

TECHNICAL DECISION No. 5-T

“ETSS Application Programming Interface – API”

After having taken into consideration the provisions of paragraph F.4.3.6 of the Electricity Market Rules – General Terms and paragraph G.1.2.1 (d) of the Electricity Market Rules – Trading Procedures of Albanian Power Exchange J.S.C (hereinafter referred to as “ALPEX”) as in force:

ALPEX approved:

1. Technical Decision- ETSS Application Programming Interface – API.
2. Technical Decision No.5-T is submitted for notification to the Energy Regulatory Entity – ERE and to the Energy Regulatory Office – ERO.

This decision takes effect immediately.

CEO OF ALPEX J.S.C

Sokol Dishnica

Article 1

Objective-Scope-Definitions

1. The objective of this Decision is to provide access for Exchange Members (hereinafter referred to as the “**User**”) to the Application Programming Interface (hereinafter referred to as the “**API**” or “**ALPEX ETSS API**”) for the purpose of connecting their system to the Energy Trading Spot System (hereinafter referred to as the “**ETSS**”), as well as to define the Terms of Use (hereinafter referred to as the “**Terms of Use**”) that shall apply to the use of the ALPEX ETSS API by the Users, including their respective responsibilities.
2. Any User that wishes to use the API adheres to the present ToU and concludes the respective API User Agreement (hereinafter “**the Agreement**”) For the purposes of adhering acceptance of the ToU, the User must sign the Form TR-1-F4 “Connection to the Energy Trading Spot System (ETSS) Form” and therein indicate Option 2 [ETSS API therein]. By accessing the “ETSS API (API)” and using the API any User acknowledges to have understood and accepted all the legal information that the present ToU contain and accept them in their entirety. These ToU as in force along with the signed form TR-1-F4 “Connection to the Energy Trading Spot System (ETSS) Form” shall constitute the “API User Agreement”.
3. The definitions in this Technical Decision shall have the same meaning as those provided in the Electricity Market Rules.

Article 2

Registration and Access to the ETSS API

1. Any User who is interested in the API, the User must go to the ALPEX website (www.alpex.al) to download and complete the Application Form (Form TR-1-F4 “Connection to the Energy Trading Spot System (ETSS) Form”) and, upon completion, submit it to ALPEX for obtaining this access.
2. Up-to-date information, including company’s trade name, EIC Code, user’s full name, user mobile number, and user email address shall be filled in the Application Form.
3. ALPEX will send the links for accessing the “ETSS API ” to the user’s mail address as indicated by the User in the Application Form. ALPEX reserves it’s right to contact the appointed user for issues related to the ETSS API within working hours and/or in a reasonable manner.

Article 3

Technical Specifications of the ETSS API, Credentials, and System Development

1. The ETSS API contains the ETSS API Technical Specification with the relevant documentation.
2. The ETSS API Technical Specification is provided "as is" and "as available" without any warranty of any kind, either express or implied and ALPEX expressly disclaims all warranties without limitation.
3. Each User shall develop or must ensure a system compliant with the provided ETSS API technical specifications provided by ALPEX.
4. Credentials, including security keys, tokens, log-in information and related technical information are provided solely by ALPEX for appointed Users via authorized e-mail addresses provided in TR-1-F4 Form.
5. Credentials given by ALPEX are confidential and they shall not be sold, shared, transferred, or sublicensed to any other User. All activities that occur using Credentials are the responsibility of the User.

Article 4

Testing and access to ETSS

1. As soon as the User has completed the necessary system development with respect to the API technical specifications and prior to accessing the production environment, the User shall contact ALPEX for setting-up a connection to the ETSS testing environment for its system tests.
2. The User system's tests cover all functionalities of its system and validate that the User's system has no detrimental effect on ALPEX's ETSS.
3. The User shall ensure that:
 - a) any person acting on his behalf has the required authorization to use the API.
 - b) any system used to access the API must be properly configured to securely connect to the API (as may be amended from time to time).
 - c) any log-in credentials provided by ALPEX to the User to use the API must be confidential and secure. The User is strictly liable for all use of any credentials registered until ALPEX revokes them following a request by the User's authorized person.
 - d) any Orders submitted through the API are not erroneous.
 - e) it shall not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate the ETSS and its content.

