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LICENSE AGREEMENT

between

NORD POOL ASA

and

POWERNEXT SA

This License Agreement which forms Appendix 1 to the Management Agreement is entered into between the Supplier and the Customer on the following terms and conditions:

1. SUBJECT AND PURPOSE

This License Agreement is entered into between the Parties in connection with the Management Agreement entered into between the Parties on the same date, under which the Supplier shall operate for the Customer the SSF.

To facilitate the technical management by the Supplier according to the Management Agreement, the Supplier has accepted to provide to the Customer, and the Customer has decided to acquire, a limited licence to SSF (the "License/Licenses", cf. the Management Agreement Clause 3) and the equivalent number of any subsequent versions of the SSF delivered according to the License Agreement, cf. Clause 8, all Licenses as further regulated by this License Agreement.

2. DEFINITIONS

All capitalised words in this License Agreement, which are not specifically defined herein, shall have the same meaning as set out and defined in the Management Agreement, Clause 3.

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3. THE LICENSES

The Supplier grants to the Customer the limited right to use SSF as further specified in Appendix 3 to the Management Agreement, according to the following framework.

The License to ElWeb is a license to use and sub-license the ElWeb to Members of the Customer, in the French Auction Market.

The Customer may operate SICCS remotely from France in order to settle results of Trades on the French physical spot electricity market.

The License to SAPRI allows the Customer to continuously monitor the Supplier's price-setting/facility management under the Management Agreement.

The Licenses include the right to use subsequent versions/updates of the SSF under the same conditions. By subsequent versions/updates of SSF is meant new versions of SFF containing corrections and improvements of the SSF within the existing concept of the SSF. The Supplier will inform the Customer in due time about the new versions, and the Customer will have the right to decide whether to use the new functionality or not, cf. Clause 8.4.3 below.

The Licenses are granted for the period in which the Management Agreement is in force.

The Customer has no right to make alterations in the SSF, hereunder modify, adapt, alter, translate or create derivative works from the SSF, merge SSF with other software or reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the SSF other than permitted by law without the prior written consent from the Supplier.

However, the Customer has the right to develop external programs (such as e.g. risk management system) using the results and data files produced by the SSF.

The Customer is granted exclusivity to the Licenses for the French Auction Market on the terms and conditions as set out in the License Agreement.

Without prejudice of the above, the Customer may not otherwise sub-license, lease, rent, loan or otherwise transfer the Licenses to any third party without the prior written consent by the Supplier. However, the Customer may nevertheless transfer the Licenses together with the business activity in which the SSF is being used. In case of transfer, the buyer shall assume all rights and obligations of the Customer according to this License Agreement, and the Customer shall retain no copies of the SSF.

4. INSTALLATION AND ACCEPTANCE

The Supplier shall install the SSF on servers located at the Suppliers premises.

The Customer may only use the SSF on hardware, software and operational systems as described in Appendix 2E to the Management Agreement. The Supplier will advice the Customer on the hardware needed to be installed in order to utilise the SSF, the standard software which must be installed/used in order to utilise the SSF and the recommended operational system for the SSF.

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The Supplier shall carry out the installation and the test procedures in accordance with Appendix 2 to the Management Agreement. Final acceptance of the installation is regulated in Appendix 2 to the Management Agreement.

5. CUSTOMER OBLIGATIONS

5.1 Responsibility for use

The Customer shall ensure access control to the SSF for the Customer's Users. Only authorised and qualified users can use the SSF. The Customer is responsible for giving such user-authorisation.

The Customer is obliged to document the number of Members which has been given a license to the SSF according to this License Agreement and the Management Agreement. The license agreement with the Members shall be reviewed by the Supplier in order to ensure that the license agreement with the Members complies with the Supplier's obligations according to the Management Agreement.

The Customer shall not make any part of the SSF or documentation related to the Licenses known to a third party or allow such third parties to use the SSF or documentation related to the SSF without prior written consent from the Supplier, except for disclosure to public bodies as required by law or regulations given by regulatory bodies.

5.2 Error reporting

Errors and/or Defects in the SSF shall be reported to the Supplier within undue delay. The Error report shall describe the Error, and the cause of the Error or under which circumstances it occurs, in order for the Supplier to be able to recreate the Error.

6. INTELLECTUAL PROPERTY RIGHTS

The Supplier is the holder of all property rights, intellectual property rights and copyrights to the SSF. The Customer receives no property right to the SSF.

All existing and future intellectual property rights and copyrights to the SSF and any alterations or modifications of the SSF is vested in the Supplier.

The Customer undertakes to notify the Supplier of any infringements of property right, intellectual property rights, copyrights or other interests held by the Supplier in the SSF. The Customer shall notify the Supplier of any such infringement immediately after having acquired knowledge of or become suspicious of the infringement.

