

The following is an extract of specific provisions from the Agreement between AEMO and REMCo for the Provision of Full Retail Contestability Services in Western Australia (dated 30 September 2009).

Parties

Australian Energy Market Operator Ltd (ABN 94 072 010 327) Level 12, 15 William Street, Melbourne Vic 3000 (“**Hub Operator**”)

and

Retail Energy Market Company Limited (ACN 103 318 556) Level 28 AMP Building, 140 St Georges Terrace, Perth WA 6000 (“**Hub User**”)

3 Services

Hub Services

- 3.1 Hub Operator will provide the Hub Services in accordance with Schedule 2 for the period from the Commencement Date until this Contract is terminated in accordance with its terms, provided that the Hub User has paid the Fees for the Hub Services in accordance with clause **Error! Reference source not found.**

Support Services

- 3.2 Not used

Additional Services

- 3.3 Hub User may request Hub Operator in writing to provide additional services, otherwise outside the scope of this Contract, from time to time, provided such request is made in accordance with the Change Control Process.

Removal of Services

- 3.4 Hub User and Hub Operator may agree at any time that specific Services be removed from the scope of this Contract, provided the implementation of any such agreement is made in accordance with the Change Control Process.

4 Term

- 4.1 This Contract will commence on the Commencement Date and continue until terminated in accordance with clause 0.
- 4.2 The parties acknowledge and agree that upon the Commencement Date, the Contract for the Provision of FRC Hub Services’ dated 21 November 2003, between the Hub Operator (referred to as VENCORP and NEMMCO) and Hub User in respect of the provision of services to the Hub User as a ‘Retail Market Administrator’ for the South Australian and Western Australian fully contestable retail gas markets shall be

terminated with effect on and from the Commencement Date, and shall come to an end without the need for either party to give notice to the other.

5 Transition Out Services

Hub Operator to provide Transition Out Services

- 5.1 On notice of termination of this Contract, Hub Operator will, if requested by Hub User and provided that at all times the Hub User complies with clause **Error! Reference source not found.**, provide all reasonable assistance to Hub User and Hub User's authorised agents in the orderly transfer of the Services, functions and operations provided pursuant to this Contract to another services provider or to Hub User itself.
- 5.2 Transition Out Services will be available to Hub User for a period of four (4) months prior to the date of termination (where this is applicable), and six (6) months after the date of termination, or such other period as agreed to by the parties.
- 5.3 Hub User will pay an additional charge in respect of the Transition Out Services in accordance with Hub Operator's rates set out in Schedule 1.

Minimum Obligations for Transition Out Services

- 5.4 In the course of providing the Transition Out Services, Hub Operator will, as a minimum, in consultation with Hub User:
 - 5.4.1 freeze non-critical software changes;
 - 5.4.2 answer questions and provide such other information as may be reasonably sought by the new services provider or by Hub User itself to assist it in the Transition Out process;
 - 5.4.3 surrender any remaining Hub User owned reports and documentation still in Hub Operator's possession.

6 Co-operation

- 6.1 Except to the extent stated to the contrary in this Contract, any consent, approval, condition or thing required to be done pursuant to this Contract will not be capriciously or unreasonably reached, withheld, given or carried out by either party.

7 Obligations

Hub User's obligations

- 7.1 Hub User will comply with the FRC Hub Conditions and with all of its obligations under this Contract and those contained in Schedule 2.
- 7.2 Hub User must:
 - 7.2.1 ensure that the FRC Hub Conditions are enforceable under the Hub User Scheme as applied in the jurisdictions in which Hub User operates.
 - 7.2.2 use best endeavours to enforce the FRC Hub Conditions.
- 7.3 The Hub User will provide to the Hub User Members details of:

- 7.3.1 the limitations on the Hub Operator's obligations under this Contract including the limitations on the Hub Service and the liability of the Hub Operator in relation to the provision of the Hub Services;
 - 7.3.2 the obligations under this Contract which the Hub User has agreed to endeavour to have the Hub User Members comply with; and
 - 7.3.3 the rights of the Hub Operator under this Contract, including its right to suspend access and use of the FRC Hub to Hub User and/or any Hub User Member under clause 3.8 of Schedule 2.
- 7.4 The Hub User will endeavour to ensure that Hub User Members enter into a Deed of Release in favour of the Hub Operator in a form acceptable to the Hub Operator in respect of any liability of the Hub Operator to Hub User Member in connection with this Contract or the provision of the Services. The Hub User will keep the Hub Operator informed of its efforts to obtain these Deeds of Release in favour of the Hub Operator.
- 7.5 Without in any way limiting or affecting the Hub Operator's rights under clause 3.8 of Schedule 2, promptly following the Commencement Date, the Hub User will use its best endeavours (acting in good faith at all times) to ensure the inclusion of a provision in the Hub User's 'Retail Market Rules, substantially in the form as follows.
- "Hub User shall have the power to revoke the Certification Certificate of any Member who materially and/or consistently breaches the FRC Hub Conditions."
- 7.6 If after using best endeavours (and acting in good faith at all times) Hub User reasonably believes that it will not be possible to include the above clause in the Hub User's Retail Market Rules, Hub User will be entitled to commence a Rule change process to include such a clause in the Hub User's Retail Market Rules, as per the Rule change process contained in the Retail Market Rules.
- 7.7 Hub User must advise the Hub Operator of the outcome of Hub User's efforts in respect to clause 7.6. If Hub User was not successful in including a right to revoke a Hub User Member's Certification Certificate then Hub User and Hub Operator must engage in bona fide negotiations to include in the Fees the reasonable cost of operational insurance cover for Hub Operator to cover any operational liabilities that arise in the provision of the Hub Services.
- 7.8 Hub User:
- 7.8.1 has no authority to incur, and must not incur, any obligation on behalf of Hub Operator; and
 - 7.8.2 has no authority to make representations, and must not make representations, on behalf of Hub Operator,
- except with the express prior written consent of Hub Operator's Representative.

Hub Operator's obligations

- 7.9 Hub Operator:
- 7.9.1 has no authority to incur, and must not incur, any obligation on behalf of Hub User or the Hub User Members; and

- 7.9.2 has no authority to make representations, and must not make representations, on behalf of Hub User or the Hub User Members, except with the express prior written consent of Hub User's Representative.
- 7.10 The Hub Operator agrees to notify the Hub User if:
 - 7.10.1 any Other Hub User notifies the Hub Operator that it intends to cease or substantially reduce the number of DPIs it requires for, whatever reason, its use of the FRC Hub; and
 - 7.10.2 if any Other Hub User commences to use the FRC Hub, in which case the provisions of clause **Error! Reference source not found.** will apply.
- 7.11 In carrying out its obligations under this Contract, Hub Operator must exercise the standard of professional skill, care and diligence expected of a skilled professional person suitably qualified and experienced in the performance of similar obligations.
- 7.12 Hub Operator does not represent, warrant or undertake that the Services will comply with or discharge any aspect of Hub User's obligations under all applicable Laws, rules, regulations and standards.

16 Termination

Hub User's right to terminate

- 16.1 Hub User may, on 180 days written notice to Hub Operator, terminate this Contract if:
 - 16.1.1 Hub Operator commits a material breach of any covenant, condition or term of this Contract and fails to remedy the breach or provide Hub User with reasonable compensation within 30 days of Hub User serving on Hub Operator a notice in writing calling upon Hub Operator to remedy the breach if it is capable of remedy or, provide Hub User reasonable compensation if the breach is not capable of remedy; or
 - 16.1.2 Hub Operator repeatedly commits a material breach of this Contract, whether or not remedied or compensated.
- 16.2 Termination will take effect from the end of the 180 day notice period.

Hub Operator's right to terminate

- 16.3 Hub Operator may, on 180 days written notice to Hub User, terminate this Contract if:
 - 16.3.1 Hub User commits a material breach of any covenant, condition or term of this Contract and fails to remedy the breach or provide Hub Operator with reasonable compensation within 30 days of Hub Operator serving on Hub User a notice in writing calling upon Hub User to remedy the breach if it is capable of remedy or, provide Hub Operator reasonable compensation if the breach is not capable of remedy; or
 - 16.3.2 Hub User repeatedly commits a material breach of this Contract, whether or not remedied or compensated.
- Termination will take effect from the end of the 180 day notice period.