Article 5

User's Responsibilities and Restrictions

1. The User is exclusively responsible for:
 - a) provisioning and maintaining the communications equipment including computers and modems required for accessing the API.
 - b) The User is also responsible for the availability, accessibility, transmission quality and functionality of any telecommunication lines, computer system or software needed to access and use the API.
 - b) correctness, accuracy and format of its data (except when ALPEX is the data provider) and of any other content needed for the functionality of the API, under the requirements according to ETSS API Technical Specification.
 - c) any authorization, license, agreement or other legal documentation between the User and third parties that are required for the User's use of the API, Regarding this provision, the Exchange Member is solely responsible for obtaining any third-party rights, licenses and approvals.
2. Each User undertakes the obligation not to develop applications that:
 - a) are fraudulent or misleading.
 - b) infringe the intellectual property rights or the rights of publicity or privacy of any third-party User.
 - c) are defamatory, threatening, or harassing in nature;
 - d) contain viruses or computer programs that may damage, maliciously interfere with, surreptitiously intercept, or appropriate any system or data; or
 - e) violate any applicable law.
 - f) disclose or provide the ETSS API or Access Credentials to any person or entity other than the User's responsible employees and any contractor acting on its behalf who is duly authorized to do so and has been made familiar with the ETSS API prior to its use, as well as with any subsequent changes thereto.
3. Each User is responsible for not using the ETSS API for unlawful purposes, or in any manner that violates the Terms of Use, or breaches any law or regulation on privacy or data protection, or infringes the rights of third parties, or exposes ALPEX to legal liability.
4. Each User is responsible for not copying, adapting, reformatting, decompiling, disassembling, decoding, or modifying the ETSS API, access credentials, data, or any other information, by any means or in any form.
5. Additional rights and obligations applicable to the User may be specified or added from time to time solely by ALPEX.

Article 6

Responsibilities and Restrictions of the ALPEX

1. ALPEX shall not be liable for:
 - a) any interruption, suspension, or temporary unavailability in the access to or operation of the API, except where this is the result of gross negligence or willful misconduct on the part of ALPEX.
 - b) any loss or damage as a result of accessing information from ALPEX website or by the use of the API including errors from technical inaccuracies, incorrectness or incompleteness content or data, viruses, or other harmful matter.
 - c) any loss or damage as a result of the malfunction, instability or inaccessibility of the API, equipment or services delivered by third parties or other circumstances for which ALPEX is not responsible, including Force Majeure.
 - d) loss of confidentiality, security or reliability of the connection of the User 's system to the API.
2. In case the User reasonably believes that there are errors in the API, it shall give ALPEX immediate written notice through authorized email addresses, and ALPEX shall use its best endeavors to correct such errors within a reasonable time from the receipt of such notice.

Article 7

License of the API

1. ALPEX hereby grants to User a non-exclusive, non-transferable, non-sub-licensable, worldwide, revocable right and license under ALPEX and ALPEX Service Provider intellectual property rights to:
 - a) develop, test, operate and support a system.
 - b) use the API as it requires to send and transmit data to the extent necessary to interface with ETSS.
 - c) distribute or allow access to the API integration in any system to end users, and
 - d) to show the Content accessed through the API within the system.

Article 8

API Amendments and Maintenance

1. The API will be subject to version updates. ALPEX reserves the right to amend the API from time to time and will endeavor to provide to Users new version through reasonable notice of such amendments via ALPEX's Website.

2. Following any amendment to the current version of the API, ALPEX shall be entitled to cease the support of an older version of the API. ALPEX will use its best efforts to ensure that older versions of the API will remain functional but does not warrant or guarantee that this will be possible.
3. In case of maintenance, ALPEX will perform the relevant work outside Trading Hours when possible and shall give a prior notice of any planned system maintenance which may affect the API via any available means, including website publications/announcements.

