

Powernext
25.rue Louis le Grand
75002 Paris
France
Attn.: Thierry Morello

Lysaker, 29 June 2007

Delivery Agreement

We hereby send a signed version of the Delivery Agreement

Have a nice summer.

Yours sincerely
for **Nord Pool ASA**



Hans Randen
Senior Vice President

Final

DELIVERY AGREEMENT

between

Nord Pool ASA

and

Powernext

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DELIVERY AGREEMENT

THIS DELIVERY AGREEMENT (the "**Agreement**") is made on 1 July 2007 between

Nord Pool ASA ("**Nord Pool**"), a Norwegian company with enterprise number 965 662 952, and its principal place of business at Vollsveien 19, N-1326 Lysaker, Norway

and

Powernext SA ("**Customer**"), a French company with registration number: RCS PARIS B 438 750 440 and its principal place of business at 25 rue Louis Le Grand, 75002 Paris, France.

The parties to the Delivery Agreement are hereinafter referred to as "Party" in the singular and the "Parties" in the plural:

WHEREAS;

The Parties have signed, in 2001, a license agreement and a facility management agreement. In 2006, the Parties have agreed:

- to extend the license until 31/12/2010;
- that the systems supporting the operations of Powernext will be operated in Paris by Powernext

In September 2006, the Parties have signed a new License Agreement (hereafter "the License Agreement") along with the Support Agreement (hereafter the "Support Agreement"). Both these Agreements will be revised to take effect at the Paris Production Date and at the latest on September 30th 2007.

In order for the Customer to run Sapri from Paris on its own, developments have to be carried out by Nord Pool.

Hence, the Customer wishes delivered certain computer System as described in the Appendix 1 and Appendix 2 (as defined below), along with Included Services, Additional Services and Fallback Services.

WHEREAS; Nord Pool possesses the know-how to deliver the System and wishes to deliver the same for the customer upon the terms and subject to the conditions of this Agreement.

NOW, in consideration of the mutual promises and covenants given herein the Parties agree as follows:



1. TABLE OF SCHEDULES

The Schedules as indicated below form an integral part of this Agreement:

Appendix 1	System Requirements
Appendix 2	Hardware specification
Appendix 3	Integration Test Procedures
Appendix 4	Training
Appendix 5	Timetable
Appendix 6	Cost and Fee Schedule
Appendix 7	Payment schedule and terms
Appendix 8	Change request form
Appendix 9	Documentation Requirements

2. DEFINITIONS

- 2.1 **“Acceptance”** shall mean acceptance by the Customer that the System complies with the Requirements to a sufficient extent to be used in production and that the Documentation conforms with the requirements of the Appendix 9.
- 2.2 **“Acceptance Test”** or SAT shall mean the tests conducted after the Integration Tests as described in the Appendix 3.
- 2.3 **“Additional Services”** shall mean as listed in Appendix 6.
- 2.4 **“Agreement”** shall mean this agreement between Nord Pool and Customer including all schedules, plans, drawings and other documents referred to in this Agreement or attached hereto which may be or are agreed by the parties to form part of this Agreement.
- 2.5 **“Business Days”** shall mean a day for which banks are open for business in Paris and Oslo.
- 2.6 **“Contract price”** shall mean the fixed price element for the Development Work and the Included Services as specified in Appendix 6, to be paid by the Customer under this contract.
- 2.7 **“Development Work”** shall mean the development work required to produce the System based upon the Specification.
- 2.8 **“Documentation”** shall mean all manuals, user documentation, and other related materials pertaining to the System which are provided by Nord Pool to Customer in connection with the System pursuant to this Agreement and in accordance with Appendix 9.

- 2.9 **“Double Production Period”** shall mean the period after Integration Testing and Acceptance during which the System will run in parallel with the existing production system.
- 2.10 **“Effective Date”** shall mean the date at which this Agreement is signed and enters into force
- 2.11 **“Error”** shall mean any failure of the System to operate in accordance with the Requirements. There are three types of Errors:
- **“Critical Error”** shall mean an Error affecting the use of the System in such a way that it is impossible for Customer to accept orders from participants and produce correct market results within the normal operational timeframe every day;
 - **“Major Error”** shall mean an Error which materially affects the use of one or more of the main functions of the System, not being a Critical Error;
 - **“Minor Error”** shall mean any Error other than a Major or Critical Error.
- 2.12 **“Equipment”** shall mean Customer’s computer system comprising the hardware, software, firmware and peripherals (if any) described in Appendix 2 upon which the System is to operate.
- 2.13 **“Fallback Services”** shall mean as described in Appendix 6.
- 2.14 **“Included Services”** shall mean as listed in Appendix 6.
- 2.15 **“Installation”** shall mean making available to the Customer on the Equipment
- the complete System in a stable state
 - the Test Data
- 2.16 **“License Agreement”** shall mean the license agreement referred to in the “whereas” to this Agreement and signed between the Parties on 19th September 2006.
- 2.17 **“Paris Production Date”** means the date on which Powernext will run Sapri/ElWeb on its own and on its own hardware platform to set the official price for the French Auction Market, as defined in Appendix 5 (which may be amended by the Parties from time to time), and subject to the conditions mentioned in Appendix 6.
- 2.18 **“Support Agreement”** shall mean the support agreement referred to in the “whereas” to this Agreement and signed between the Parties on 19th September 2006.
- 2.19 **“System”** shall mean the set of software and interfaces, including any operator manuals relating thereto, to be developed by Nord Pool for the Customer in accordance with this Agreement, and any subsequent error corrections or updates to be developed or otherwise supplied by Nord Pool to Customer pursuant to this Agreement.
- 2.20 **“Test Data”** shall mean a copy of the production database of Powernext including:
- the routine developed by NP to copy SAPRI DB to the test SAPRI DB of Powernext.
- 2.21 **“Test Period”** shall mean the period specified in Appendix 5 during which Customer is conducting tests or a review of the System (or any subsequent error corrections or updates) in order to verify that it meets the relevant Requirements. It covers the Integration Test and the Acceptance Test.