Termination for Fees dispute

- 16.4 In addition, either party may, on written notice to the other party, terminate the Contract if the parties fail to agree on the annual Fee to be charged for the following Financial Year by two months prior to the start of the Financial Year for which the Fees are being determined (in accordance with the procedure set out in Schedule 1). In these circumstances, termination will take effect as at the commencement of the Financial Year for which Fees are being determined.

Termination for insolvency

- 16.5 If either party (the insolvent party):
- 16.5.1 being a partnership, company or other body corporate undergoes a change in its structure which, in the reasonable opinion of the other party, limits its capacity to carry out its obligations and duties under the Contract;
 - 16.5.2 goes into liquidation or an administrator, a receiver, a receiver and manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors; or
 - 16.5.3 is not able to pay all the party's debts, as and when they become due and payable,
- the other party may terminate the Contract by 180 days written notice to the insolvent party.

Termination for convenience

- 16.6 Either party may terminate this Contract without cause at any time by giving the other party 180 days written notice of its intention to do so. Termination for convenience will take effect from the end of the 180 day notice period.

Action upon termination

- 16.7 Upon termination of the Contract, Hub User must pay to Hub Operator the Fees due and payable for Services performed to the date of termination in accordance with clause **Error! Reference source not found.**
- 16.8 In addition, the Hub User must pay to Hub Operator, on a pro rata basis, any Previous Year Reconciliation and Liability Costs Adjustment (as defined in Schedule 1) that is applied after the termination date but that accrues to the Hub Operator for a period which has occurred before the termination date.

22 Variation

- 22.1 The Contract may only be varied as follows:
- 22.1.1 where the variation relates to the Services and the FRC Hub - in accordance with the Change Control Process; and
 - 22.1.2 where the variation relates to all other terms of this Contract - by written agreement of the parties.

26 Change Control

- 26.1 Either party may at any time by notice in writing to the other suggest or request a change to the Services or the FRC Hub (and a corresponding change to the Fees) ("**Change Request**") by modifying, adding to, reducing or deleting any terms of the Services.
- 26.2 Within 10 Business Days (or such longer period as the parties agree) of receiving a Change Request from, or giving a Change Request to, Hub User, Hub Operator will endeavour to prepare and submit to Hub User a quotation (a "**Change Request Quote**") specifying:
- 26.2.1 the time within which the Change Request can be implemented;
 - 26.2.2 an analysis of the impact or likely impact of the Change Request and its implementation on:
 - (a) the scope of work of Hub Operator under this Contract (including, without limitation, the allocation of all resources and materials); and
 - (b) all costs relating to the proposed Change Request;
 - 26.2.3 such further information as is reasonably requested by Hub User to verify any additional fees claimed; and
 - 26.2.4 any other amendments to this Contract or on any technical aspect of the Services which will be necessary as a result of the Change Request.
- However the Hub Operator's ability to provide Change Request Quotes is limited by the Hub Operator's resources and the number and nature of Change Requests received.
- 26.3 At any time within 5 Business Days (or as otherwise reasonably agreed by the parties) of receipt of the Change Request Quote by Hub Operator, Hub User may accept or reject the Change Request Quote by notice in writing to Hub Operator. If Hub User does not respond to the Change Request Quote within 5 Business Days, it will be deemed to have rejected the Change Request Quote.
- 26.4 If a Change Request Quote is accepted by Hub User then this Contract is amended to the extent necessary to incorporate the terms, specifications and timing in the Change Request and the accepted or agreed Change Request Quote; and
- 26.5 If a Change Request Quote is rejected by Hub User, Hub Operator will continue to provide the Services in accordance with this Contract.

Schedule 2 - Services

1 Support Services

1.1 Not used

Support Services – Hub Operator Obligations

1.2 Not used

Support Services – Exclusions

1.3 Not Used.

2 Hub Services

2.1 Hub Operator will supply Hub Services to Hub User from the Commencement Date, provided the conditions of clause 3.1 of Schedule 2 have been satisfied.