Article 9 **Monitoring Usage of API**

1. By using the API, the User acknowledges and agrees that ALPEX through its authorized personnel and his Service Provider shall have the right to monitor the User's use of the API, to ensure that the API is being used in an appropriate manner and that the User has no right to block or otherwise restrain such monitoring.
2. ALPEX reserves the right to take actions that are reasonably necessary to ensure that the performance of ALPEX's ETSS is not impacted by the User's use of the API. ALPEX reserves the right to refuse the use of the ETSS API to a Party's System which could endanger the stability of the ETSS or that doesn't conform to the ALPEX ETSS API and the present ToU.
3. In the event of any misuse affecting other Parties' use or causing a security threat to ALPEX or other market participants, ALPEX reserves the right to:
 - a) disconnect the User from the API.
 - b) limit the User's access to the API.
 - c) suspend the User from using the API.
 - d) revoke one or more of the User's log-in credentials and tokens, temporarily or permanently.
4. ALPEX shall inform the User of such disconnection and/or suspension as soon as possible.
5. The actions described in the point 3 will be affected in case of non-compliance with:
 - a) these ToU and
 - b) the following occasions:
 - i. Transfer, sell or publish in any form of any data made available to the User via API.
 - ii. Inappropriate use of the API.

- iii. Any infringement of ALPEX's intellectual property rights in connection with API.
- iv. Unauthorized use of any log-in credentials.
- v. Inappropriate use of data requests at a rate that is deemed to be beyond what is acceptable (as determined by ALPEX in its absolute discretion).
- vi. Any breach of ALPEX's Electricity Market Rules or any applicable law.

Article 10

Force Majeure

1. Neither ALPEX nor any User shall be held responsible in case of force majeure events preventing them from complying with their respective obligations under the ToU.
2. ALPEX or/and any User that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in the other User performing any obligation under the ToU, must:
 - a) promptly notify the other part;
 - and
 - b) inform the other part of the period for which it is estimated that such failure or delay will continue.
3. The affected Party by the event of Force Majeure shall use reasonable efforts to mitigate the effects and to fulfill its obligations under this Agreement.

Article 11

Limitation of liability

1. ALPEX shall not be liable to a User for any loss, including lost profit or revenue, nor for any indirect, special, incidental, consequential, cover, or punitive damages, however caused, whether in contract, tort, or under any other theory of liability, arising from a breach of obligations under these Terms of Use. The liability of ALPEX shall be excluded in all cases under the ToU other than where any losses or damage to a User is incurred or suffered as a result of ALPEX's gross negligence and/or willful misconduct.
2. Any User uses the API, content, and data available at its own risks and under its own responsibility.
3. The User shall indemnify and hold harmless ALPEX, its directors, employees, and service providers from and against any claim, loss, regulatory sanction, damage, or cost arising from misuse of the API, breach of confidentiality or cybersecurity incident originating from the User's systems.

Article 12

Confidentiality

Any User acknowledges that they may receive confidential or proprietary information which is either identified as confidential at the time of disclosure or should reasonably be recognized by ALPEX as confidential under the circumstances, whether marked as confidential or proprietary. For the avoidance of doubt, the ETSS API, the ETSS API Technical Documentation and the API User Agreement are deemed to be ALPEX's Confidential Information. Confidential Information shall not include any information that the User can establish that it was generally available to the public (or becomes so) without the fault or negligence of ALPEX, and it is rightly obtained by the User or by a Third-Party User without a duty of confidentiality. The duty of confidentiality shall not prevent ALPEX from disclosing any information to any person or contractor engaged by ALPEX in performing services in respect of the API, provided that such person or entity is subject to an appropriate duty of confidentiality.

