

STANDARD TERMS AND CONDITIONS FOR END USER LICENSE REGARDING FTP INFORMATION AT NORD POOL SPOT AS

These Standard Terms and Conditions apply to all usage of FTP Information provided by Nord Pool Spot AS (**NPS**). All parties being given access to the login information (password/username etc.) to the NPS FTP-servers acknowledges to be bound by these Standard Terms and Conditions (the **User**).

1. DEFINITIONS

In these Standard Terms and Conditions, unless the context requires otherwise, all defined terms shall have the meaning as set out below.

FTP Information means information on NPS FTP-servers , as further specified from time to time in the Outline NPS FTP Document

FTP Servers <ftp://ftp.nordpoolspot.com>
<ftp://n2ex.nordpoolspot.com>

License means a right to use the FTP Information indicated in Section 2 in these Standard Terms and Conditions

2. LICENSE GRANTED

By being given access to the FTP-servers by NPS, NPS has granted the User a License to parts or whole of the FTP Information as further agreed and which will appear from the extent of the access.

The User may not transfer the License to any third party without prior written approval from NPS.

NPS will, throughout these Standard Terms and Conditions (i) supply the FTP Information to the User on a non-exclusive basis; (ii) grant to the User a non-exclusive License to use, store and process the FTP Information in accordance with these Standard Terms and Conditions.

The User may only use the FTP Information in accordance with these Standard Terms and Conditions. For the avoidance of doubt, the User may not in any way redistribute, except as set forth in Section 3 below, the FTP Information. Furthermore the User is obliged to pay NPS the Fees in accordance with Section 7 in these Standard Terms and Conditions.

3. DISTRIBUTION TO AFFILIATES

The User may distribute any FTP Information supplied under these Standard Terms and Conditions to its Affiliates, for their usage of the FTP Information. The User shall ensure that the Affiliates agree to be bound by these Standard Terms and Conditions, and the User is liable for the Affiliates' compliance.

Affiliates of the User mean the following:

- (a) the ultimate holding company (the **Parent**) controlling the User (where control means owning 50 % or more of the stock, equity or property of the User
- (b) any legal entity directly controlled by, controlling or under common control of the Parent
- (c) a firm, undertaking, joint venture, association, partnership or other form of business organization in which the User directly or indirectly has an ownership interest of 50 % or more.

4. QUALITY OF THE FTP INFORMATION

NPS does not warrant that the FTP Information will be complete or error-free. However, NPS will use reasonable effort to give accurate and complete information through the FTP-servers and correct found errors or omissions as soon as possible.

NPS reserves the right to, at all times and in its sole discretion, add, alter or delete any part of the FTP Information. NPS will seek to well in advance notify the FTP users of any such changes.

5. CONTACT INFORMATION

The User shall at all times ensure via e-mail or other written means that NPS has correct contact details including contact person, e-mail address, telephone number, company name and invoicing address.

Questions related to these Standard Terms and content of the FTP-servers shall be addressed to NPS department Power Data Services, pds@npspot.com.

6. LIABILITY

NPS shall not be liable to the User for any loss or damage arising directly or indirectly in connection with these Standard Terms and Conditions or the use of the FTP Information by the User.

Neither NPS or the User shall be liable to the other party for any indirect, incidental, punitive, special or consequential cost, damages or loss arising out of or in connection with these Standard Terms and Conditions, regardless of whether the other party has been advised of the possibility of such damages, cost or loss and regardless of negligence in any form.

7. FEES

The fees set out in Appendix 1 to these Standard Terms and Conditions (the **Fees**) shall be paid yearly in advance within thirty (30) days of receipt of invoice.

Without prejudice to any other remedy NPS may have, the User agrees to pay to NPS interest on any overdue sum to run from the date of default to the date of actual payment in full in Accordance with the Norwegian Overdue Payments Interest Act of 19 December 1976 NO 100.

NPS may change the Fees for subsequent calendar year and adjust the content in and number of categories priced separately, by giving the User not less than thirty (30) days prior written notice.

8. TERMINATION

The User may terminate the License upon 30 days prior written notice to NPS.

NPS may terminate the License with immediate effect upon breach of this Standard Terms and Conditions by the User.

Upon termination by NPS or the User the License will be terminated and the access to FTP Information will be closed from the effective date of termination.

Upon Termination of these Standard Terms and Conditions by the User, the User is entitled to receive a refund of 25 % of any prepaid Fees for the given Calendar Year if the Termination is submitted prior to 1 Sep.

9. INTELLECTUAL PROPERTY RIGHTS

Except with respect to the right to use FTP Information as set out in these Standard Terms and Conditions, copyright and all other intellectual property rights in the FTP Information and the information contained therein are vested in NPS.

The User acknowledge that the License shall not constitute an assignment of any copyright, confidential information or any other intellectual properties right whatsoever. The User is obliged to refer to NPS as the source if distributing FTP Information irrespective of whether such distribution is distributed alone or incorporated in other information.

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Standard Terms and Conditions shall be governed by and construed in accordance with Norwegian law.

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APPENDIX 1 to the Standard Terms and Conditions for End User License regarding FTP Information at Nord Pool Spot AS

Fees and Payment valid from 1 January 2012. All prices are exclusive VAT.

NPS FTP SERVER (Nordic & Baltic markets)

Products	Annual Calendar Fee
1. Physical Market	1 200 EUR
2. Operating Data	1 200 EUR
Group discount: Products 1-2	2 000 EUR
3. Report Area Single (1-4)	4 000 NOK
4. Country report	6 700 NOK
5. Nordic Electricity Market Information	7 200 NOK
6. Excel files 5t (only available when subscribing to Country or Area Reports)	5 500 NOK
7. Excel files 2t (only available when subscribing to Country or Area Reports)	2 100 NOK

Discounts for accessing Product 1 and 2 on the NPS FTP-server apply for certain customer groups:

Customer groups	Discount
NPS participants	100%
NPS clients	50%
Academic & Research Institutions	50%
System Developer	50%

NPS FTP SERVER FOR N2EX (UK market)

Products	Annual Calendar Fee
1. Auction	500 EUR
2. Prompt & Spot	750 EUR
FTP products 1-2	1 000 EUR

Discounts for accessing Product 1 and 2 on the NPS FTP-server for N2EX apply for certain customer groups:

Customer groups	Discount
N2EX member physical market	100%
Academic & Research Institutions	50%
System Developer	50%

All payments shall be made to the NPS account specified on the invoice. Payments of all the applicable fees described above shall be invoiced yearly and paid in advance.

Possible discounts

If the User gets access to Products linked to NPS FTP-servers more than 3 months within a calendar year, discounts for that year applies as follows:

A 10 % discount on annual calendar fee from start of each subsequent month, i.e. starting with a 10% discount from the month of April, and ending with a 90% discount from December

However, the following limit applies in case access to Products linked to NPS FTP-servers is granted in the last quarter of a year: The discounted fee is only granted in case the User before gaining access acknowledges it will be a User also in the subsequent year, and otherwise 40% of the applicable calendar annual fee will be applied. This is applicable regardless of how many Products the User subscribes to.