Hub Operator Obligations

2.2 In providing the Hub Services under clause 2.1 of this Schedule 2, Hub Operator will:

- 2.2.1 Provide and operate the FRC Hub for use by Hub User and the Hub User Members for both “Business-to-Market” and “Business-to-Business” transactions such that:
- (a) The FRC Hub will route all messages through the FRC Hub within 10 minutes of receipt except where the FRC Hub is unavailable due to a scheduled outage with a target notification time of at least two Business Days or under a fail over process;
 - (b) The FRC Hub will support an average throughput of 4 approximately 5KB messages per second;
 - (c) The FRC Hub will support a peak throughput of 8 approximately 5KB messages per second;
 - (d) The FRC Hub operates a reliable messaging system that will identify the status of all transmitted messages at the FRC Hub gateway;
 - (e) The FRC Hub is available 24 hours per day by 7 days per week by 52 weeks per year with a minimum of 99.9% availability less scheduled downtime;
 - (f) The FRC Hub production environment will have effective uninterrupted power supplies and generator facilities;
 - (g) The FRC Hub will maintain detailed logs of all messages transmitted through the FRC Hub including sufficient information to assist in resolution of disputes arising regarding the transmission of a message and its payload;
 - (h) The FRC Hub will use XML digital signature technology to provide complete non-repudiation of gateway-to-gateway delivery and receipt of message and payload data;

- (i) The FRC Hub will timestamp all messages transmitted by the FRC Hub providing complete data on transmission latencies directly to Hub User and Hub User Members;
- (j) The FRC Hub logging facilities will provide time information on receipt and sending times, and be capable of generating complete and accurate data about FRC Hub transit times;
- (k) The FRC Hub will not store any data that causes a breach of prevailing Victorian legislation or regulatory instruments in respect of privacy and confidentiality;
- (l) The FRC Hub will not open the payload of a message in the course of transmitting that message;
- (m) The FRC Hub will store logged data, transmitted through the FRC Hub, online for one week;
- (n) The FRC Hub includes a message archiving facility for all messages transmitted through the FRC Hub;
- (o) Hub Operator will archive logged data after thirteen months. Reasonable costs for recovery of archived data will be paid by the requesting party. Hub Operator will only provide access to archived data to which the requesting party is entitled.
- (p) The FRC Hub will verify messages signed with X509v3 compliant certificates;
- (q) The FRC Hub will reject messages and acknowledgements transmitted to the FRC Hub with an unsigned payload;
- (r) The FRC Hub will hold a certificate containing the public key of each Hub User Member;
- (s) The FRC Hub will reject any messages transmitted to the FRC Hub with an invalid digital signature, or that has an incorrectly populated signature block;
- (t) The FRC Hub will verify each signed message transmitted to the FRC Hub, using the public key of the sending Hub User or Hub User Member and re-sign the message with its own private key before forwarding the message to the recipient;
- (u) The FRC Hub is set so that the key pairs used by the FRC Hub transport layer encryption are the same as the ones used in digital signing and verification;
- (v) The FRC Hub production environment is housed in a physically secure environment with strictly controlled access;
- (w) Advanced firewall and logical enclave technologies are deployed at the production site, insulating these servers from internal or external attack;
- (x) All security incidents are logged and reported to Hub User within one month of the incident;

- (y) A backup of the FRC Hub production environment is performed every night onto removable media;
- (z) All backup data is stored in a secure off-site location;
- (aa) All backups are managed using a formal documented and physically secure process;
- (bb) The FRC Hub will conform as a routing application in terms of the ebXML Message Service Specification ver 1.0 or as updated by an agreed change management process;
- (cc) The FRC Hub maintains a communications profile defining the physical address for Hub User and each Hub User Member;
- (dd) The FRC Hub transmits and receives messages using the secure HTTP/S protocol;
- (ee) The FRC Hub maintains a communications profile defining the physical address for each Hub User Member;
- (ff) If the nominated preferred protocol for a Hub User Member is unavailable, the FRC Hub can be switched so that messages are transmitted using the nominated secondary protocol provided the Hub User Member has nominated one;
- (gg) The FRC Hub uses the deployed public key infrastructure and authenticates all message senders as being registered;
- (hh) The FRC Hub will not authenticate former or prospective Hub User Members for sending production messages and the FRC Hub will not transmit messages from such parties, or from any other party attempting to use a revoked digital certificate;
- (ii) The FRC Hub will not modify a message payload (the aseXML document) in any way;
- (jj) The FRC Hub will provide Hub User and Hub User Members the ability to communicate with the FRC Hub via the internet or the Victorian Gas Industry Network ("VGIN");
- (kk) The FRC Hub will have redundant network circuits to the internet and to the VGIN that are separate from the DR Hub environment circuits to the internet or the VGIN;
- (ll) The FRC Hub provides a minimum bandwidth connectivity to the internet of 1MBPS;
- (mm) The FRC Hub provides a minimum bandwidth connectivity to the VGIN of 1MBPS;
- (nn) A browser based management interface is available for Hub User Members to inspect their own FRC Hub profile;
- (oo) The browser based management interface will allow Hub User Members to trace messages that they have sent to the FRC Hub;
- (pp) Hub Operator will monitor, analyse and report to Hub User performance levels as set out in Section 2 of this Schedule 2 on a monthly basis;