- 2.22 **"Timetable"** shall mean the delivery schedule set out in Appendix 5 (which may be amended by the Parties from time to time) and subject to the conditions mentioned in Appendix 6.
- 2.23 **"Factory Acceptance Test"** means the tests on the System's capabilities of meeting the Requirements and upon completion of which Nord Pool will inform the client of the result and further progress in the test procedures.
- 2.24 **"Requirements"** means the requirements defined in Appendix 1.
- 2.25 **"Integration Test" or SIT** means the tests conducted by Customer on the System capabilities of meeting the Requirements during the Test Period following the delivery of the System by the Supplier as described in Appendix 3.

3. TERM

- 3.1 This Agreement shall continue until the Paris Production Date subject to any continuing obligations as to support and/or enhancement agreed between the Parties, and subject always to prior termination as specified in this Agreement.
- 3.2 After the effective Paris Production Date, if any contradiction between this Agreement and the License Agreement and Support Agreement arises, these latter shall prevail.
- 3.3 Despite the definition of the Paris Production Date in the Software License Agreement or any other provision, the Paris Production Date can occur later than 1st September 2007, shall be dependent upon the sliding schedule defined in the Appendices 3 and 5. However it shall not occur later than 31/12/2008 (refer to Appendix 6).

4. NORD POOL'S OBLIGATIONS

- 4.1 Nord Pool undertakes to develop the System and Documentation and to perform the Installation in accordance with this Agreement. Nord Pool undertakes to provide the Included Services, the Additional Services and the Fallback Services as defined in Appendix 6 of this Agreement and ordered by the Customer according to the modalities described in Appendix 6, with a view to achieving the initial Timetable defined in Appendix 5.
- 4.2 Nord Pool acknowledges that complete and timely performance of its obligations pursuant to this Agreement is necessary to enable Customer to fulfil its obligations under the Agreement. Any failure by Nord Pool to meet its obligations shall relieve Customer of its obligations pursuant to this Agreement to the extent the performance of such obligations are affected by such failure.
- 4.3 Nord Pool shall use all reasonable efforts to complete the Development Work in accordance with the initial Timetable but shall not be liable if the initial Timetable is not complied with.
- 4.4 In addition, Nord Pool shall offer reasonable assistance to Customer to the extent necessary for Customer to perform its obligations under the Agreement in accordance with Appendix 6



5. CUSTOMER'S OBLIGATIONS

- 5.1 Customer acknowledges that complete and timely performance of its obligations pursuant to this Agreement is necessary to enable Nord Pool to fulfil its obligations under the Agreement. Any failure by Customer to meet its obligations shall relieve Nord Pool of its obligations pursuant to this Agreement to the extent the performance of such obligations are affected by such failure.
- 5.2 Customer shall in accordance with clause 6 (Delivery and Acceptance) and Appendix 3 (Integration Test Procedures) plan, participate and perform the Integration Test. In addition, Customer shall offer reasonable assistance to Nord Pool to the extent necessary for Nord Pool to perform its obligations under the Agreement.
- 5.3 Customer shall use all reasonable endeavours to complete its obligations in accordance with the initial Timetable, but shall not be liable if the initial Timetable is not complied with.

6. DELIVERY AND ACCEPTANCE

- 6.1 Upon passing of Nord Pool's initial tests (Factory Acceptance Testing), Nord Pool shall perform Installation and notify Customer. Customer shall then conduct the Integration Tests in cooperation with Nord Pool as set out in Appendix 3 (Integration Test Procedures).
- 6.2 If Customer terminates this Agreement for whatever reason, Customer shall be liable to pay to Nord Pool all sums due for time spent and materials used to date, as defined in Appendix 6.

7. CHANGE PROCEDURE

- 7.1 In the event Customer, after the Effective Date and up until Acceptance, needs to amend the Specifications or require Development Work to change the System, Customer shall issue a Change Request on the form set out in Appendix 8.
- 7.2 Upon receipt of a Change Request, Nord Pool shall investigate the Change Request, and revert to Customer within 10 working days, with an initial response.
- 7.3 Nord Pool reserves the right to reject any Change Requests if the required changes are deemed to damage the performance or standard of the System.
- 7.4 Nord Pool is, upon its acceptance of a Change Request, entitled to demand reasonable changes in the Timetable to the extent this is necessary and caused by Customer's Change Request.
- 7.5 Any Change Requests agreed upon shall be priced by hours for development work, as specified in Appendix 6 (Fees) to this Agreement, or on a firm offer basis as agreed between the Parties.

8. WARRANTIES

- 8.1 Nord Pool warrants to Customer that the System, when properly installed in Customer IT environment and used with the Equipment, will perform substantially as described in the Requirements for such System agreed by the customer and Nord Pool. Nord Pool undertakes to correct by patch or new release (at its option) that part of the System which does not so comply, where the same is notified in writing to Nord Pool, provided that such non-compliance has not been caused by any modification, variation or addition to the System not performed by Nord Pool or caused by the incorrect use, abuse or corruption of the System or by use of the System on equipment other than the Equipment specified in the Appendix 2.
- 8.2 Except as provided in clause 8.1, Nord Pool makes no other representations or warranties and expressly excludes the same whether express, implied, statutory or otherwise especially as to quality or fitness of the System for any particular purpose.
- 8.3 All of Nord Pool's obligations with respect to any warranties from Nord Pool to Customer shall be contingent on Customer's use of the System in accordance with this Agreement and in accordance with Nord Pool's reasonable instructions as provided by Nord Pool in the Documentation, as such instructions may be reasonably amended, supplemented, or modified by Nord Pool from time to time. Nord Pool shall have no warranty obligations with respect to any failures of the System, which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

9. FEES AND PAYMENT

- 9.1 The cost for this delivery shall be as specified in Appendix 6.
- 9.2 Unless otherwise indicated, all prices, fees and other charges do not include any reasonably out-of-pocket expenses, including travel and living expenses, incurred by Nord Pool for services rendered under the Agreement. Unless otherwise indicated all fees are exclusive of VAT and all other applicable tolls and taxes, for which Customer is responsible, and all amounts are in EURO (€).
- 9.3 Nord Pool shall invoice Customer for the total amount due, in accordance with the payment schedule as set forth in Appendix 7. Invoices are payable within 15 days.
- 9.4 Where the payment of any invoice or any part thereof is not made, Nord Pool, without prejudice to its other rights hereunder or in law, shall be entitled to charge interest on the outstanding amount in accordance with the Norwegian Late Payments Act of 17 December 1976 no 100, as such interest rate may vary from time to time.

