

SOFTWARE LICENSE AGREEMENT

BETWEEN

SUNGARD ENERGY SOLUTIONS LIMITED

a United Kingdom company, with registered number 1889028 and having its registered office at
25 Canada Square, London E14 5LQ

("SunGard")

AND

SOCIETE NATIONALE D'ELECTRICITE ET DE THERMIQUE

a limited company (Société Anonyme), with registered number (SIREN) 399 361 468 and having its registered office at
2 rue Jacques Daguerre, 92565 Reuil Malmaison Cedex, France

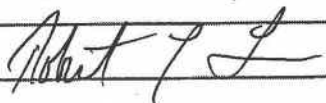
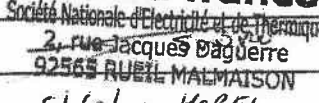
("Customer")

DATED

12 June 2008

("Effective Date")

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all schedules and addenda to this Agreement. Each fully executed set of software schedules ("Software Schedule") to this Agreement specifies one or more SunGard proprietary applications software products ("Software") to be licensed by Customer from SunGard, any related services to be provided by SunGard, the fees to be paid by Customer to SunGard for that license and services, and any other applicable terms. Each Software Schedule constitutes a separate contract between the parties that incorporates and is governed by all of the terms of this Agreement.

SUNGARD ENERGY SOLUTIONS LIMITED, A SUBSIDIARY OF SUNGARD ENERGY SYSTEMS INC.	SOCIETE NATIONALE D'ELECTRICITE ET DE THERMIQUE Endesa france <i>Société Nationale d'Electricité et de Thermique</i>
By: 	By: 
Print Name: Robert J. Low	Print Name: Stéphane HOREL
Print Title: Chief Financial Officer	Print Title: Secrétaire Général SNET
Date Signed: JUN 25 2008	Date Signed: 20.06.2008

SunGard Energy Systems

SUNGARD®
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FINAL June 12, 2008

1. LIMITED LICENSE

- 1.1. **Grant.** SunGard grants to Customer a personal, non-transferable, non-exclusive, limited-scope, term license to use, in accordance with this Agreement, the Software (including certain third party software) identified on a Part A of a Software Schedule to this Agreement ("Software") and the related documentation listed on Part A of the Software Schedule ("Documentation"), as the Software and Documentation may be modified, revised and updated in accordance with this Agreement.
- 1.2. **Scope.** Customer may use the Software and Documentation only in the ordinary course of its business operations and for its own business purposes. The Software may be installed and used only at Customer's location(s) listed on Part A of the applicable Software Schedule ("Designated Location(s)"), on the designated computer(s) ("Designated Computer(s)") identified thereon, and within the Region identified thereon. Customer may change a Designated Location or a Designated Computer by giving prompt written notice thereof to SunGard. Access to and use of the Software by Customer shall be limited, as described on Part A of the relevant Software Schedule, as applicable, to the License Term, Volume Limit, Designated Computer(s), Designated Location(s), Platform, Number of Users, Number of Production Databases, Number of Production Servers, Number of Work Stations and Number of Developers, and or other parameters as appropriate, stated on Part A of the applicable Software Schedule (collectively, "Scope of Use"), subject to increase by joint execution of amendment(s) to the applicable Software Schedule. Customer may copy and use the Software for inactive back-up, disaster recovery purposes and for parallel testing. Customer may copy the Documentation to the extent reasonably necessary for use of the Software under this Agreement.
- 1.3. **Data Feeds.** Customer may license Data Feeds and related software and services (the "Data Feed Services") pursuant to the attached Data Feed Agreement ("DFA"). With regard to the Data Feed Services, where the provisions of the DFA conflict with the provisions of this Agreement, the provisions of the DFA shall control.

2. DELIVERY OF SOFTWARE AND IMPLEMENTATION SERVICES

SunGard shall issue to Customer, as soon as practicable, one (1) machine-readable copy of the Software (along with an online electronic copy of the Documentation) stated on Part A of a Software Schedule. All Software shall be delivered electronically (e.g., file transfer protocol (.ftp), internet) or, in the event Software cannot be delivered electronically such Software shall be delivered via overnight mail or in-person. All delivery of Software to Customer shall be FOB SunGard's shipping point. SunGard shall provide the installation support and training services ("Implementation Services") described on Part C of a Software Schedule. Customer agrees that sufficient training is necessary to ensure the proper utilization of the Software. Subject to the terms of an applicable Professional Services Schedule as mutually agreed by the parties, SunGard shall provide to Customer additional implementation services reasonably requested by Customer.

3. SUNGARD'S OTHER OBLIGATIONS

- 3.1. **Ongoing Support Services.** With respect to each Software Schedule, beginning on the Software Schedule Effective Date (unless otherwise set forth in Part A of a Software Schedule), SunGard shall provide the following ongoing support services to Customer:
- (a) SunGard shall provide to Customer, during SunGard's Normal Business Hours, as set forth on Part D of the applicable Software Schedule, telephone assistance regarding Customer's proper and authorized use of the latest release of the Software that is generally available to SunGard's client base or the immediately prior issued release (collectively, "Latest Release"). During all other hours outside of Normal Business Hours, SunGard shall provide to Customer telephone assistance, on a time and material basis, upon Customer's notification to SunGard of the need for such telephone assistance via a standard electronic paging device ("Additional Telephone Assistance").
 - (b) SunGard shall provide to Customer, during SunGard's Normal Business Hours, commercially reasonable efforts in solving Errors reported by Customer, in accordance with Part D of the applicable Software Schedule. Customer shall provide to SunGard reasonably detailed

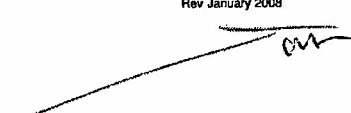
documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. Support services furnished hereunder shall be performed by SunGard at its premises employing remote diagnostic procedures, unless through such remote diagnostic procedures SunGard is unable to perform the services required, in which case SunGard will make such visits to Customer's Designated Location as is necessary to provide such service. In the event on-site support is provided in accordance with this Agreement, Customer shall reimburse SunGard for reasonable expenses incurred in accordance with Section 5.5 for each SunGard employee performing services at Customer Designated Location or some other site designated by Customer. If a reported Error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of SunGard then, in addition to reimbursing SunGard for its expenses incurred, Customer shall also pay for SunGard's investigation and related services at the service fees specified in Section 5.3.