Intellectual property rights means all rights in inventions, patents, copyrights, database rights, design rights, trade marks and trade names, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for any of them, anywhere in the world.

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7. LIMITED WARRANTY

7.1 Functionality

The Supplier warrants that the SSF will perform as described in the specifications set out in Appendix 2 to the Management Agreement.

The Supplier warrants that the SSF will be delivered free of any known viruses and Defects and/or Errors.

The Supplier does not warrant that the SSF will function to its specifications on any other hardware than specified in Appendix 2E to the Management Agreement.

7.2 Copyright indemnity

The Supplier warrants that the Customer's use of the SSF according to the provisions in this License Agreement will not constitute infringement of any third party's intellectual property right.

In the event legal action for infringement of intellectual property rights should be initiated against the Customer or the Supplier, the Supplier will at its own expense and on its own discretion take any action the Supplier deem necessary in order to protect and defend the relevant intellectual property right and the Customer's and the Supplier's own interests. Given that legal action for infringement of intellectual property rights is taken against the Customer, the Supplier shall inform the Customer about the progress of the process. The Customer undertakes to assist the Supplier in the process upon the request of the Supplier.

The Customer shall notify the Supplier in writing immediately, and within five (5) days at the latest, after the Customer has received notification of any such claim. The Supplier shall have sole control of the defence of any such claim.

The Supplier shall indemnify the Customer against any costs and damages finally awarded against the Customer to the extent such costs and damages are caused by the Supplier's lack of necessary intellectual property rights in the SSF, as deemed by the jurisdiction ordering the indemnification.

If a claim for infringement of intellectual property rights is brought forward, the Supplier may choose between ensuring the Customer the right to continued use, or making the necessary changes in order to secure that the relevant right is not infringed. If, according to the Supplier, none of these alternatives may reasonably be used, the Customer is entitled to return the disputed part, against a proportional reduction of the initial license fee, cf. Clause 9.

8. MAINTENANCE

8.1 General provisions

The Supplier shall provide to the Customer maintenance services related to the SSF on the terms set out in the said License Agreement. By maintenance is meant any agreed service to

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keep the SSF in proper operational order, such as correcting Defects, incompatibility of software etc.

The Supplier shall perform his services in such a manner that the SSF satisfy at least the same functional requirements during the License Agreement period as when the License Agreement was signed.

The Supplier undertakes to inform the Customer of any known defects and/or Errors in the SSF.

8.2 Time and place of performance of maintenance services

The maintenance services under this License Agreement shall normally be performed within 0900 hrs to 1500 hrs Central European time on normal working days (hereinafter referred to as the Core Period), unless otherwise explicitly agreed. Normal working day means Monday through Friday, except Norwegian holidays and official celebration days such as 1st and 17th of May.

If the Customer requests the Supplier, and the Supplier accepts, to carry out maintenance work beyond the Core Period, such work shall be subject to an additional fee.

8.3 Scope of maintenance

The Supplier shall perform the maintenance services as specified in Clause 8.4. below. Any Errors or Defects which is temporarily corrected ("patching") shall be regarded as corrected, even if final corrections subsequently take place.

The Supplier will make available for the Customer's disposal corrected versions of the SSF.

Any work performed by the Supplier in respect of Errors which appears not to be within the responsibility of the Supplier according to this License Agreement such as Errors due to misuse of the SSF by the Customer, shall be remunerated by the Customer according to the hourly rate of € 150.

8.4 Maintenance service description

The Supplier shall provide the following services:

8.4.1 Error Recovery via the telecommunications network

Following a notification of an Error from the Customer, cf. Clause 5.2, the Supplier shall carry out Error recovery via the telecommunications network for the part of the SSF which is not installed at the Supplier's premises.

The Customer shall be responsible for ordering and procuring a telecommunications subscription and necessary communications equipment in accordance with the Supplier's specifications.

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8.4.2 *Corrections*

Upon notification of an Error by the Customer, the Supplier will start to correct the Error immediately if the Error prevents the SSF to match the orders of the members in accordance with the specifications set out in Appendix 3 and before the following business day for the other Errors. In all cases, the Supplier will allocate the necessary resources in order to correct the Error.

In the event of Errors where the Supplier chooses to correct an Error by sending the Customer a new copy of the SSF, such copy shall be sent to the Customer by e-mail, unless otherwise agreed in each individual case.

8.4.3 *Subsequent version/updates*

The service covers subsequent versions/updates of the SSF containing corrections and improvements of the SSF. Given that the Customer has decided to use the new functionality, the Supplier will make the new version/update available for the Customer as soon as possible.