10. INTELLECTUAL PROPERTY RIGHTS

Customer acknowledges that any and all of the copyright, trade marks, trade names, patents and other intellectual property rights created, developed, subsisting or used in or in connection with the System and the Development Work are and shall remain the sole property of Nord Pool or its suppliers. Customer shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute the ownership by Nord Pool thereof.

In the event that new inventions, designs or processes evolve in performance of or as a result of this Agreement, Customer acknowledges that the same shall be the property of Nord Pool.

Nord Pool warrants that neither the System nor any supplied Documentation shall infringe any statutory or common law copyright, trademark or patent or otherwise infringe any personal or proprietary right of any person or entity. In the event Nord Pool breaches this warranty, Nord Pool shall use its best efforts either (i) to obtain for Customer the right to continue using the affected portion of the System and Documentation; (ii) to modify the affected portion of the System and Documentation so that it is no longer infringing; or (iii) to replace the affected portion of the System and Documentation with a non-infringing functional equivalent.

11. POSTPONEMENT OF THE PPD

Consequences of the postponement of the PPD are defined in Appendix 6.

12. CONFIDENTIALITY

- 12.1 Each Party agrees to treat as confidential all information disclosed to it by the other Party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information), unless and to the extent the Party is legally obliged to disclose such information by law, statute or court order or upon request from public authorities.
- 12.2 Neither Party shall have any such obligation with respect to such otherwise confidential information as can be established to:
- (i) have been known publicly; or
 - (ii) have been known generally in the industry before communication by the disclosing Party to the recipient; or
 - (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing Party; or
 - (iv) have been known otherwise by the recipient before communication by the disclosing Party; or
 - (v) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing Party) lawfully having possession of such information.
- 12.3 The Parties' obligations under this clause 12 shall survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

13. DEFAULT AND TERMINATION

- 13.1 Termination, howsoever or whenever occasioned, shall be subject to any rights and remedies the Parties may have under this Agreement or in Law.
- 13.2 Nord Pool may by notice in writing to Customer terminate this Agreement, in whole or with respect only to enhancement and/or support if Customer is in breach of any term, condition or provision of this Agreement or required by law and fails to remedy such breach (if capable of remedy) within 14 days of receipt of notice from Nord Pool specifying such breach.
- 13.3 Either Party may terminate this Agreement if:

- (i) subject to article 13.2, the other Party is in material breach of any of the terms or conditions of this Agreement; or
 - (ii) the other Party enters into liquidation proceedings, whether compulsory or voluntarily, for a purpose other than amalgamation or reorganisation when solvent, or compounds with its creditors or has a receiver appointed for all or any part of its assets, or takes or suffers any similar action in consequence of a debt.
- 13.4 Termination due to a material breach of clause 12 (Confidentiality) shall be effective immediately upon notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting Party if the defaults have not been cured within such thirty (30) day period.
- 13.5 This Agreement will terminate at the occurrence of the Paris Production Date, except for the following provisions:
- The provision of the Fall Back Services if any and the payment of such services;
 - Section 9 “fees and payment” for any outstanding payment, if the case arises;
 - Section 11 “confidentiality”

14. LIABILITY

- 14.1 Either Party may claim compensation for any loss, cost or expense arising from the other Party's default under any of the terms or conditions of this Agreement.
- 14.2 Nord Pool shall not be liable to Customer for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the System, its use, application, support, or otherwise, except to the extent to which it is unlawful to exclude such liability.
- Customer shall not be liable to Nord Pool for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the System, its use, application, support or otherwise, except to the extent to which it is unlawful to exclude such liability.
- 14.3 Nord Pool expressly excludes liability for consequential loss, damage, or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings.
- Customer expressly excludes liability for consequential loss, damage, or corruption to other software or data, or for loss of profit, business, revenue, goodwill or anticipated savings
- 14.4 In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Nord Pool becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to the cost of the Development Work.

In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Customer becomes liable for loss or damage that it may otherwise have been lawful to limit, such liability shall be limited to the cost of the Development Work.

- 14.5 Nord Pool does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Nord Pool its employees, agents or authorized representatives.

Customer does not exclude liability for death or personal injury to the extent only that the same arises as a result of the negligence of Customer its employees, agents or authorized representatives.

15. FORCE MAJEURE

- 15.1 In the event of the implementation of the 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 Agreement with one (1) month's notice should the occurred situation make it particularly onerous for the Party to uphold the Agreement.
- 15.2 Notwithstanding clause 3 above and considering the importance of the fulfilment of the Agreement for the day-to-day activity of Customer, the Parties agree to collaborate and do their best efforts in order to limit the damages caused by such premature termination.

16. NON-SOLICITATION

- 16.1 Customer undertakes that it shall not during this Agreement and for a period of one year following its expiry or termination employ or contract the services of any person who is or was employed or otherwise engaged by Nord Pool on the Development Work.
- 16.2 Nord Pool undertakes that it shall not during this Agreement and for a period of one year following its expiry or termination employ or contract the services of any person who is or was employed or otherwise engaged by Customer to fulfil its obligations under the Delivery Agreement.

17. NOTICES

- 17.1 Any notice, consent or other communication required or permitted to be given to either Party pursuant to this Agreement shall be in writing and shall be sufficiently served if delivered personally or sent by facsimile or e-mail. If sent by facsimile or e-mail, evidence of the successful transmission of the facsimile or e-mail is required.
- 17.2 If such notice, consent or communication is being sent to Nord Pool, the address or facsimile number or email shall be:

Arne Hjelle

- 17.3 If such notice, consent or communication is being sent to Customer, the address or facsimile number or email shall be:

Denis Besnier
Director of Market Operations
Powernext SA
25, rue Louis le Grand
75002 Paris
France
d.besnier@powernext.fr

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Emeline Spire
Vice-President Power Physical Markets
Powernext SA
25, rue Louis le Grand
75002 Paris
France
e.spire@powernext.fr

- 17.4 The Parties, by like notice in writing, may designate, from time to time, another address, person or office to which notice may be given.