Article 13

Costs and Fees

1. Connection of any User system to the ETSS is subject to ALPEX's Fee Schedule. ALPEX shall be entitled to adjust the applicable fees from time to time with a reasonable time notice via its Website.
2. Support provided by ALPEX after the connectivity through API is provided to the User free of charge.
3. Each User shall be responsible for covering its own costs and expenses in order to meet its obligations under the ToU.

Article 14

Entire Agreement – API, Notices and Severability

1. The documents forming the agreement are mutually explanatory of one another. The documents referred to in this article contain the whole agreement between ALPEX and any Exchange Member relating to the subject matter of this Agreement and the Documents. Constituent parts of this Contract to which the Parties refer to during its implementation are:
 - a) These Terms of Use
 - b) Signed TR-1-F4 form "Connection to the Energy Trading Spot System (ETSS) Form" as updated from time to time by ALPEX and notified to the Exchange Members via ALPEX's official website.
 - c) the ETSS API Technical Specification with the relevant documentation..
2. Any notice shall be given in writing by the Parties or the authorized representatives of the Parties to authorized representatives of ALPEX..

3. If any or more provisions of this entire agreement (as specified above) shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall be valid and enforceable.

Article 15 Communications

1. For inquiries or any issue related to the API under the present ToU, any User may contact as below:
 - a) mail to: trade@alpex.al ; or
 - b) create a ticket using ALPEX's Ticketing system
(Email subject should begin with [ALPEX ETSS API])
2. The appointed user assigned to the TR-1-F4 Application Form is authorized to represent the User in all and any matters under the ToU. The User ensures that all contact information is updated and accurate and may at any time amend its own details, including the appointed users, by sending an e-mail to ALPEX email addresses specified above and the updated TR-1-F4 Application Form.

Article 16 ToU Updates and Amendments

ALPEX may, at its sole discretion, update or modify the ToU unilaterally at any time. Such amendments will be published at ALPEX's website at least twenty (20) days prior to the day when the amended version comes into force. Each User is considered to have accepted the amendments through its continued use of the ETSS API with effect from the date on which the amended version of the ToU comes into force.

Article 17 Agreement

1. All Parties understand that no relationship of association, representation or establishment of a new legal entity through this ToU is created between ALPEX and any User in any way.
2. The present ToU set out all the terms that have been agreed between ALPEX and the User in relation to the subjects covered by it and supersede all and any previous agreements related to API

Article 18 Governing law and dispute resolution

1. These ToU and the respective API User Agreement are governed by and construed in accordance with Albania and Kosovo law. In the event of any dispute that may arise

between ALPEX and the User out of or in connection with these ToU and the respective API User Agreement the parties shall first attempt amicable settlement. In case of non-resolution of the dispute with amicable settlement the dispute will be referred to the competent courts of Tirana/ Prishtina, having final jurisdiction to settle any claim, dispute or difference that may arise out of or in connection with this Agreement, including any question as to its existence, validity or termination.

2. Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any proceedings in Tirana/Prishtina and any claim that any such proceedings have been brought in an inconvenient court, and further irrevocable agrees that a judgment in any proceedings brought in the Tirana/Prishtina courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction in accordance with the law of that jurisdiction.

Article 19

Termination

1. ALPEX may terminate the API Agreement and suspend access to the API immediately, without liability or other obligation, by written notice to the User, in case the User breaches any of the terms or conditions of the present ToU.
2. The User may terminate the API Agreement by giving not less than thirty (30) days written notice, whereupon at the expiry of the notice period all access to the API will be terminated.
3. All provisions of the ToU which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of the User's access to and use of the API shall not relieve the User of any obligations arising or accruing prior to such termination or limit any liability which the User otherwise may have to ALPEX.
4. In any case, if termination is caused due to breach of this Agreement and of the provisions of the API, the breaching party shall be liable for compensation of the damages caused to the other party, in compliance with, and within the limitations set out in the API.

Article 20

Enforcement

This Technical Decision will enter into force on 20.03.2026.

This Technical Decision will be posted on ALPEX's official website www.alpex.al