- (c) SunGard shall provide, and Customer shall promptly install, SunGard's periodic Releases. All modifications, revisions and updates shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.

- 3.2. **Professional Services.** At Customer's reasonable request and subject to the terms of an applicable Professional Services Schedule as mutually agreed by the parties, SunGard shall provide to Customer consulting services, custom modification programming, support services relating to custom modifications, assistance with data transfers, system restarts and reinstallations, and other specialized support services with respect to the Software ("Professional Services"). These Professional Services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that such Professional Services cannot be performed remotely.

4. CUSTOMER'S OTHER OBLIGATIONS

- 4.1. **Procurement of Hardware.** Customer shall be responsible, at its expense, for procuring and maintaining the computer hardware, systems software and other items which comprise the specified configuration ("Specified Configuration") described on Part B of a Software Schedule, and for updating the Specified Configuration in accordance with SunGard's published updates to such Part B. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration(s) for the Designated Location(s) before the Scheduled Installation Date.
- 4.2. **Data Security.** If the Software or data maintained by the Software is accessible through the Internet or other networked environment, Customer shall maintain, in connection with the operation of the Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication. To the extent that Customer's Subsidiaries or clients have access to the Software through the Internet or other networked environment, Customer shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of SunGard in the Software and Documentation, and disclaim any liability or responsibility of SunGard with respect to such end-users. Customer expressly acknowledges that it shall be Customer's responsibility to maintain secure and complete back-up copies of data that Customer processes using the Software, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by the Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it.
- 4.3. **Access to Facilities and Employees.** Customer shall provide to SunGard access to the Designated Location(s) and Customer's equipment and employees, and shall otherwise cooperate with SunGard, as reasonably necessary for SunGard to perform its installation, training, support and other obligations under this Agreement. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to (a) install the Software, (b) be trained in the use of the Software and (c) begin using the Software in production on a timely basis as contemplated by this Agreement.
- 4.4. **Remote Access.** Support services provided to Customer under Section 3.1 shall be performed by SunGard employing remote diagnostic procedures.



- 4.5. **Use of the Software.** Customer shall use the Software in the production environment to process Customer's current business and, subject to Section 9.4(c) of this Agreement, all new business generated through the normal expansion of Customer's business; provided that all increases in the Scope of Use require an amendment to the appropriate Software Schedule as set forth in Section 1.1.
- 4.6. **Notices and Certifications.** Customer shall give written notice to SunGard whenever Customer intends to increase the Scope of Use. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the then current Scope of Use of the Software and that Customer has complied and is then in compliance with the provisions of Sections 1 and 7.

5. PAYMENTS

- 5.1. **License Fee.** Customer shall pay to SunGard a license fee in the amount stated on Part A of a Software Schedule, in accordance with the payment terms stated on Part A.
- 5.2. **Yearly Support Fees.** Beginning on the Effective Date unless otherwise stated in Part A of a Software Schedule and continuing until the end of the initial support term stated in Part A of such Software Schedule ("Initial Support Term") or any Renewal Support Term thereafter as defined in Part A of each Software Schedule, Customer shall pay to SunGard yearly support fees in the amount stated on Part A of such Software Schedule ("Yearly Support Fees"). SunGard may, from time to time, by giving at least thirty (30) days prior written notice to Customer, increase the Yearly Support Fees payable under this Agreement, provided that the increase in the Yearly Support Fees does not exceed the limitation described on Part A of a Software Schedule and, further provided, that such increase shall occur no more than once every twelve (12) months.
- 5.3. **Service Fees.** Customer shall pay to SunGard the service fees stated on Part A of a Software Schedule for Implementation Services under Section 2, billable investigations under Sections 3.1(b), and Professional Services. In each case where service fees are not specified on Part A of a Software Schedule, then the fees for such services shall be based upon SunGard's standard professional fee rates in effect at the time such services are requested. SunGard's standard professional fee rates in effect on the date of the execution of a Software Schedule to this Agreement are stated on Part A of a Software Schedule and are subject to increase in the ordinary course of business.
- 5.4. **Additional Telephone Assistance Fees.** In the event that Additional Telephone Assistance as described in Section 3.1(a) is requested by Customer, Customer shall pay to SunGard for such Additional Telephone Assistance on a time and material basis pursuant to SunGard's then-current standard professional fee rates. Such fees shall be billable in arrears at the end of the month in which such Additional Telephone Assistance was provided.
- 5.5. **Expense Reimbursements.** Customer shall reimburse SunGard for its reasonable travel, lodging, and other related expenses incurred by SunGard personnel in providing such services to Customer. In addition, Customer shall reimburse SunGard a per diem meal allowance (in accordance with the Inland Revenue Services' applicable per diem rate for the locality in which the services are performed) for each SunGard employee performing services at Customer's Designated Location or some other location designated by Customer.
- 5.6. **Taxes.** The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement or the services provided under this Agreement, or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it and shall promptly notify SunGard that such taxes have been paid, or, in the event such taxes are payable or collectable by SunGard, Customer shall promptly reimburse SunGard for any such taxes. Customer shall advise SunGard of its tax status and shall provide SunGard with appropriate documentation to support such tax status claim.
- 5.7. **Payment Terms.** Yearly Support Fees shall be invoiced by SunGard yearly in advance. All other fees and all expense reimbursements shall be invoiced by SunGard as and when incurred. All invoices shall be sent, at