8.4.4 *Change requests*

The Customer may request modifications to SSF, in writing, to which the Supplier will respond within 14 days.

If the Supplier accepts to provide such services, the Supplier will remain the holder of all property rights, intellectual property rights and copyrights to the SSF and all modifications, upgrades and alterations to the SSF.

8.4.5 *Training/user support*

The Customer may order additional services, such as training and user support, from the Supplier. Such services shall be subject to a separate agreement between the Parties. Start training as specified in Appendix 2C to the Management Agreement shall not be regarded as additional services according to this Clause 8.4.5.

8.5 **Documentation**

The services shall also include necessary documentation for the changes/modifications performed by the Supplier. The documentation, or updating of previously supplied documentation, shall take place within a reasonable period of time after the service has been supplied.

9. **REMUNERATION AND TERMS OF PAYMENT**

The Customer shall pay an initial fixed fee of € 150K. In addition, the Customer shall pay a fixed license fee for the settlement module, at € 50K. These initial license fees shall be paid at the time of the signing of the License Agreement.

The initial license fees is exclusive of any tax, VAT and duties.


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The Customer shall also pay a fee based on the trading fees paid to the Customers by its Members on the volume traded on the SSF. The base for this fee is the sum of the total of trading fee by Members as described in Appendix 3C page 8, i.e. on the net volume of each member hour by hour, excluding the fees related to trades done via a system that is not licensed or managed by the Supplier, if any. It is the common understanding of the Parties that the level of fees charged by the Customer may vary over the time, may differ from one Member to the other, can equal zero for certain periods of time and is defined at the sole discretion of the Customer.

However, the Customer undertakes to loyally set the fee structure, hereunder to set the fee structure in a way that ensures a reasonable balance between the trading fees and the clearing fees to be charged the Members, and that future adjustments should be made in accordance with these principles.

The percentage of the trading fees that the Customer will pay to the Supplier depends on the total volume traded on the Powernext Exchange, defined as the sum of energy bought by the Members as described in Appendix 3C page 8 accumulated over one full year from the 1st January until the 31st December. The following table sets the percentage according to the volume intervals:

Annual volume	Percentage of trading fee paid to the Supplier
< 5TWh ⁽¹⁾	15%
Between 5TWh and 10TWh	20%
Between 10TWh and 20 TWh	30%
Above 20 TWh	20%

¹⁾ The percentage is set to zero for all the year 2001 and for the first 5 TWh of the year 2002.

However, if the trading fee is set to 0,015 €/MWh or lower for a period of time or for any Member, the Customer will pay a fee in this period to the Supplier according to the following formula:

Volume for the period of time or for the member(s) concerned x 0,015 €/MWh x 25% x pr. side (2). This volume will be included in the annual volume in order to calculate the intervals of the table above.

For the purpose of invoicing, the Supplier shall by the end of each calendar month, receive information regarding volume traded per hour for every trading day of the month. The volume based licence fee is payable monthly. The volume based license fee is exclusive of any tax, VAT and duties.

10. CONFIDENTIALITY

The Parties shall treat as confidential information all information and documentation, including the source code, disclosed to or accessed by the Parties in connection with this Agreement, including all information relating to the SSF, all information of either Party relating to such Party's customers, suppliers, contractors and third parties, the terms of this License Agreement and any information developed by reference to or use of either Party's information.

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The confidentiality clause applies to employees by the Parties and others acting on behalf of the Parties in connection with the implementation of the License Agreement.

This Clause 10 shall apply after the termination of the License Agreement, cf. Clause 14 (c) below. Employees or others who resign from their service at one of the Parties, shall be subject to secrecy concerning the above also after their resignation.

However, the Parties shall have no liability for disclosure of confidential information that was (i) in the public domain or (ii) known to the Parties at the time of disclosure, (iii) through no fault of the Parties enters into the public domain, (iv) is independently developed by one of the Parties without use of the confidential information disclosed by the disclosing Party, (v) becomes known to any of the Parties from a third party having no duty of confidentiality to either of the Parties or (vi) is required to be disclosed pursuant to legal or governmental authority or regulatory bodies.

11. FORCE MAJEURE

In the event of the implementation of the License Agreement being completely or partially prevented or rendered extremely difficult as a result of matters which are beyond the control of the Parties, the Parties' obligations shall be suspended to the extent the matter is relevant, and for as long as the situation continues. Such matters include, but are not restricted to strikes, lockouts or any other situation which would be qualified as force majeure under Norwegian law. However, each Party may terminate the License Agreement with one month's notice should the force majeure situation make it particularly onerous for the Party to uphold the License Agreement.