18. MISCELLANEOUS

- 18.1 Except for what has been expressly agreed in the License Agreement and the Support Agreement this Agreement and its attachments incorporated herein by reference constitute the entire understanding between the Parties, and supersede all prior discussions, representations, understandings or agreements whether oral or in writing between the Parties with respect to the subject matter of this Agreement
- 18.2 This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each Party's duly authorized representative.
- 18.3 All captions and headings in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of any of its provisions.
- 18.4 Any waiver by either Party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.
- 18.5 All notices, authorizations, and requests in connection with this Agreement shall be in writing either by mail, fax or e-mail to an address and/or Party representative pre-approved by the other Party for such notices, authorizations and requests as applicable.
- 18.6 Customer shall not assign this Agreement or its rights hereunder without the prior written consent of Nord Pool, not to be unreasonably withheld.

19. GOVERNING LAW

- 19.1 This Agreement shall be construed in accordance with and governed by Norwegian law, without regard to conflict of law principles which would cause the laws of any other jurisdiction to apply. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 19.2 Any dispute, controversy or claim between the Parties arising out of or relating to this Agreement, which the Parties have failed to solve through negotiations between the Parties, shall be resolved by arbitration convened and conducted in accordance with the Norwegian Arbitration Act of 14 May 2004 no 25, unless the parties agree to submit the dispute to the ordinary courts of Norway, in which case the venue shall be the City Court of Oslo. The arbitration shall be held in Oslo, Norway and shall be conducted in the English language.

20. SPECIAL CONDITIONS

None

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This Agreement has been made in two copies, one for each of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorised officers on the day and year first written above.

Nord Pool

Name
Title

Customer

Name
Title

Jean-François Conil-Lacoste
Directeur Général

APPENDIX 1: SYSTEM REQUIREMENTS

This Appendix contains the Requirements for the System delivery with agreed system upgrades and development.

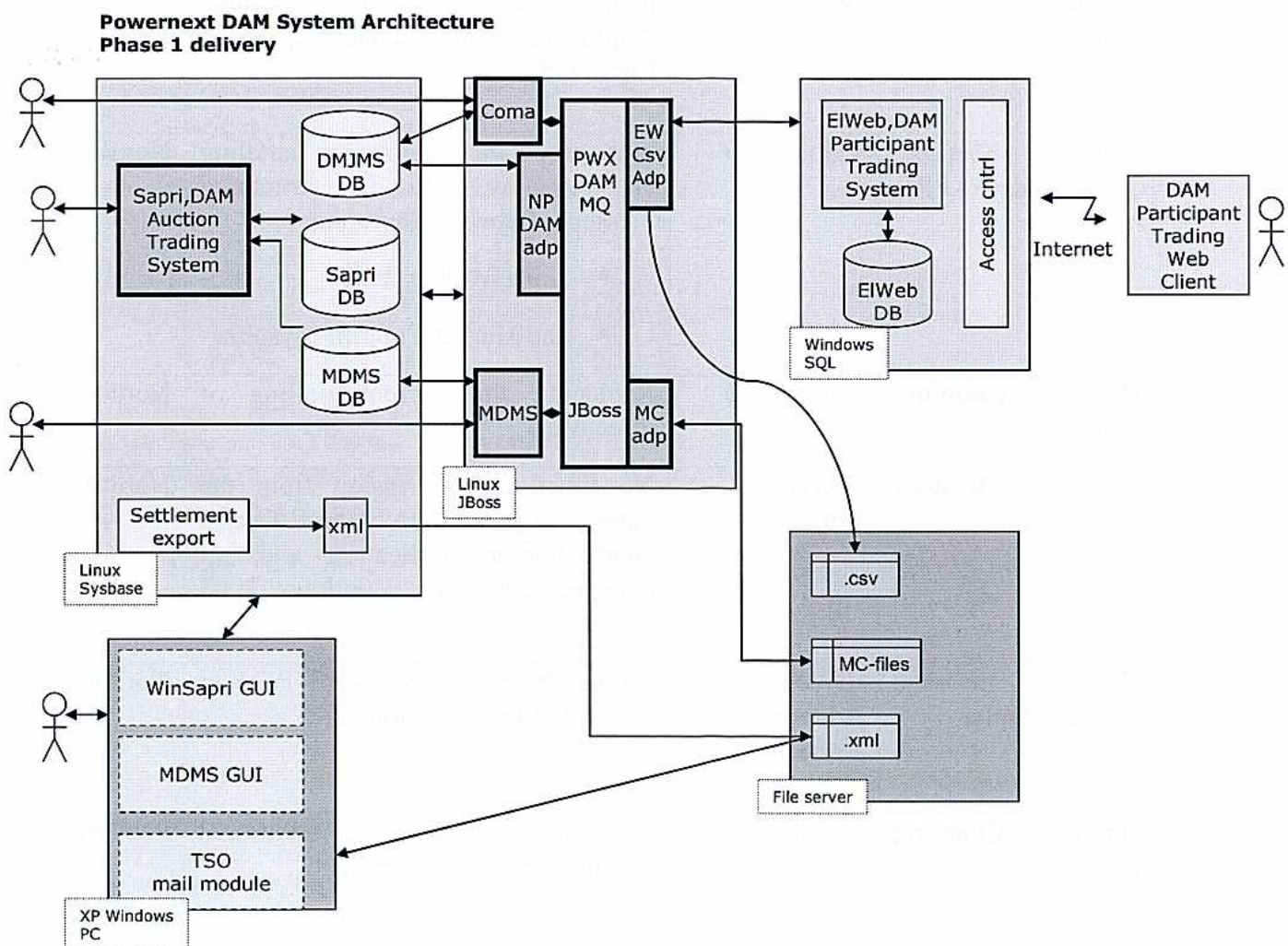
The System to be moved is based on Sapri version 13 and Elweb Browser version 2. It should be functionally identical to such version, and the performance should not be lower.

In addition, the following modifications will be included in the SAPRI Software:

- Correct receive log (block bids check)
- Upgrade of the xml format for capacity files
- MC xml files data saved in SAPRI database
- New menu in publishing window (MC):

Market Info **Price Info** **Capacity** **MC**

System Functional Overview



Deliverables

The total System will include the following system applications and modules.