SunGard's option, to Customer's designated email address for invoices or to Customer's physical address for invoices, both of which are stated on Part A of a Software Schedule. Unless otherwise stated on Part A of a Software Schedule, Customer's payments shall be due within forty-five (45) days after receipt of invoice. Interest at the rate of one and one half (1.5) times the French legal interest rate shall accrue on any amount not paid by Customer to SunGard when due under this Agreement, and shall be payable by Customer to SunGard on demand. Except as provided in Section 6.1(c) or for any Yearly Support Fees paid for a period beyond the date of termination of a Software Schedule or the ongoing support services thereunder (as the case may be), all fees and other amounts paid by Customer under this Agreement are non-refundable. Payment of Yearly Support Fees and all other fees and expenses shall be made by wire transfer. Wire transfer instructions are set forth on Part A of a Software Schedule. If it should become necessary to turn this account over for collection, Customer is responsible for all collection costs including reasonable attorney's fees.

- 5.8. Currency.** Unless otherwise specified on a Software Schedule, all currency amounts referred to in this Agreement and any Software Schedule hereto are in Euros.

6. WARRANTIES AND LIMITATIONS

- 6.1. Right to License; No Infringement.** SunGard warrants to Customer that it has the full legal right to grant to Customer the license granted under this Agreement, and that the Software and Documentation, as and when delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, do not infringe upon any United States patent issued as of the date of this Agreement, copyright, trade secret or other proprietary right of any Person (excluding foreign patents) or any copyright of any country that is a member of the Berne Convention on the Effective Date of the Agreement. SunGard shall defend and indemnify Customer against any third party claim to the extent attributable to a violation of the foregoing warranty. SunGard shall have no liability or obligation under this Section 6.1 unless Customer gives written notice to SunGard within ten (10) days (provided that later notice shall relieve SunGard of its liability and obligations under this Section 6.1 only to the extent that SunGard is prejudiced by such later notice) after any applicable infringement claim is initiated against Customer and allows SunGard to have sole control of the defense or settlement of the claim. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, then SunGard shall have the option, at its expense, to:

- (a) modify or replace all or the infringing part of the Software or Documentation so that it is no longer infringing, provided that the Software functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the infringing part of the Software or Documentation; or
- (c) remove all or the infringing part of the Software or Documentation, and refund to Customer the corresponding portion of the initial license fee paid by Customer to SunGard under Section 5.1, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use, in which case this Agreement shall terminate with respect to the Software or part thereof removed.

- 6.2. Customer Infringement.** Customer warrants to SunGard that Customer has the full legal right to grant to SunGard the right to use the designs, plans, specifications or other materials provided by or on behalf of Customer for inclusion in the Software or the Documentation ("Customer Material") and that the Customer Material does not infringe upon any United States patent, copyright, trade secret or other proprietary right of any Person or any copyright of any country that is a member of the Berne Convention on the Effective Date of the Agreement. Customer shall indemnify and defend SunGard against any third party claim alleging a breach of the foregoing warranty or an infringement of a patent, copyright, trade secret or other proprietary right of any Person to the extent resulting from a modification of the Software or Documentation by Customer (or a third party permitted by Customer to make such modification).

- 6.3. Exclusion for Unauthorized Actions.** SunGard shall have no liability under any provision of this Agreement with respect to any performance problem, warranty, claim of infringement or other matter to the extent attributable to (i) any unauthorized or improper use, alteration, addition or modification of the Software, (ii) any unauthorized combination of the Software with other software (other than software

included in the Specified Configuration), (iii) any improper installation of the Software, (iv) any use of any version of the Software other than the Latest Release, or (v) any breach of this Agreement by Customer.

- 6.4. Force Majeure.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.
- 6.5. Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT. SUNGARD DOES NOT WARRANT THAT THE SOFTWARE WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
- 6.6. Limitations.** EXCEPT FOR A THIRD PARTY CLAIM UNDER SECTION 6.11, WITH RESPECT TO EACH SOFTWARE SCHEDULE, SUNGARD'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE GREATER OF (I) TEN THOUSAND EUROS (€10,000) OR (II) THE LICENSE FEES ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE SET FORTH ON SUCH SOFTWARE SCHEDULE WHICH IS THE SUBJECT OF SUCH LIABILITY.
- 6.7. Consequential Damage Exclusion.** UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST REVENUES, LOSS OF PROFITS, LOSS OF USE, LOSS OF BUSINESS, BUSINESS INTERRUPTION, INACCURATE DISTRIBUTIONS, LOSS OF DATA, COST OF COVER OR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF SUNGARD HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 6.8. Trading Loss Exclusion.** UNDER NO CIRCUMSTANCES SHALL SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR TRADING LOSSES, INACCURATE DISTRIBUTIONS, LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY OTHER LOSSES RESULTING FROM CUSTOMER'S USE OF THE SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF SUNGARD HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 6.9. Open Negotiation.** CUSTOMER AND SUNGARD HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT INCLUDING THE PRICING IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.
- 6.10. Other Limitations.** The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Subsidiaries, affiliates, its customers or any other Persons. Under no circumstances shall any other Person be considered a third party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly no Subsidiary or customer of Customer or any other Person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement or any right to be consulted in connection with any variation or rescission of this Agreement discussed and/or agreed between SunGard and Customer. Customer shall have no rights or remedies against SunGard except as specifically provided in this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Customer more than one (1) year after Customer first has knowledge of the basis for the action or claim.

