for access to the service for which it plans to make use.

Each requesting user must inform the Storage Company of at least one user who will be enabled to access it to use the services offered for managing relations with the Storage Company and to view the information pertaining to the individual Shipper at the time of registration on the IT System. The Storage Company gives the Shippers a temporary user ID and password to access Escomas.

Enabling will allow the Shipper to access only the data pertaining to it.

The Shipper is responsible for proper use of its user ID and password, and it required to immediately inform the Storage Company of any changes in the data regarding the users of Escomas.

Should the storage Contract be terminated, the Storage Company disables the Shipper's access to Escomas and deletes the data regarding the parties no longer enabled to access the data available on the portal.

4.3.2 Obligations of the Storage Company

The Storage Company communicates with the Shippers and the other operators using the IT tools defined in sub-paragraph 4.2.1 et seq.

As regards the exchange and management of information with the Shippers of the service, the Storage Company undertakes to take the appropriate control and prevention measures to guarantee the security and protection of the data.

The Storage Company has the obligation of promptly notifying the Shipper of any cases of service interruption or identifying a solution to back up the data exchange procedures and to report it in good time to the shippers of the service.

The Storage Company undertakes to process data relating to the Shippers in full observance of Italian Law 675 of 31 December 1996 as amended.

Specifically, the Storage Company guarantees the confidentiality of the data by processing and archiving them in its private IT system, and guarantees their non-accessibility from the outside.

4.3.2.1. Available data

The data available within the IT System relate to the Thermal Year in progress and to the two prior Thermal Years in which it was used. For data relating to prior Thermal Years or those not present in the system, the Shippers should request the information they are looking for from the Storage Company.

4.4 TRAINING

The Storage Company places at the Shipper's disposal an online support manual for using Escomas, available on the Company Website, and will organise training sessions for the Shippers on the specificities of the system and on subsequent updates or supplements. The Storage Company does not request any fee for these training sessions, the attendance of which is limited to 3 Shipper users at the most.

The Storage Company makes available to the Users a phone service to supply information and assistance concerning Escomas. The number where this service can be reached is published on the Website of the Storage Company.