Module	Version	Description	Responsible
Sapri Auction Trading System	Sapri version 13, including SAPRI client	Application and Sybase database based on Linux OS and client Windows GUI on Windows XP. No functional regression from the version in production at the Effective Date.	Nord Pool.
Settlement Export module	Version 13	No functional regression from the version in production at the Effective Date. No additional requirement or development. Linux OS.	Nord Pool
MDMS Data Maintenance System	MDMS version 620D	Browser based solution for maintenance of master data. Application and database based on Linux OS.	Nord Pool.
System Message Queue and (SAPRI) Adapter	Version 1.0	JMS based message queue handling all required data in structured messages between Sapri and: ▪ the ElWeb system ▪ the Market Coupling system.	Nord Pool.
Market Coupling Adapter	Version 1.0	Replacing the current polling of directories.	Nord Pool
ElWeb Browser Version	ElWeb Version 2	No functional regression from the version in production at the Effective Date. Server application and sql database based on Windows 2003 server.	Nord Pool.
ElWeb message Queue Adapter	ElWeb Adapter Version 1	To be developed by Nord Pool to integrate Elweb version 2.	Nord Pool.
Market Coupling system	Version	As today's solution. No additional requirement or development.	Powernext.
Generation of Creation of TSO-report, regulator report, BRC +	Version		Powernext

SMRF			
PWX Settlement System	Version	As today's solution. No additional requirement or development.	Powernext
Production Hardware			Powernext

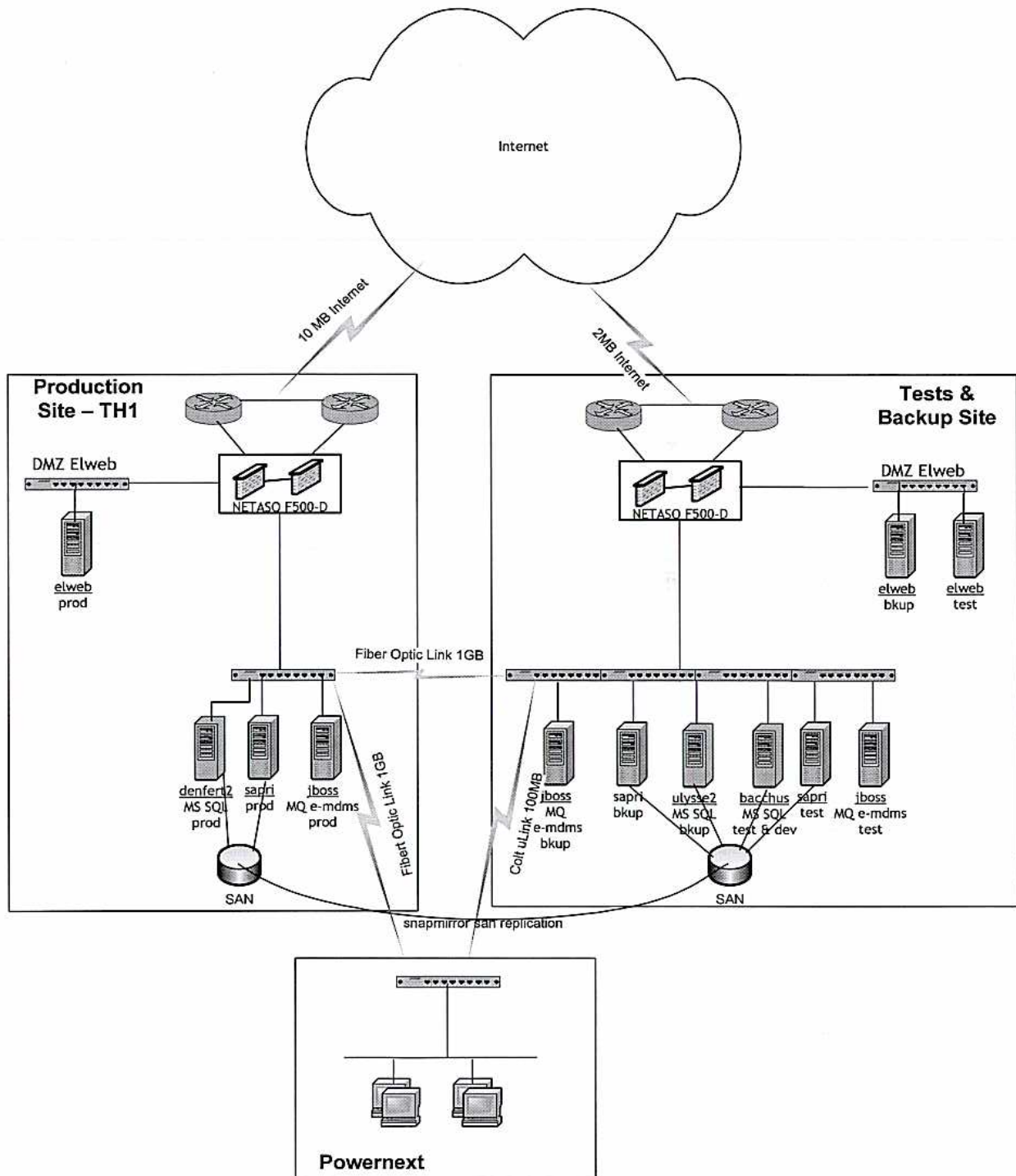
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APPENDIX 2: HARDWARE SPECIFICATION

This Appendix is a detailed specification of the required Equipment and Customer's obligations.

Specification of hardware and hardware support levels is Powernext responsibility. The targeted architecture is depicted in the following figure. Powernext may at its discretion make change to such architecture or hardware and shall warn NP in advance of such changes.



APPENDIX 3: INTEGRATION & ACCEPTANCE TESTS AND DOUBLE PRODUCTION PROCEDURES

This Appendix includes the detailed acceptance procedures as agreed between the Parties.

1. Prerequisites to the Integration Tests

Before delivering and installing the System on Customer's testing environment, Nord Pool shall ensure that the System is testable by Customer and has passed the Factory Acceptance Tests. Nord Pool shall do its best endeavors to detect Errors in the System during Factory Acceptance Tests and will correct such Errors before Installation.