7. CONFIDENTIALITY, OWNERSHIP AND RESTRICTIVE COVENANT

- 7.1. Disclosure Restrictions.** All Confidential Information of one party ("Disclosing Party") in the possession of the other ("Receiving Party"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality thereof. One party's Confidential Information shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement, or except as required by law, provided that the other party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees whose responsibilities require such use or access. The Receiving Party shall advise all such employees, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. The Receiving Party shall be liable for any breach of this Agreement by any of its employees or any other Person who obtains access to or possession of any of the Disclosing Party's Confidential Information from or through the Receiving Party. Notwithstanding anything to the contrary herein, SunGard may provide access to Confidential Information to SunGard's domestic and international affiliates, solely in furtherance of the performance of SunGard's obligations under this Agreement.
- 7.2. SunGard's Proprietary Items, Ownership Rights.** The Proprietary Items are trade secrets and proprietary property of SunGard, having great commercial value to SunGard. All Proprietary Items provided to Customer under this Agreement are being provided on a strictly confidential and limited use basis. Customer shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose any Proprietary Item to any Person, or permit any Person to have access to or possession of any Proprietary Item. Title to all Proprietary Items and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall remain exclusively with SunGard, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Customer by virtue of this Agreement. All copies of Proprietary Items in Customer's possession shall remain the exclusive property of SunGard and shall be deemed to be on loan to Customer during the term of this Agreement.
- 7.3. Use Restrictions.** Customer shall not do, attempt to do, nor permit any other Person to do, any of the following:
- (a) use any Proprietary Item for any purpose, at any location or in any manner not specifically authorized by this Agreement; or
 - (b) make or retain any Copy of any Proprietary Item except as specifically authorized by this Agreement; or
 - (c) create or recreate the source code for the Software, or re-engineer, reverse engineer, decompile or disassemble the Software; or
 - (d) modify, adapt, translate or create derivative works based upon the Software or Documentation, or combine or merge any part of the Software or Documentation with or into any other software or documentation save to the extent and in the circumstances permitted or required by applicable law or
 - (e) refer to, obtain guidance from or otherwise use any Proprietary Item as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the Software or to compete with SunGard; or
 - (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any Copy of any Proprietary Item made by Customer; or
 - (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, consultant or partner, any right to use any Proprietary Item, whether on Customer's behalf or otherwise; or



- (h) use the Software to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.
- (i) grant a security interest in or otherwise encumber the Software.

7.4. Notice and Remedy of Breaches. Each party shall promptly give written notice to the other of any actual or suspected breach by it of any of the provisions of this Section 7, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

7.5. Enforcement. Each party acknowledges that the restrictions in this Agreement are reasonable and necessary to protect the other's legitimate business interests. Each party acknowledges that any breach of any of the provisions of this Section 7 shall result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other Person may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Section 7.

8. TERMINATION

8.1. Termination by Customer. Customer may immediately terminate this Agreement, by giving written notice of termination to SunGard, upon the occurrence of any of the following events:

- (a) SunGard breaches any of its material obligations under this Agreement and does not cure the breach within thirty (30) days (provided that the breach is susceptible to cure) after Customer gives written notice to SunGard describing the breach in reasonable detail.
- (b) SunGard dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.

8.2. Termination by SunGard. SunGard may immediately terminate this Agreement, by giving written notice of termination to Customer, upon the occurrence of any of the following events:

- (a) Customer breaches any of its material obligations under this Agreement, including Customer's failure to pay any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a Good Faith Dispute, except for Customer's failure to pay any amount payable with respect to a Renewal Support Term, and does not cure the breach within thirty (30) days (provided that the breach is susceptible to cure) after SunGard gives written notice to Customer describing the breach in reasonable detail.
- (b) Customer dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.

8.3. Expiration of Term. Unless otherwise stated thereon, a Software Schedule shall have a license term ("License Term") that expires five (5) years from the Effective Date for the Software identified thereon. This Agreement shall automatically terminate at the expiration or termination of the last Software Schedule.

8.4. Effect of Termination.

- (a) Upon the effective date of termination of ongoing support services by Customer or at any time when Customer has failed to pay the Yearly Support Fees ("Support Termination Date"), (i) SunGard shall discontinue providing all ongoing support services under Section 3.1, (ii) any SunGard warranties under this Agreement shall cease to apply for the period after the Support Termination Date, and (iii) SunGard shall have no liability with respect to Customer's use of the Software after the Support Termination Date.

- (b) Upon termination of this Agreement, whether under this Section 8 or otherwise, or upon the expiration or termination of a Software Schedule, Customer shall: (a) discontinue all use of all affected Software and Documentation, (b) promptly return to SunGard all copies of the affected Software and Documentation and any other affected Proprietary Items then in Customer's possession, and (c) give written notice to SunGard certifying that all copies of the affected Software have been permanently deleted from its computers. Customer shall remain liable for all payments due to SunGard with respect to the period ending on the date of termination. The provisions of Sections 5, 6 (excluding all warranties), 7 and 9 shall survive any termination of this Agreement, whether under this Section 8 or otherwise.

8.5. Certain Other Remedies for Nonpayment. If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a Good Faith Dispute, in addition to all other rights and remedies which SunGard may have at law or in equity, SunGard may, in its sole discretion and without further notice to Customer, suspend performance of any or all of its obligations under this Agreement (including its ongoing support services under Section 3.1) until all past due amounts are paid in full.

9. OTHER PROVISIONS

9.1. Notice. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt, the third business day after being mailed by first class certified air mail, or the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, provided that a signed written original is sent by one of the foregoing methods within twenty-four (24) hours thereafter. Customer's address for notices is stated on Part A of a Software Schedule. SunGard's address for notices is 25 Canada Square, London E14 5LQ, Attention: Company Secretary, Facsimile: 00 44 20 8081 2001, with copies to with copies to SunGard Energy Systems Inc., 1331 Lamar Street Suite 950, Houston, TX 77010 Attention: President, facsimile: +1-713-210-8007, AND SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel for any (a) notice by Customer alleging a breach of this Agreement by SunGard, or (b) a termination of this Agreement or a Software Schedule. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section 9.1.