- (qq) Hub Operator will provide reports to Hub User about any abnormality that affects the FRC Hub availability via the FRC relay reporting infrastructure.

2.2.2 Provide and operate a disaster recovery FRC Hub facility such that:

- (a) The disaster recovery (DR) FRC Hub environment is synchronised with the production environment and available 24 hours per day by 7 days per week by 52 weeks per year less scheduled downtime of one hour per month;
- (b) The DR FRC Hub is geographically separate from the production FRC Hub by at least two kilometres;
- (c) In the event of a disaster, the FRC Hub will fail-over to the DR FRC Hub without requiring dynamic configuration changes by Hub User Member to their FRC Hub interfaces;
- (d) In the event of a fail-over to the DR FRC Hub (which will have identical configuration and capacity to the production FRC Hub) message delivery services will be restored within 4 hours of the fail-over;
- (e) The DR Hub environment will have effective uninterrupted power supplies and generator facilities;
- (f) The fail-over to the DR Hub environment from the FRC Hub production environment and fail-back from the DR Hub environment to the FRC Hub production environment is tested every six months and results of the testing are reported to Hub User within one calendar month of the tests being completed.
- (g) The DR FRC Hub environment is housed in a physically secure environment with strictly controlled access;
- (h) Advanced firewall and logical enclave technologies are deployed at the DR site, insulating these servers from internal or external attack;
- (i) A backup of the DR FRC Hub environment is performed every night onto removable media;
- (j) The DR FRC Hub transmits and receives messages using the secure HTTP/S protocol;
- (k) The DR FRC Hub will have redundant network circuits to the internet and to the VGIN that are separate from the production Hub environment circuits to the internet or the VGIN.

2.2.3 Provide and operate an ongoing testing and certification environment for the FRC Hub such that:

- (a) The test environment provides a management interface for Hub User Members to validate an aseXML document;
- (b) A backup of the testing environment is performed every night onto removable media;

- (c) The testing environment transmits and receives messages using the secure HTTP/S protocol;
- (d) A test gateway within the test environment is available for use by Hub User Members at all times apart from scheduled and unscheduled outages;
- (e) The test gateway will provide an aseXML transaction acknowledgement to the initiator of all transactions delivered to the test environment;
- (f) The test environment gateway is configured to perform aseXML validations against the agreed interface definitions (eg. the REMCo Specification Pack);
- (g) The test environment gateway is configured to apply applicable business rules defined in the Retail Market Rules and the REMCo Specification Pack to incoming transactions;
- (h) A certification gateway that is compliant with the agreed requirements (eg. the REMCo Specification Pack);
- (i) The certification gateway will provide an automated environment whereby Hub User and Hub User Members may perform an auditable suite of certification routines;
- (j) The certification gateway will provide Hub User and Hub User Members with a management interface to allow them to schedule certification scripts that cause the certification gateway to send message sets to the transaction initiator appropriate to their industry role;
- (k) Upon successful certification by Hub User or a Hub User Member issue to Hub User for its use or use by a Hub User Member a User Identity and a Certification Certificate in accordance with the Certification Procedures in the FRC Hub Conditions.
- (l) If requested in writing by the Hub User, revoke a Hub User's Members User Identity.