Nord Pool and Powernext nominate each one Test Representative who is responsible for coordinating the test on a day-to-day basis. The Test Representatives are:

Arne Hjelle
Nord Pool ASA
arne.hjelle@nordpool.com

Alexia Hürstel
Powernext SA
a.hurstel@powernext.fr

Nord Pool and Powernext nominate each one IT Operation Representative who is responsible for the IT operations and the installations during the test on a day-to-day basis. The IT Operations Representatives are:

Per Henriksen
Nord Pool ASA
per.henriksen@nordpool.com

Erwann Gaudal
Powernext SA
e.gaudal@powernext.fr

Nord Pool and Powernext nominate each a Supervisor who is responsible for the overall implementation of the project from a technical viewpoint. The Supervisors are:

Terje Nielsen
Nord Pool ASA
terje.nielsen@nordpool.com

Denis Besnier
Powernext SA
d.besnier@powernext.fr

Nord Pool and Powernext nominate each a Contract Manager who is the primary contact person for dispute resolution. The Contract Managers are:

David Whitley
Nord Pool ASA
david.whitley@nordpool.com

Thierry Morello
Powernext SA
t.morello@powernext.fr

All the above Representatives can designate deputy if they are not available.
When they convene the Representatives above shall form the Joint Group.

Test and schedule management, Dispute resolution

The Test Representative will manage the tests including SIT, Acceptance and Double Production in contact with the IT operation Representative. They will maintain the error report, the counts of days for the test periods elapsed and attribute the responsibilities for these bugs. Generally, if a bug has been caused by an error in the Software it will be attributed to Nord Pool; if it is caused by a deficiency of the platform running the Software, it will be attributed to Powernext. A benchmark platform which configuration is approved by NP is established by Powernext in the schedule defined in Appendix 5 and will help to decide whether a bug is attributable to the NP or to Powernext.

Any issue which arises and cannot be solved at the level of the Representative will be escalated to the Supervisors who shall make their fair efforts to resolve the issues in a balanced and objective manner.

If an issue cannot be resolved at the level of the Supervisors, it will be dealt with by a Joint Group formed by the Representatives, the Supervisors and the Contract Managers which shall make their best efforts to resolve it.

The Joint Group will convene by phone every month. The Joint Group shall monitor the enforcement of the schedule in Appendix 5, shall hear the list of the major or critical bugs still open, if any and shall make decisions on the possible update of the schedule of Appendix 5 if necessary. Minutes of the Joint Group meeting will be alternatively written by each party and approved by both parties.

Test Period

2. Integration Tests and Error Reports

Nord Pool shall perform Installation in accordance with the Requirements and the Timetable.

As soon as possible upon Installation, Customer shall perform the Integration Test. The Integration Test shall take place during the period shown in the schedule of Appendix 5

During the Integration Test, the test representative for Powernext and for NP do a frequent status report on the errors outstanding or just discovered (at least two to three per week and

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make a count of the elapsed test days, ie the period of one business day during which integration tests are carried out on the System by the Parties).

If after the Integration Tests period, no Major or Critical Error is found, the Customer shall proceed to the Acceptance test as defined below.

If during the Integration Tests, a Major or Critical Error is found, the Supplier shall correct it, the Integration Tests will continue after such correction and the Acceptance Test will not begin before all Critical or Major Errors are corrected.

Customer shall provide Nord Pool with at least a weekly Error report as the tests are proceeding, which lists all Errors found during the Integration Test, along with a description of the Errors and the category to which the Error belongs (Critical, Major or Minor).

3. Critical Error, Major Error, Minor Error

If an Integration Test results in a Critical or Major Error, Nord Pool shall strive to provide a solution to such Error as soon as possible. In no case shall it be considered that Customer has Accepted the System (or any subsequent error corrections or updates) or that Integration or Acceptance Testing is completed before a solution is provided and Customer has been able to test it pursuant to this Appendix 3.

If the Integration or Acceptance Tests results in Minor Errors, Supplier shall provide a reasonable schedule to correct such Errors.

4. Identification and correction of the Errors; effect on the duration of the test phases

Customer shall provide Nord Pool with access to the System (or any subsequent error corrections or updates) on its testing environment, the Customer's test data and any other information that Nord Pool may reasonably require to identify, diagnose and correct the Error.

If, during a test period (Integration, Acceptance), a Major or Critical bug is made known by Powernext to Nord Pool, the test period can be suspended until Nord Pool deliver a corrected version. As a consequence of this, the Joint Group will redefine and approve a new schedule for the tests, the double production and the PPD if this is necessary.

5. Notification of Integration and Acceptance Test completion

If no Critical or Major Errors are found, Customer shall notify Nord Pool the completion of Integration Testing of the System. Should Minor Errors have been notified, such notification shall mention such Errors. Such written notification shall be given by Customer to the Nord Pool by letter, fax or email. Integration Testing shall be deemed completed if and when any of the following conditions apply:

- a. the Integration Tests have not resulted in any Critical or Major Error;
- b. Customer does not provide Nord Pool with an Error Report on or before the end of the test period ;or
- c. the System is used or distributed by Customer for productive purposes.

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[Handwritten signature]

6. Acceptance

Acceptance shall occur during the period shown by the schedule of appendix 5 and when the software has performed the agreed test under SAT for a period of 5 days without any Critical or Major errors.

After the Acceptance Tests, Customer shall immediately issue a written Acceptance of the System. Should Minor Errors have been notified, such notification shall mention such Errors. Such written notification shall be given by Customer to the Nord Pool by letter, fax or email. The System shall be deemed Accepted if and when any of the following conditions apply:

- a. the Acceptance Tests have not resulted in any Critical or Major Error;
- b. Customer does not provide Nord Pool with an updated Error Report on or before the end of the Acceptance Tests;
- c. the System is used or distributed by Customer for productive purposes.

7. Double Production and Error Reports

As soon as possible upon the completion of Acceptance Test and in any event no later than defined in Appendix 5 (5 days after the completion of Acceptance testing) including a possible re-installation, Customer shall start Double Production. The Double Production Period shall cover 30 Calendar Days. In no case shall it be considered that the Double Production Period has started if the Integration Test is not complete and the System is not accepted.

Should any new Errors occur during Double Production, Customer shall provide Nord Pool with an updated Error report as defined above.

8. Critical Error, Major Error, Minor Error

If the Double Production period results in a Critical or Major Error, Nord Pool shall strive to provide a solution to such Error as soon as possible. In no case shall it be considered that Customer can use the System in Production (or any subsequent error corrections or updates) before a solution is provided and Customer has been able to test it and run Double Production pursuant to this Appendix 3.