9.2. Publicity. SunGard shall be permitted to publicize the license sale hereunder as long as such publicizing does not infringe the terms of Section 7.1.

9.3. Defined Terms. As used in this Agreement, the following terms have the following meanings:

- (a) "Confidential Information" means all business information disclosed by one party to the other in connection with this Agreement unless it is or later becomes publicly available through no fault of the other party or it was or later is rightfully developed or obtained by the other party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include Customer's data and the details of Customer's computer operations and shall also include SunGard's Proprietary Items. Confidential Information shall include the terms of this Agreement, but not the fact that this Agreement has been signed, the identity of the parties hereto or the identity of the products licensed under a Software Schedule.
- (b) "Copy," whether capitalized or not, means any paper, disk, tape, film, memory device, or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
- (c) "Data Feed" means electronic time series data provided by SunGard or through SunGard by a third party, normally on either a historical or a regular, recurring basis.
- (d) "Errors" means failures of the Latest Release to perform in accordance with the Documentation.
- (e) "Export Laws" means all laws, administrative regulations, and executive orders of any Applicable Jurisdiction relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property, or registration of this Agreement. "Applicable



Jurisdiction" means the U.S., U.K. and any other jurisdiction where any Proprietary Items will be located or from where any Proprietary Items will be accessed under this Agreement.

- (f) "Good Faith Dispute" means a good faith dispute by Customer of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (1) Customer has given written notice of the dispute to SunGard promptly after receiving the invoice and (2) the notice explains Customer's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because a certain amounts on the invoice have been disputed.
- (g) "including," whether capitalized or not, means including but not limited to.
- (h) "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority, or other entity of any nature.
- (i) "Proprietary Items" means, collectively, the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, releases, refinements, improvements and enhancements of the Software or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing, and all copies of the foregoing.
- (j) "Releases" means such modifications, revisions and updates to the Software which SunGard, in its sole discretion, incorporates into the Software without requiring its then existing client base to pay a separate fee for its use.
- (k) "Solution" means any program(s) or derivative works or other modifications of the Software developed by or on behalf of Customer to the extent such modifications are permitted as described on Part A of a Software Schedule or in the Documentation.
- (l) "Subsidiaries" means all current and future business entities of which a Person owns, directly or indirectly, more than fifty percent (50%) of the equity securities or other equity interest granting such Person voting rights exercisable in electing the management of the entities, for so long as such ownership exists.

9.4. Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, to the extent permitted hereby, their respective successors and assigns.
- (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without SunGard's prior written consent, except that such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Subsidiaries or affiliates) or (ii) a Subsidiary of Customer, provided that the scope of each license granted under this Agreement does not change; in the case of such an assignment Customer guarantees the obligations of the assignee. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Subsidiaries in the case of an assignment to that Subsidiary under this Section and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Agreement ("Customer Assignment").
- (c) In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "Customer Additional Business Acquisition"), Customer shall give written notice to SunGard at least thirty (30) days before such Customer Additional Business Acquisition certifying the expected use of the Software to process any additional business related to such Customer Additional Business Acquisition ("Acquired Business"). If any Customer Additional Business Acquisition occurs, Customer may continue to process its business to the extent it existed



before such Customer Additional Business Acquisition but Customer may not use the Software to process any Acquired Business until and unless Customer has paid to SunGard an Acquired Business fee, to be negotiated at the time of the Customer Additional Business Acquisition. Any use of the Software to process any Acquired Business before the payment of such fee shall be deemed a material breach of this Agreement. Customer shall promptly complete and return to SunGard periodic certifications which SunGard, in its sole discretion, may from time to time send to Customer, certifying the actual use of the Software to process any Acquired Business.

- 9.5. Export Laws and Use Outside of the United States.** Customer shall comply with the Export Laws. Customer shall not export or re-export directly or indirectly (including via remote access) any part of the Software or Confidential Information to any country to which a license is required under the Export Laws without first obtaining a license. If at any time SunGard determines that the laws of any country have become insufficient to protect its rights in the Software, both parties shall work in good faith to protect SunGard's rights in that country.
- 9.6. Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.
- 9.7. Entire Understanding.** This Agreement, which includes and incorporates the Software Schedules referred to herein, and any other schedules and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer.
- 9.8. Conflicts.** In the event of any conflict between this Agreement and any Software Schedule, the terms of the Software Schedule shall govern, unless otherwise stated in the applicable Software Schedule.
- 9.9. Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.
- 9.10. Audit.** SunGard may, at its expense and by giving reasonable advance written notice to Customer, enter Customer locations during normal business hours and audit the number of copies of the Software and Documentation in Customer's possession, the Scope of Use and information pertaining to Customer's compliance with the provisions of Sections 1, 7 or 9.4(c). If SunGard discovers that there is an unauthorized Scope of Use or that Customer is not in compliance with the provisions of Sections 1, 7 or 9.4 in any material respect, then Customer shall reimburse SunGard for the expenses incurred by SunGard in conducting the audit.
- 9.11. Severability.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement.
- 9.12. Headings.** Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 9.13. Negotiated Terms.** The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.
- 9.14. Personnel.** Customer shall not solicit or recruit for employment or consulting purposes, directly or through any recruiting service, any SunGard employee, during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement. Customer shall not seek information regarding SunGard's personnel not working for Customer under this Agreement. In addition, Customer shall not hire any SunGard employee with whom it has worked under this Agreement, directly or indirectly, or about whom it has learned information from SunGard or any of SunGard's employees, during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement. For purposes of this provision, the term (i) SunGard employee shall mean any current employee of SunGard, as well as any former employee



of SunGard whose employment with SunGard was terminated by the employee within six (6) months of the proposed hire date by Customer or whose employment with SunGard was terminated by SunGard for employee's breach of his/her Employee Agreement or related obligations to SunGard within twelve (12) months of the proposed hire date by Customer, and (ii) "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis.