2.2.4 Act as the Certification Authority on behalf of Hub User such that:

- (a) Hub Operator will register Hub User and Hub User Members admitted to the system, verifying their bona fides;
- (b) Deliver and maintain a secure Hub Operator Certificate Authority (CA) root certificates;
- (c) As root CA, Hub Operator will deliver trusted digital certificates to Hub User and Hub User Members;
- (d) As root CA, Hub Operator will satisfy digital certificate-signing requests for Hub User and Hub User Members by the end of the next Business Day following the day on which the request was received;
- (e) Hub Operator will revoke and reissue digital certificates to Hub User and Hub User Members as appropriate;

- (f) Hub Operator will keep confidential details of Hub User's and Hub User Members' digital certification.

2.2.5 Provide and operate a help desk such that:

- (a) The help desk service is available 24 hours by seven days to manage Hub User and Hub User Members' queries and problems;
- (b) The help desk can be contacted via telephone, fax or e-mail;
- (c) The help desk logs all calls and refers calls to appropriate technical staff for resolution;
- (d) Reasonable endeavours are used to answer all telephone calls within 30 seconds;
- (e) Help desk calls are categorised into one of the four priorities and responded to according to the following table:

Priority	Example	Response Time	Target Resolution Time
Priority 1	Problems that cause total loss of service to one or more subscribers. Resolution activities will continue until the problem is resolved or a temporary solution implemented. An example of a priority one problem is the malfunctioning of network or communications infrastructure	20 Min	4 Hours
Priority 2	Problems that cause partial loss of a critical service. For example, the loss of the VGIN network at the FRC Hub, causing subscribers to use the Internet as an alternative route to the FRC Hub.	1 Hour	8 Hours
Priority 3	Problems that cause minimal loss of a critical service to one or more subscribers. Examples of this category may include hardware, software, or network problems	4 Hours	5 Days
Priority 4	Problems that cause no loss of critical services to any participant. Problems within this category would be those resolved by negotiation, where there are no formal targets or maximum resolution time.	Next Business Day	By Negotiation

- 2.2.6 If the Hub Service is unavailable, endeavour to notify the Hub User of the unavailability and to restore the Hub Service.
- 2.2.7 The Hub Operator must provide to the Hub User or the Hub User's Member such information as may be reasonably be requested by the Hub User or the Hub User's Member to the extent that such information is necessary for the provision of the Hub Service.

Hub User Obligations

2.3 In using the Hub Services Hub User will:

- 2.3.1 Provide for the Hub User gateway services connected to the FRC Hub to be available 24 hours per day by 7 days per week by 52 weeks per year with a minimum availability as set out below, less scheduled downtime;

Period	Uptime %
Business Hours Mon -Fri (excluding National Public Holidays)	98.5
Non-Business Hours Mon - Fri (excluding National Public Holidays)	98.0
Saturday, Sunday (starting 0:00 Sat and finishing 7:00am Mon) (National Public Holidays)	95.0

Business hours defined as 7am to 7pm Monday to Friday.

Non-business hours defined as 7pm Friday to 7am Monday.

National public holidays defined as those published in the Victorian Gazette (this does not include Melbourne Metropolitan holidays such as Melbourne Cup Day).

- 2.3.2 With the exception of error messages, sign all messages transmitted via the FRC Hub from the Hub User's market system with X509v3 compliant digital certificates;
- 2.3.3 Hold the FRC Hub's public key available in the form of an X509v3 certificate, and it will ensure that the Hub User Member does so;
- 2.3.4 Ensure that all messages routed through the FRC Hub from the Hub User's market system carry transport layer encryption using 128 bit SSL encryption to be the same ones used in digital signing and verification;
- 2.3.5 Ensure that the Hub User's market system is connected to the FRC Hub with a minimum bandwidth of 500 KPBS;
- 2.3.6 Manage the market system gateway connected to the FRC Hub such that service interruptions are identified and action initiated to rectify the problem

within the timeframes set out in the following table. The period commences from the time a notice is delivered via the FRCrelay notification facility;

Period	Response time (hours)
Business Hours Mon -Fri (excluding National Public Holidays)	1
Non-Business Hours Mon - Fri (excluding National Public Holidays)	2
Sat, Sun, (starting 7:00pm Fri and finishing 7:00am Mon) National Public Holidays	4