If a Critical or Major Error is found during the Double Production Period, the test Representatives will define the duration for the Double Production Period after the Error is corrected and a new version is installed. In no circumstances, shall the new duration be less than the duration between the date at which the Error occurred and the scheduled end of the Double Production Period.

If the Double Production Period results in Minor Errors, Supplier shall provide a reasonable schedule to correct such Errors. If only Minor Errors exist the System shall be implemented in production and the PPD will happen no later than 10 business days after the end of the Double Production Period. If the Double Production Period results in Major or Critical Errors, Supplier shall provide a reasonable schedule to correct such Errors and the Paris Production Date will be postponed due to the Supplier.

The Paris Production Date will happen 10 days maximum after the end of the Double Production Period, provided however that it shall be deemed to happen if and when any of the following conditions applies:

- a. the Double Production Period has not resulted in any Critical or Major Error;
- b. the Customer runs the System on its hardware and the results are used for productive purposes.

9. Identification and correction of the Errors

Customer shall provide Nord Pool with access to the System (or any subsequent error corrections or updates) on its testing environment, the Customer's test data and any other information that Nord Pool may reasonably require to identify, diagnose and correct the Error.

APPENDIX 4: TRAINING

This Appendix gives an overview of the training requirement by Powernext.

At the end of the training Powernext should be able to

- Install all the components, including:
 - SAPRI DAM Auction System
 - Sybase and MDMSDB, SAPRIDB, DMJMSDB
 - Message Queue System
 - NP DAM Adapter
 - MDMS
 - MC Adapter
 - Elweb CSV Adapter
 - Elweb
 - Elweb DB
- Perform the 1st level support on each component
 - By knowing how start and restart each process (if applicable)
 - How each component works
 - Knowing what to monitor and where the information (log files, services...) is

The training will be simultaneous to the Installation and will take place either in Paris, or in Oslo (or both) with physical meetings for interactive sessions.

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APPENDIX 5: Timetable

The Critical Milestones proposed for the delivery project are detailed below:

Ref.	Activity	Owner	Location	Deadline for Readiness
1	Test Hardware	NP	Oslo	1/3-07
2	Production Hardware	PWX	Paris	1/4-07
3	WinSapri development	NP	Oslo	1/3-07
4	ElWeb development	NP	Oslo	1/3-07
5	MQ development	NP	Oslo	1/3-07
6	Report module development	PWX	Paris	1/04-07
7	Test System installation (Oslo) Factory Acceptance Tests	NP	Oslo	15/3-07
8	Pre testing / Error correction	NP	Oslo	15/4-07
9	Documentation completed	NP	Oslo	1/4-07
10	System Installation + Training (Paris)	PWX and NP	To be determined	14/4-07
11	Integration test start	PWX	Paris	16/04-07
12	Benchmark platform available	PWX	Paris	04/06-07
13	Integration test completion / Error correction	PWX / NP	Paris / Oslo	27/07-07
14	SAT	PWX/NP	Paris	30-07 (start) 5 days error free after (12) above
15	Re-Installation	PWX	Paris	06/08-07

16	Start Parallel operation Double Production Start (for 30 calendar days)	PWX	Paris	13/8-07
17	End Parallel operation Double Production End	PWX	Paris	07/09-07
18	Preparation of PPD	PWX	Paris	10 to 18/09-07
19	Paris Production Date	PWX	Paris	19/09-07
20	Fallback stop NP	NP	Oslo	19/11-07

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APPENDIX 6: COST AND FEE SCHEDULE

Section 1: Development work and Included Services

This Appendix details all the project cost agreed between the Parties. For the sake of clarity the Contract Price for this Agreement shall be €44,250. For the avoidance of doubt, such Contract Price includes all Development Work plus the Included Services listed below:

- all factory testing and related tasks by Nord Pool prior to Installation
- Standard Documentation (see Appendix 9)
- related Nord Pool project management tasks – i.e. all internal NP coordination, all coordination with NP providers and attendance of 3 project meetings and a weekly project phone meeting
- 140 hours for Installation and Training as specified in Appendix 4, including the preparation of Powernext databases
- the correction of all errors detected before Acceptance.

Powernext is responsible for the total project management. NP can support with more hours if other project management tasks are asked by Powernext and subject to prior agreement.

Section 2: Additional Services

NP shall provide to Powernext the following Additional Services, subject to the modalities in this Appendix 6:

- assistance during Integration Testing
- additional training
- additional documentation
- installation and database preparation in excess of the number of hours specified in section 1 above
- any other services deemed necessary by Powernext in order to ensure that the System is put safely in production

Procedure for Additional Services

Should Powernext wish to purchase Additional Services from NP in order to ensure the quality of the integration of the System in its own systems and processes, the following procedure should be applied:

1. If Customer wishes Nord Pool to perform Additional Services it shall submit a request in writing, specifying the details of the services to be delivered.
2. Nord Pool shall respond as soon as possible by indicating whether it is willing to provide the Additional Services, the costs and the time schedule for such Additional

Services. Nord Pool shall invoice Customer for Additional Services in accordance with its standard scale of charges as specified in this Appendix 6.

3. Customer shall then confirm as soon as possible whether it accepts the quote made by Nord Pool and, if so, submit an order for Additional Services.

Section 3: Fallback Services

In case of failure of the system in Paris, the customer can request to NP to switch back the operations at NP with the systems used before the PPD. This implies that old-SAPRI and old-MDMS shall be up and running at NP and that old-EIWeb shall be deactivated (access blocked to participants).

Customer commits to perform the following tasks on the old environment during the fallback period:

- creation of new weeks in SAPRI,
- update of participants in MDMS.

If the Fallback is activated, NP commits to perform the following actions:

- Set prices in SAPRI for the days between Monday and Fallback's day
- Publish Week
- Restart EIWeb at NP (access is open to members; they have to resubmit their orders from scratch).
- Deactivate EIWeb in Paris
- Check the systems

The fallback should be operationally available within 2 hours of request from the Customer during the 10 days following the PPD and within 12 hours of request (overnight) thereafter. The customer must notify to NP the ordering of the fallback services option on or before the Acceptance of the System. If the fallback services option is ordered by the Customer, it will be active for 2 months, with a possibility of a monthly extension. The possibility for the customer to extend the fallback services option shall be taken 10 working days in advance.