9.15. Jurisdiction and Governing Law. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF FRANCE, AND THE PARTIES HERETO HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION OF THE TRIBUNAL DE COMMERCE DE PARIS, WITH RESPECT TO ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY THEREOF.

9.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If this Agreement is executed via facsimile, each party hereto shall provide the other party with an original executed signature page within five (5) days following the execution of this Agreement.

**SOFTWARE SCHEDULE # 1
TO SOFTWARE LICENSE AGREEMENT**

BETWEEN

SUNGARD ENERGY SOLUTIONS LIMITED

a United Kingdom company, with registered number 1889028 and having its registered office at 25 Canada Square, London E14 5LQ

("SunGard")

AND

SOCIETE NATIONALE D'ELECTRICITE ET DE THERMIQUE

a limited company (Société Anonyme), with registered number (SIREN) 399 361 468 and having its registered office at 2 rue Jacques Daguerre, 92565 Reuil Malmaison Cedex, France

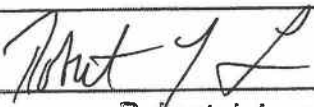
("Customer")

With an Effective Date Of 12 June 2008 ("Agreement")

Software Schedule Date
12 June 2008,

("Software Schedule Effective Date")

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Software Schedule and agree that the Software Schedule represents a separate contract between the Parties that incorporates and is governed by all of the terms of the Agreement.

SUNGARD ENERGY SOLUTIONS LIMITED, A SUBSIDIARY OF SUNGARD ENERGY SYSTEMS INC.	SOCIETE NATIONALE D'ELECTRICITE ET DE THERMIQUE endesa france
By: 	By:  Société Nationale d'Electricité et de Thermique 2, rue Jacques Daguerre 92565 RUEIL MALMAISON
Print Name: Robert J. Low	Print Name: Stéphane MOREL
Print Title: Chief Financial Officer	Print Title: Secrétaire Général SNET
Date Signed: JUN 25 2008	Date Signed: 20.06.08

SunGard Energy Systems

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PART A TO SOFTWARE SCHEDULE # 1
DATED 12 June, 2008

SOFTWARE AND RELATED INFORMATION

SOFTWARE	ZaiNet Base Product Deal Entry Price Capture Reports Core Risk Modules Energy Trade Blotter Commodities Modules: Power Trading Gas Trading Crude Products/NGL Trading Coal Trading Foreign Exchange Trading Front Office Modules: Real Time Monitors: Positions, P&L Real Time monitors: Credit Stress Reporting Current Credit Exposure Book Security P&L Attribution Reporting Master Agreement Module Generation/Load Capture Risk Deconstruction Reporting Message Center Back Office Module: Cash Applicable Invoicing and Checkout Advanced Analytics: Monte Carlo VaR Foreign Exchange Potential Credit Option Models Vanilla American European Exotic Complex Adapters & Interfaces Publisher Importer Trade Importer Price Importer Schedule Importer Static Data Entegrate Data Exchange (EDX) Interface Staging Environment COBRA-COM Adapter
DOCUMENTATION	: On-Line Documentation
DESIGNATED LOCATION(S)	: Issyles Moulinaux Reuil Malmaison (France)

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DESIGNATED COMPUTER(S)	: Any computer compatible with the Specified Configuration set forth on Part B to this Software Schedule.
REGION	: France
LICENSE TERM	: Five (5) years
INITIAL SUPPORT TERM	: Twelve (12) months from this Software Schedule Effective Date. Thereafter, SunGard shall continue to offer support services at the fees stated in this Agreement for additional one year periods ("Renewal Support Term"), unless Customer gives SunGard written notice of its intent to terminate ongoing support services at least ninety (90) days before the end of the Initial Support Term or a Renewal Support Term. In the event that Customer terminates on-going support services and then subsequently wishes to reinstate such ongoing support services, Customer shall pay to SunGard the support fees that would have been charged during the period between termination and reinstatement. SunGard shall make available to Customer on-going support services for the Software for a two (2) year period from the Software Schedule Effective Date, at the Yearly Support Fee set forth below, plus any permitted increase to such Yearly Support Fee subject to the Yearly Support Fee Increase Limitation set forth below. Thereafter, SunGard shall have the right to terminate on-going support services upon providing Customer with thirty (30) days written notice prior to any Renewal Support Term.
PLATFORM	: As set forth in Part B of this Software Schedule
NUMBER OF USERS	: Ten (10) Named Users
NUMBER OF PRODUCTION DATABASES	: One (1) Production Database
DATABASE CONFIGURATION	: One (1) Production (as set forth above), one (1) backup and one (1) Test
LICENSE FEE	: One hundred seventy-six thousand two hundred twenty-two Euros (€176,200)
PAYMENT OF LICENSE FEE	: The License Fees will be due and payable using the following payment plan: • Thirty percent (30%) of the License Fee is due and payable on this Software Schedule Effective Date, • Seventy percent (70%) of the License Fee is due and payable ninety (90) days from this Software Schedule Effective Date, and all License Fee amounts shall be paid via wire transfer as follows: Bank of America, PO Box 407, 5 Canada Square, London, E14 5AQ, United Kingdom; Account Name: SunGard Energy Solutions Limited; Sort Code: 16-50-50; Account Number: 68556029.
YEARLY SUPPORT FEE	: Thirty-five thousand two hundred forty-four Euros (€ 35,244), which fee shall be due and payable on this Software Schedule Effective Date. The first payment shall be a pro-rated amount beginning on this Software Schedule Effective Date through December 31, 2008. Customers annual maintenance term will commencing January 1 of each year and ending December 31 of the same year.