12. COMPLAINTS, CONTRACTUAL BREACHES, SANCTIONS

12.1 Complaints

A Party who claims that the other Party has committed a breach of its obligations under this License Agreement, must without undue delay after having been informed about the circumstances on which the Party basis its claim, send a written complaint to the other Party.

12.2 Breach of the License Agreement

If one of the Parties fails to fulfil its obligations in accordance with the License Agreement, and this is not due to circumstances referred to under Clause 11, or circumstances for which the other Party is responsible or liable, this shall be regarded as a breach of the License Agreement.

12.3 Sanctions, including compensation

12.3.1 Penalty interest

If the Customer does not pay the agreed remuneration, cf. Clause 9, within the due date, overdue interest will accrue.

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12.3.2 Liability/Compensation

In the event of any breach of the Parties' obligations according to this License Agreement, and in particular, should the Customer suffer any loss due to Defects in the SSF as such, the effected Party may claim compensation for the direct documented economic loss suffered as a result thereof, provided the Party has acted with negligence or wilful conduct.

Direct damage includes but is not limited to:

- damage to equipment, data files, or property owned by the Customer or the Supplier provided that such damage incurred has a link with the other Party's breach of its obligations under this License Agreement,
- emergency measures which are directly needed to limit the damages.

In the event the Customer is held liable by a competent court of law towards (one of) its Member(s) or by Clearnet or the RTE, due to a failure of the Supplier in performing its obligations under this License Agreement, and provided that the resulting damage effectively incurred by the Customer is a direct damage the Supplier will hold the Customer harmless with respect to such claims, provided the Supplier has acted negligent or with wilful conduct. The compensation to be paid by the Supplier shall be equal to the amount to be paid by the Customer to its Member(s) for the same damage according to the contacts between the Customer and its Members, provided it does not exceed the amount mentioned above. In the event of such legal action against the Customer, the Supplier shall be notified immediately, and may at its own expense and on its own discretion decide to enter into the litigation substituting the Customer in the litigations.

The Supplier is in no event liable for any loss which is a consequence of incorrect use of the SSF.

The yearly compensation shall not exceed an amount equal to the yearly fee as mentioned in the Management Agreement, Clause 8 (€ 225K).

12.3.3 Termination due to contractual breach

This License Agreement may be terminated immediately by either Party upon written notice to the other Party at any time if the other Party is in material breach of this License Agreement and has failed to cure such breach within thirty days of receipt of written notice thereof from the non-defaulting Party.

Should the Customer not be able to use the SSF according to this License Agreement and the Management Agreement due to that the use constitutes infringement of any third party's intellectual property right and the Supplier is not able to ensure continued use or make the necessary changes according to Clause 7.2, this is to be considered a material breach of the License Agreement by the Supplier.

This License Agreement may be terminated by either Party upon written notice to the other Party in the event the other Party becomes insolvent or makes an assignment for the benefit of its creditors or voluntary bankruptcy or takes any other action which would indicate insolvency on its part.

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OPu**13. TERM AND TERMINATION IN GENERAL**

This License Agreement shall enter into force as from the date both Parties have signed the License Agreement, and shall remain in force for as long as the Management Agreement is in force.

14. CONSEQUENCES OF TERMINATION

Upon termination of this License Agreement for any reason, the Parties shall have the following rights and obligations:

- (a) The Customer shall not be released from its obligations to make payment of all amounts due and payable at termination;
- (b) The Customer's right to use the SSF according to the License Agreement and the Customer's access to the SSF ceases immediately at termination of this License Agreement.
- (c) The confidentiality obligations under Clause 10 shall survive the termination of this License Agreement.

15. DISPUTES

This License Agreement shall be governed by, and construed in all respects in accordance with Norwegian law.

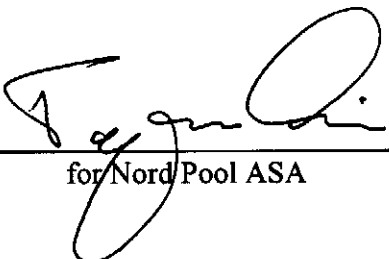
The Parties shall each use its best effort to resolve any dispute, controversy or claim arising out of, or in connection with this License Agreement, or the breach, termination or invalidity thereof, between them promptly and amicably.

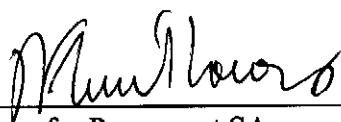
If no settlement is reached through such negotiations, conflicts are to be settled by arbitration in Oslo. The arbitration shall take place in English language and in accordance to the Arbitration rules of the International Chamber of Commerce.

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Place/date: Paris 22.10.01

Place/date: 22/10/01


for Nord Pool ASA


for Powernext SA