The table 6.1 is therefore provided for information purposes only and do have any contractual meaning.

A6.1 - The following table defines the breakdown of the Contract Price under the Contract.

Ref.	Activity	Responsible	Estimated hours	PWX Cost EUR
1	Detailed design	Nord Pool	25	3750
2	Sapri upgrade from 11.6 to 13.0	Nord Pool	#	0
3	MDMS upgrade	Nord Pool	#	0
4	MQ	Nord Pool	#	0
5	MQ-MC Adapter	Nord Pool	50	7 500
6	ElWeb upgrade	Nord Pool	#	0
7	Bid file Adapter	Nord Pool	#	0
8	Project Management *	Nord Pool	80	12 000
9	PWX System installation and PWX training	Nord Pool	120 (8 hours*10 days*1,5 person, see comment in app.4)	18 000
10	Test Specifications/plan	Powernext	-	-
11	PWX Integration test	Powernext	-	-
12	PWX Preparation Database update	Nord Pool	20	3 000
14	SAT	Nord Pool	(50)	(12 000)
15	PWX StartUp	Powernext	-	-
Total Nord Pool			295	44 250

#) No charge to Powernext.

() Are options which in NP opinion are recommended that Powernext need to reduce delivery risk.

Hours are an estimate, should more hours be required in excess of the estimate this will be communicated to Powernext in advance.

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A6.2 - The following the variable cost element in the contract which is based on a time and materials basis.

Ref.	Activity	Responsible	Rate	Notes
B	Additional Services	NP	150€ per hour	Additional service will be treated as defined above

A6. 3 - The following table defines an optional addition price for maintaining the existing solution in operation. This option is valid for operation for a maximum of 2 months after the Paris Production Date. The Customer should advise Nord Pool at the end of Acceptance Testing if it wishes to make use of this option and for how much time.

Ref.	Activity	Responsible	Rate	Notes
C	Fallback, (see section 3 of Appendix 6).	NP	2-month fallback option: 10,000 € per month	Technical cost of this facility only.
D	Costs (exclusive of man-time) to actually activate the fallback	NP	500 € per day for warm back up and 100 € for cold Man time to activate the fallback at request of PWX shall be based as additional scope see B above.	Cost of availability of critical persons

A6.4 - The following table defines commercial arrangements should there be a delay to the Paris Production Date (PPD). Both parties are willing to dedicate their best efforts to facilitate a PPD before 30/09/07.

LA means License Agreement; SA, Support Agreement ;

Occurrence of the PPD : responsibility	before 30/09/07 PWX	before 30/09/07 NP	before 31/12/2007 PWX	before 31/12/2007 NP	before 31/03/2008 PWX	before 31/03/2008 NP
applicable LA & price	new LA from PPD	same	current LA uncapped till PPD, new LA afterwards	current LA capped till PPD, new LA afterwards	current LA till 31/12 uncapped; new LA from 1/1/08	current LA till 31/12 capped; new LA from 1/1/08
applicable SA & price	new SA from PPD	same	current SA till PPD, new SA afterwards	current SA till PPD, new SA afterwards	current till PPD (amended price); new SA from PPD	current till PPD same price, new SA from PPD
Fall back availability & price	available till 31/12/07, price TBD	same	available till 01/02/08	same	See A6.3	See A6.3

In the situation where Production based on hardware in Paris cannot be achieved by 31/3/08 due to error in the software delivered by Nord Pool, then Nord Pool will maintain a production environment to ensure that Powernext can continue to perform the French DAM market. In this event the parties shall meet to agree how this can be operated and the commercial arrangements between the parties. Such a meeting should take place in December 2007 to enable common plans to be made.

In the situation where the PPD occurs beyond 30/09/07 due to responsibilities of both Parties, these Parties will meet, will decide to attribute the delays according to their respective responsibilities and hence will attribute the financial consequences accordingly.

APPENDIX 7: PAYMENT SCHEDULE AND TERMS

This Appendix defines when payments should be made between Povernext and Nord Pool during the execution of the contract.

PAYMENT SCHEDULE for the contract has three parts:

A7.1 - Fixed costs (appendix 6 items 1 to 15 inclusive) are to be paid according to the following schedule.

Ref.	Activity	Proposed Nord Pool Bid based on	Time line Indicative see Appendix 5
1	Contract award	50%	July
2	Acceptance	50%	August

A7.2 – Variable costs (appendix 6 item A) are to be paid monthly, based on presentation of invoice from Nord Pool.

A7.3 – Variable costs (appendix 6 items B) are to be paid based on presentation of invoice from Nord Pool.

Ref.	Activity	Proposed Nord Pool Bid based on	Time line Indicative see Appendix 5
1	Fallback close down at NP site	100%	November at earliest

PAYMENT TERMS shall be 30 days from date of invoice.

APPENDIX 8: CHANGE REQUEST FORM

The following is an example of a change request form to be used in the project.

CR no: CR-001	Date:
Submitted by: Powernext	
Description of proposed change: 1.	
Proposed solution:	
Total estimated time required: 0 hours	Delivery date:
Total estimated costs: 0	
Approved by: Terje Nilsen	Date:
Nord Pool ASA	Powernext
_____	_____
[Name and title]	[Name and title]

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APPENDIX 9: DOCUMENTATION REQUIREMENTS

The Standard Documentation to be delivered by Nord Pool shall contain:

- System Documentation
- Operational documentation
- User Documentation

The Documentation is in English.

System Documentation

The System Documentation shall contain all necessary information:

- Data flow for the DAM trading system
- System architecture

NP will send a first draft to Powernext, on which Powernext will have the opportunity to comment/ ask questions before the System Documentation is completed.

Operational Documentation

The Operational Documentation shall contain necessary information to enable Powernext IT administration to:

- Install all the components, including:
 - SAPRI DAM Auction System
 - MDMSDB, SAPRIDB, DMJMSDB
 - Message Queue System
 - NP DAM Adapter
 - MDMS
 - MC Adapter
 - Elweb CSV Adapter
 - Elweb
 - Elweb DB
- Perform the 1st level support on each component
 - By knowing how start and restart each process (if applicable)
 - Knowing what to monitor and where is the information (log files, services...)

User Documentation

The User Documentation shall contain the following items:

- SAPRI DAM Auction system on-line help.

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