YEARLY INCREASE LIMITATION

: Not to exceed UK retail price (RPI)+ 2% per year

DESCRIPTION OF MINIMUM IMPLEMENTATION SERVICES

: SunGard shall provide to Customer the Implementation Services described on Part C of this Software Schedule, on a time and materials basis, plus expenses.

INSTALLATION

: Installation shall occur within ninety (90) days from the Software Schedule Effective Date

STANDARD PROFESSIONAL FEE RATES IN EFFECT ON DATE OF AGREEMENT

Professional service Rate	Euro / Hour	Euro / Day (*)
VP/ Principal	330.00	2640.00
Senior Manager / Director	272.80	2180.00
Manager/Project Manager	242.00	1936.00
Senior Consultant	220.00	1760.00
Consultant	184.80	1478.00

(*) Based on an 8 hour working day.

ADDRESS FOR INVOICES

: Attention: Mr. Pierre Pawlowski
SNET France
2 rue Jacques Daguerre
92565 Reuil Malmaison
Facsimile: + 33147523999
Email: Pierre.pawlowski@endesafrance.fr

ADDRESS FOR NOTICES

: Attention: Mr. Pierre Pawlowski
SNET France
2 rue Jacques Daguerre
92565 Reuil Malmaison
Facsimile: + 33147523999
Email: Pierre.pawlowski@endesafrance.fr

OTHER TERMS

: In the event of any acquisition of additional assets or ownership of legal entities by Customer, whether by asset acquisition, merger or otherwise by operation of law (a "Customer Change"), Customer shall give written notice to SunGard of such Customer Change if the expected use of the Software to process any additional trades resulting from the Customer Change will (i) exceed ten percent (10%) ("Change Threshold") of the number of trades processed prior to such Customer Change, or (ii) not exceed the Change Threshold but when the impact of the Customer Change together with other Customer Changes (such Customer Changes taking place within twelve (12) months following the Effective Date or the last notification that is due to the operation of this provision, whichever is the latter) which did not exceed the Change Threshold result in the cumulative number of transactions processed following such Customer Change exceeding ten percent (10%), with each of (i) and (ii) constituting a "Customer Material Change".

For the avoidance of doubt, Customer's purchase of Software is for the exclusive use of Customer and its business operations as of this Software Schedule Effective Date. Customer's operated business use does not include EON UK, EON Germany or any other subsidiary or affiliate company.

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Customer understands and agrees Customer's affiliate's EON UK software license will not be transferred nor consolidated with Software purchased under this Agreement.

If any Customer Material Change occurs, Customer agrees that SunGard shall be entitled to increase the License Fee set forth above according to the same percentage increase the "Customer Change" or in case a certain amount define upon mutual agreement.

For the purpose of calculating the number of trades SunGard shall provide a system report to Customer that will enable Customer to calculate the number of trades.

Provided that all fees then due and owing by Customer have been paid, Customer is hereby granted the following options to purchase software licenses (subject to the terms of the Agreement) to be exercised by signing a additional software Schedules: Emissions Allowances Trading/Inventory Mgmt (ETS) module for €80,000 Euros. Price valid up to 31st of December 2008

After the five (5) year license term, Customer may purchase an additional five(5) year license term for the license renewal fee of One hundred seventy-six thousand two hundred twenty-two Euros (€176.222), plus the inflation rate (UK RPI) during this period. This license renewal fee applies exclusively to the modules and number of users provided above, shall not include any additional delivery of software whatsoever, and does not include any additional modules or users licensed subsequent to the Addendum Effective Date.

PART B TO SOFTWARE SCHEDULE # 1
DATED 12 June, 2008

SPECIFIED CONFIGURATION

Minimum Hardware and Software Requirements
for Installation of ZaiNet® Server on a Windows 2000/2003 Server

Windows 2000/2003 Server Configuration - Hardware

CPU	Pentium III based, 1.2 GHz+ Dual (2) processor servers recommended Separate application and database servers recommended
Memory	4 GB+ (addressable) recommended
Disk	15 GB minimum, Ultra-SCSI recommended
Video Adapter	SVGA Graphics required
I/O devices	CD ROM, 3.5" floppy drive, Tape Backup
Backup Server	Recommended
Network Adapter	Ethernet or Token Ring Adapter (100MB recommended)
UPS	Recommended
Internet Access	Recommended

Windows 2000/2003 Server Configuration - Software

Operating System	Windows 2000/2003 Server (Service Pack 2-3) , English or International version recommended
Database	Oracle Server 9i (versions 9.2.0.1 or 9.2.0.3) or 10g
Database Connectivity*	ZaiNet – Merant ODBC Drivers 4.2 or higher

PC Customer Configuration

CPU	Pentium III 750 MHz+
Operating System	Windows 2000/2003 Service Pack 2 to 3, Windows XP Service Pack 1
Network Card	Ethernet NIC (100MB recommended)
Communications Software	TCP/IP
Memory	256 MB or greater (512 MB recommended)
For ETB use:	512 MB or greater
Disk space required	Minimum 300 MB
Video Adapter	SVGA Graphics required
Printer	Windows compatible Laser printer
Browser	Internet Explorer or Netscape Navigator (required for On-line help; IE components recommended)

Network Configuration

Hardware	Ethernet, 100Mbps LAN recommended
Software	TCP/IP

* Merant ODBC Drivers must be ordered though Sungard

** Future versions of the Software may require Hardware modifications.

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PART C TO SOFTWARE SCHEDULE # 1
DATED 12 June, 2008

IMPLEMENTATION SERVICES

Implementation of ZaiNet will be handled by Customer resources

PART D TO SOFTWARE SCHEDULE # 1
DATED 12 June, 2008

SUPPORT PROCEDURES

(a) **Telephone Support.** During normal business hours, SunGard shall provide access to at least one of the following people: (i) the primary support person for Customer account, (ii) the project manager for Customer's account or (iii) a senior manager of SunGard. Customer agrees to attempt to contact such person in the order listed above; provided however, that Customer shall first attempt to internally resolve the problem. Normal business hours shall mean Monday through Friday 8:00 am through 6:00 p.m. GMT/BST United Kingdom working days, excluding United Kingdom holidays.

