Master Service Agreement XBID Solution – Exhibit 4 XBID-DSA Maintenance Confidential

Exhibit 4 to the XBID-MSA

Deliverable Specific Agreement

for the Maintenance of the XBID Solution

between

EPEX Spot Belgium SA

and

EPEX Spot SE

and

Nord Pool AS

and

OMI, Polo Español, S.A.

and

Gestore dei Mercati Energetici S.P.A.

and

Deutsche Börse AG

Initial of	Initial of	lni-	Initial	Initial	Initial
EPEX	EPEX	tial	of	of	of
Belgium		of Nord Pool	OMIE	GME	DBAG

Confidential

Contents

1.	DEFINITIONS	5
2.	SUBJECT MATTER	5
3.	CONTRACTUAL DOCUMENTS - ATTACHMENTS	5
4.	TERM AND TERMINATION	6
5.	GENERAL SCOPE OF THE MAINTENANCE SERVICES	7
6.	SOFTWARE CORRECTIONS	11
7.	SOFTWARE ENHANCEMENTS	12
8.	NEW RELEASES	12
9.	ACCEPTANCE OF THE NEW RELEASES OF THE XBID SOLUTION BY THE PXS	14
10.	SERVICE LEVELS	15
11.	SERVICE LIMITATION	15
12.	ORGANISATIONAL STRUCTURE AND COMMUNICATION	18
13.	COOPERATION OBLIGATIONS OF PXS	18
14.	REMUNERATION	19
15.	EXCLUSIVITY	19
16.	WARRANTY FOR FITNESS FOR PURPOSE	19

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

This Deliverable Specific Agreement for the Maintenance of the XBID Solution (hereinafter referred to as the *"XBID-DSA Maintenance"* or this *"XBID-DSA"*) is made by and between the following parties:

On the one hand:

(1) EPEX Spot Belgium SA, a company organised and existing under the laws of Belgium, having its registered office at 66 Boulevard de l'Impératrice, 1000 Brussels, Belgium, and registered with Crossroads Bank for Enterprises under the number 874 978 602 (RPR Brussels) and VAT n° BE 0874 978 602, hereinafter referred to as "EPEX Belgium",

and

(2) EPEX Spot SE, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as "EPEX Spot", acting also as legal successor of APX Power BV and APX Commodities Ltd. as a result of a merger,

and

(3) Nord Pool AS, a company organised and existing under the laws of Norway, having its registered office at Vollsveien 17 B, 1366 Lysaker, Norway, and registered with Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° NO 984 058 098 MVA, hereinafter referred to as "Nord Pool",

and

(4) OMI, Polo Español, S.A., a company organised and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4a planta, 28014 Madrid, Spain, and registered with Commercial Register in Madrid under section 8, Hoja: M-506799 and VAT n° ESA86025558, hereinafter referred to as "OMIE",

and

(5) Gestore dei Mercati Energetici S.P.A., a company organised and existing under the laws of Italy, having its registered office at Viale Maresciallo Pilsudski 122/124, 00197 Rome, Italy, and registered in the Companies' Register of Rome under the number RM

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

953866, under Italian tax code and VAT n° IT 06208031002, hereinafter referred to as "GME";

each of the parties (1) - (5) hereinafter individually being also referred to as the "**PX**" and collectively as the "**PXs**",

and on the other hand:

(6) Deutsche Börse AG, an Aktiengesellschaft (AG) organised and existing under the laws of Germany, having its registered office at Mergenthalerallee 61, 65760 Eschborn, Germany, and registered in the Commercial Register Handelsregister HRB under Nr. 32232 and VAT DE 114151950, hereinafter referred to as "DBAG".

Each PX and DBAG hereinafter individually being also referred to as "**Party**" and the PXs and DBAG hereinafter collectively being also referred to as "**Parties**".