- 2.3.7 The Hub User's market system will use the ebXML Message Service Specification, and defined parameter settings thereto, to transport aseXML messages over HTTP/S;
- 2.3.8 There will be no payload encryption within an ebXML message transmitted via the FRC Hub from the Hub User's market system, all encryption will be applied at the transport layer;
- 2.3.9 Notify Hub Operator in writing of Hub User's and each Hub User Member's name and address (and any other particulars Hub Operator requires) and request from Hub Operator written approval for Hub User and each Hub User Member notified to have access to the FRC Hub. Approval from Hub Operator will not be unreasonable withheld;
- 2.3.10 Advise Hub Operator of the form and specification of communications to be used by Hub User and the Hub User Members (i.e. internet, direct, etc.);
- 2.3.11 Hub User will be responsible for its own contract and business relationship (including fault management) for connectivity to the VGIN or the internet;
- 2.3.12 Ensure as part of the messaging infrastructure that all messages are time stamped on transmission in the Hub User's market system gateway, providing complete data on transmission directly to Hub User Members;
- 2.3.13 Ensure that each approved Hub User Member is aware of its User Identity and the terms of this Contract. Hub User must only use, and Hub User must use reasonable endeavours to ensure that each approved Hub User Member only uses, its own User Identity and only uses and accesses the FRC Hub via this User Identity. Hub User will request User Identities from Hub Operator on behalf of the Hub User Members, such User Identities will not be unreasonably withheld.

In addition:

- 2.3.14 Where Hub User modifies the format, structure or method of transmission of a transaction that is passed through the FRC Hub, Hub User must first seek re-certification for those transactions impacted by the changed system, prior

to placing the changed or new system in a state such that it sends transactions via the FRC Hub.

- 2.3.15 Where a Hub User Member modifies the format, structure or method of transmission of a transaction that is passed through the FRC Hub, Hub User must use reasonable endeavours to ensure that the Hub User Member first seeks re-certification for those transactions impacted by the changed system, prior to placing the changed or new system in a state such that it sends transactions via the FRC Hub.
- 2.3.16 Hub User will comply with the relevant sections of Gas Industry Protocol, with the necessary additions or amendments for the Hub User markets in Western Australia.
- 2.3.17 Hub User will use best endeavours to ensure that Hub User Members comply with the relevant sections of Gas Industry Protocol, with the necessary additions or amendments for the Hub User markets in Western Australia.
- 2.3.18 Hub User must not, and must use reasonable endeavours to ensure that Hub User Members do not, use of the FRC Hub in manner that interferes, or threatens to interfere with the access to, operation, efficiency or use of the FRC Hub by other users of the FRC Hub.
- 2.3.19 If Hub User's use of the FRC Hub interferes, or threatens to interfere with the access to, operation, efficiency or use of the FRC Hub, Hub User must to the best of its ability follow the Hub Operator's reasonable directions on how to end or avoid that interference.
- 2.3.20 If Hub User is aware that a Hub User Member's use of the Hub Service interferes, or threatens to interfere with the access to, operation, efficiency or use of the FRC Hub, Hub User must use reasonable endeavours to ensure that the Hub User Member to the best of its ability follows the Hub Operator's reasonable directions on how to end or avoid that interference.
- 2.3.21 Hub User must comply with, and must use reasonable endeavours to ensure that Hub User Members comply with such reasonable instructions from the Hub Operator that from time to time, the Hub Operator reasonably believes are necessary for access to, operation, efficiency or use of the FRC Hub by any party and the Hub User Members.
- 2.3.22 The Hub User must provide, and must use reasonable endeavours to ensure that Hub User Members provide, to the Hub Operator such information as may be reasonably is requested by the Hub Operator to the extent that such information is necessary for the provision of the Hub Service.
- 2.3.23 Hub User must use reasonable endeavours to ensure that its User Identification or other security devices used in connection with the Hub Services are kept secure, used properly and not disclosed to unauthorised personnel.
- 2.3.24 Hub User is to use reasonable endeavours to ensure that Hub User Members use reasonable endeavours to ensure that their User Identification or other security devices used in connection with the Hub Services are kept secure, used properly and not disclosed to unauthorised personnel.

- 2.3.25 Hub User must not, and must use reasonable endeavours to ensure that Hub User Members do not, allow third parties to use the Hub Service or resupply the Hub Service without the express consent of the Hub Operator.
- 2.3.26 Hub User must immediately notify the Hub Operator if it has any reason to believe that the Hub User's User Identity or any other security devices used in connection with the Hub Service, or the User Identity or any other security devices used in connection with the Hub Service of any of the Hub User Members, has or is likely to become known to an unauthorised person or is likely to be used in an unauthorised way.