(b) **Error Corrections.** SunGard shall use commercially reasonable efforts to correct Errors as follows:

1. **Classification of Errors.** An Error shall be classified in accordance with the following terms:

Class 1 Error. A "Class 1 Error" is any Error that renders continued use of the Software either impossible or seriously impractical and either interrupts production by Customer or makes continued production substantially costly to Customer.

Class 2 Error. A "Class 2 Error" is any Error that is not a Class 1 Error.

2. **Notification of Errors.** SunGard shall provide to Customer a list of persons (in increasing positions of authority) and telephone numbers ("Calling List") for Customer to contact in order to report an error. When reporting any Error, Customer shall provide the classification of the Error and reasonably detailed documentation and explanation, together with underlying data, to substantiate the Error and to assist SunGard in its efforts to diagnose and correct the Error. Customer will immediately report any Class 1 Error. If SunGard detects a Class 1 Error, then SunGard will immediately contact Customer.

3. **Response Time.** SunGard shall use commercially reasonable efforts to respond to Customer's initial Error reports with off-site telephone consultation, assistance and advice within one (1) hour for Class 1 Errors and within four (4) hours for Class 2 Errors, but in any event, SunGard shall respond within four working hours. If SunGard fails to so respond, or if the designated person from the Calling List is not available when Customer makes contact with SunGard to report an Error, then Customer shall attempt to contact the next more responsible person of the Calling List until contact is made and a designated person responds to the call.

Class 1 Errors. For any Class 1 Error, SunGard shall take all reasonably necessary steps to supply a reasonable work-around or correction to Customer as soon as possible. This will include assigning qualified, dedicated staff to work on the Error, at either the SunGard site or Designated Location as necessary. Upon detecting or being notified of a Class 1 Error, SunGard shall immediately assemble the appropriate personnel to analyze the problem, identify potential solutions and determine the best plan of action. Customer shall participate in this process when necessary and provide SunGard with additional documentation and examples, if possible, to assist in resolving the Error. SunGard personnel shall be dedicated to resolving the Error until an acceptable work-around or correction is supplied or until SunGard determines in its reasonable judgment after consultation with Customer that a work around or correction cannot be produced. A SunGard representative shall keep Customer informed of the status.

Class 2 Errors. For any Class 2 Error, SunGard shall work with Customer to document the Error through established standards. SunGard personnel shall be dedicated to resolving Class 2 Errors through SunGard's normal software support procedures.

PART E TO SOFTWARE SCHEDULE # 1
DATED 12 June, 2008

TRAINING SERVICES

SunGard will provide training to Customer regarding ZaiNet software ("Training"). Below is an outline of the Training requirements, assumptions, and syllabus.

Description of Training Service	Quantity	Estimated Total
Instructor-led Classroom Training	XXX attendees @ \$000/per person	\$ 00
One training manual set per person	XXX sets	\$ 00
Subscription to SunRise Online Learning System	XXX Subscriptions for 6 months	\$ 00
Total Estimate Based on Customer's Estimated Trainees		\$00

Notes

- Estimate does NOT include travel, lodging and meal expenses for trainer. The trainer will make every effort to make reasonable travel and lodging accommodations. Customer shall pay SunGard's then current per diem rates for the applicable location plus actual travel and other pre-approved out of pocket expenses incurred by SunGard in the performance of SunGard's Training in accordance with the payment terms of the Agreement.
- A minimum number of four (4) attendees is required for all training sessions. Any exceptions allowed for special circumstances are stated herein.
- Final billing will be based on actual number of attendees; however, the price per person as stated above applies to a minimum of _____ attendees. If the total number of actual attendees falls below _____, the price per person for ALL attendees will be \$_____/per person. If the number of actual attendees falls below _____, the price per person for ALL attendees will be \$_____/per person. If the number of actual attendees falls below _____, the price per person for ALL attendees will be \$_____/per person. If the number of actual attendees falls below _____, the price per person for ALL attendees will be \$_____/per person.
- SunGard will invoice Customer for Training on completion of the Training. Customer will pay the invoiced amount within thirty (30) days from the date of SunGard's invoice ("Payment Date"). Any amount payable by Customer to SunGard hereunder which is not paid by the Payment Date shall be subject to late penalty fees equal to the lesser of 1.5% per month or the maximum amount permitted by law, calculated on a daily basis without prejudice to SunGard's right to receive payment on such due dates. All payments shall be made by check or by wire transfer. Checks should be mailed to our lockbox: Bank of America, 12712 Collection Center Drive, Chicago, IL 60693. Wire transfer instructions are: Bank of America, ABA Number: 0260-0959-3 Account No.: 81880-15354, Account Name: Sungard Energy Systems Inc. The subscribers to the complimentary (6 months) SunRise Online Learning System can continue the subscription for \$500/per person/per year.
- The Customer's representative is responsible for scheduling all expected attendees. This includes notifying them of scheduled date, times and location.
- While training may be provided to all personnel indicated by Customer, Customer's use of _____ name must be consistent with applicable license restrictions, including, without limitation, restrictions on the number and location of _____ users

This summary includes a brief description and overview of Training to be delivered:

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