

General Terms and Conditions for the use of the PRISMA API Service ("API GTC")

as of 01 January 2025

Article 1

Scope of application

1. These API GTC are valid between:
 - PRISMA European Capacity Platform GmbH (hereinafter referred to as "PRISMA")
and
 - any Customer who orders the PRISMA API Service (hereinafter referred to as "Customer").
2. The provisions of the Platform Usage Contract as concluded for registration between PRISMA and Customer shall apply mutatis mutandis as the main contract for the use of the PRISMA API Service in addition to these API GTC. In the event of contradictions, the API GTC shall prevail.
3. Should the Customer not be registered on the PRISMA platform, placing an order for the PRISMA API Service and accepting these API GTC implies the Customer's acceptance of PRISMA's Privacy Policy and the Platform Usage Contract.

Article 2

Definitions

Each capitalized term within these API GTC shall have the meaning provided below:

- **"API Service"** means Application Programming Interface Service that allows the Customer to request and post data to the PRISMA platform directly from their IT system.
- **"Platform Usage Contract"** means the contractual relationship established between the Customer and PRISMA following successful registration of the Customer and subject to acceptance of PRISMA's privacy policy and the General Terms and Conditions for the Use of the PRISMA Capacity Platform published at <https://www.prisma-capacity.eu/gtcs>.
- **"Text Form"** means the form of a declaration which must be submitted in a readable mean and on a durable medium and in which the person making the declaration is named, e.g. declarations via email.
- **"User Administrator"** means a natural person granted by the Customer, via power of attorney, the legal capacity to submit binding declarations and to perform the functions and obligations as stipulated in Article 7 of the Platform Usage Contract.

Article 3

Access to Test Stage

Upon request, PRISMA may offer access to a Test-Stage for the PRISMA API Services for a limited period of time and free of charge.

Article 4

Conclusion of Contract

By selecting and clicking on the "order now" button, the Customer bindingly orders the respective PRISMA API Service package. This PRISMA API Service can only be ordered by a User Administrator.

Article 5 Service Package

1. PRISMA offers its API Service within different packages, which comprise a different level of services and access via REST API related to confirmations, reporting data, and transactions of the PRISMA platform.
2. The respective services of the different PRISMA API Service packages and the technical requirements thereto, are subject to the respective technical specification and service description as provided by PRISMA at: <https://help.prisma-capacity.eu/support/solutions/articles/36000088473-prisma-api-business-information>.

Article 6 Token

A valid token will be created upon confirmation of the ordering process by the Customer. This token must be used to authenticate against the PRISMA API. The token may be newly generated at any time. The Customer is obliged to treat the respective valid token strictly confidential to avoid any abusive behaviour.

Article 7 Fees

1. For the provision of the ordered PRISMA API Service package, the Customer shall pay a yearly fee as displayed and confirmed for the respective API Service package. Subscriptions made during the year will be charged on a monthly pro-rata basis for the remainder of the relevant calendar year. The respective fee will be invoiced once a year at the beginning of the calendar year or as soon as reasonably possible after subscription of the service.
2. PRISMA reserves the right to adjust the prices for the API Service packages.-The fee is adjusted annually in proportion to the change in the consumer price index for Germany published by the Federal Statistical Office (VPI des Statistischen Bundesamts) on the basis of 2020 = 100 for January of the respective calendar year to be invoiced compared to the published index value for January of the respective previous year.
3. The fees mentioned in these API GTC are net sums in Euro and are subject to applicable taxes.

Article 8 Terms of Payment

1. The fees shall be paid via SEPA business to business direct debit scheme on an inter-bank level or via bank transfer.
2. In case of SEPA business to business direct debit scheme, the Customer must provide a SEPA mandate form as part of the ordering process. With this mandate form, the Customer authorises (i) PRISMA to send instructions to the Customer's bank to debit the Customer's account and (ii) the Customer's bank to debit Customer's account accordingly. This mandate is intended for business-to-business transactions only. The Customer will receive a pre-notification fourteen (14) days prior to the debit from the Customer's account. The Customer must ensure sufficient funds are available in their account. The SEPA mandate may be revoked

by the Customer by sending a corresponding declaration in Text Form to PRISMA, with the result that subsequent payment transactions will no longer be authorised.

3. In case of bank transfer, the Customer shall pay the fee within 30 days after receipt of the invoice the latest.
4. Costs incurred due to non-payment or rebooking of a direct debit shall be borne by the Customer if caused by the Customer.

Article 9 Service Duration and Termination

1. The PRISMA API Service may be terminated by the Customer at any time by deactivation the service in the web interface and by sending a corresponding termination request in Text Form to the PRISMA e-mail-address displayed (helpdesk@prisma-capacity.eu).
2. The termination and deactivation shall take effect to the end of the respective calendar year. The termination can only be done by a User Administrator.
3. PRISMA may suspend and terminate the PRISMA API Service by notice in Text Form with notice period of six months to the end of the respective calendar year.
4. The Customer may downgrade the selected PRISMA API Service package at any time by sending the corresponding downgrade request in Text Form to the PRISMA e-mail-address displayed (helpdesk@prisma-capacity.eu). The downgrade shall take effect from the beginning of the respective next calendar year.