3 Conditions on Support Services and Hub Services

- 3.1 Hub Operator will not provide access to the production FRC Hub facility to any Hub User Member in a particular jurisdiction until Hub User, and the incumbent network operator and retailer in that jurisdiction have successfully completed market testing for the WA market, and have successfully certified the production version of their market systems. Hub Operator will only provide access in accordance with this clause once the Hub User has demonstrated that such successful completion or certification has occurred.
- 3.2 If the peak hourly transaction volume for Hub User to Hub User Member and Hub User Member to Hub User Member transactions consistently exceeds 5,300 per hour (with an annual growth rate of 5% per annum) and, in the reasonable opinion of the Hub Operator, results in a degradation in the performance of the FRC Hub, then Hub User will:
 - 3.2.1 take any necessary steps, as agreed with Hub Operator, to minimise any adverse impact on all users of the FRC Hub (the costs of which are to be borne by Hub User), and
 - 3.2.2 in conjunction with Hub Operator prepare a plan to augment the FRC Hub so that it can meet the required transaction volumes. The costs of any augmentation required solely to deal with volumes in excess of 5,300 in the first year of the Term, incremented by 5% annually, would be borne by Hub User.

In this clause the reference to "degradation in the performance of the FRC Hub" refers to a failure for the FRC Hub to comply with the provisions of Schedule 2.

Projected Hub User Hub Traffic

Hub User hub peak traffic per hour for REMCo-to-market and market-to-market for WA has been estimated to be 5300 messages per hour.

This is an estimate only and accordingly, the Hub User is unable to warrant the accuracy of this information.

Services - Exclusions

- 3.3 Without limitation to clause 21 of this Contract and notwithstanding the performance service levels set out in this Schedule 2 for the Hub Services, the Hub Operator makes no representation, express or implied:
 - 3.3.1 that:

- (a) it will provide the Hub Services continuously, uninterrupted, and fault free;
- (b) the Hub Services will provide specific results or otherwise meet Hub User's or Hub User's Members' requirements;
- (c) the Hub Operator will prevent unauthorised access to the FRC Hub by third parties;
- (d) the FRC Hub will be free from computer viruses,

3.3.2 as to the:

- (a) reliability of the Hub Services;
- (b) the time it will take for messages to be transmitted or received using the Hub Services;
- (c) the number of users who will use the Hub Services.

- 3.4 Hub Operator's FRC Hub test environment is of limited performance and capacity and consequently does not fully replicate the FRC Hub production environment. Access to the test environment will require members and participants needs for testing and certification to be scheduled and co-ordinated with ongoing Victorian Participant requirements and Hub User's market testing program. Testing at full production volumes may not be possible.
- 3.5 First line support will be provided on a 24x7 support basis. Escalated support services (second and third line support) of the FRC Hub will be provided during normal business hours, based on the prevailing Melbourne time.
- 3.6 All performance service levels defined in this Schedule 2 are subject to normal operational availability and optimal performance of third party delivered services such as Internet service connections, private data network connections (e.g. the Victorian Gas Industry Network) and third party firewalls, all of which are outside the control of Hub Operator.
- 3.7 Hub Operator may from time to time remove the FRC Hub from service for maintenance and support activities in conjunction with Hub User and Hub User Member planned maintenance on gateways.
- 3.8 Hub Operator may suspend immediately access and use of the FRC Hub to Hub User and/or any Hub User Member if:
- 3.8.1 Hub User and/or the Hub User Member fails to meet its responsibilities detailed in this Contract (with respect to the Hub User) and/or in Schedule 3 (with respect to the Hub User Member) and, as a result, causes the operation of functionality of the FRC Hub to be significantly degraded or otherwise diminished, or
 - 3.8.2 in respect of a Hub User Member, Hub Operator and Hub User jointly agree that it is reasonably necessary in the circumstances.
- 3.9 Access will be restored as soon as the circumstances leading to suspension are rectified to the reasonable satisfaction of Hub Operator or no longer apply, as the case may be.