Whereas

- A) The Parties have entered into the XBID-MSA which establishes the general terms and conditions under which the PXs assign, in the context set forth in the recitals of the XBID-MSA (which are repeated here to the extent necessary) to DBAG, the provision of the Services as further described in the XBID-DSAs, and DBAG accepts the provision of these Services to each of the PXs;
- B) The PXs have assigned to DBAG the provision of Maintenance Services for the maintenance of the XBID Solution with the aim of being able to use the XBID Solution in the context of the operation of their Intraday Power Spot Markets within the Anticipated Scope of the EU XBID PX Cooperation;
- C) In this XBID-DSA Maintenance, the Parties wish to set forth the terms and conditions under which DBAG provides to the PXs Maintenance Services with regard to the XBID Solution.

NOW THEREFORE and in consideration of the foregoing premises and the mutual covenants set forth herein, the Parties agree as follows:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

1. Definitions

Terms used in this XBID-DSA Maintenance shall have the meaning attributed to them in **Exhibit 1** (*Key Terms & Glossary*).

2. Subject Matter

This XBID-DSA Maintenance sets forth the specific terms and conditions under which DBAG provides to each of the PXs and collectively to all PXs Maintenance Services for the XBID Solution and which apply in addition to the provisions of the XBID-MSA.

For the avoidance of doubt, the provisions of this XBID-DSA Maintenance are without prejudice to the rights of the PXs under the XBID-DSA Development and in particular the application of <u>Section</u> <u>5.7</u> of the XBID-DSA Development and <u>Section 6</u> of the XBID-MSA, which remain unaffected.

3. Contractual Documents - Attachments

3.1 Contractual Documents

The Maintenance Services are governed by this XBID-DSA Maintenance and the XBID-MSA in accordance with <u>Section 3.3</u> of the XBID-MSA.

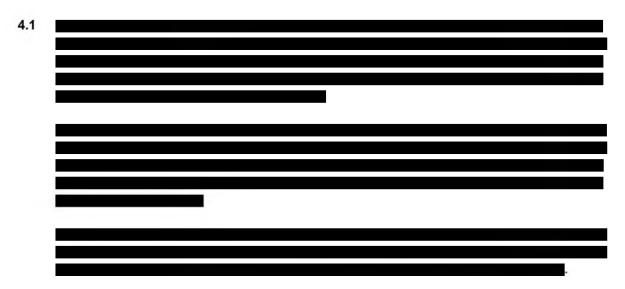
Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential



3.2 XBID-DSA Maintenance Attachments

4. Term and termination



Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

5. General Scope of the Maintenance Services

		_	
-			

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

		_
		•
1		

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

6. Software Corrections

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

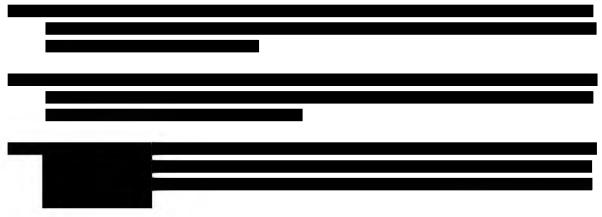
7. Software Enhancements

8. New Releases

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

_	
9.	Acceptance of the new Releases of the XBID Solution by the PXs



Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

10.Service Levels	
11.Service Limitation	

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

_____1

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			

Confidential

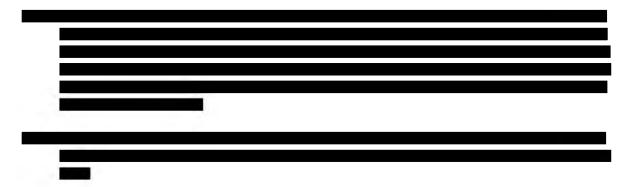
12. Organisational Structure and Communication

13.Cooperation Obligations of PXs

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG
		P001			

Confidential

14. Remuneration



15. Exclusivity

16.Warranty for fitness for purpose



This XBID-DSA Maintenance has been made in six (6) originals, one for each of the undersigned Parties.

(Signature pages follow)

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE – EPEX SPOT BELGIUM SA

for and on behalf of **EPEX Spot Belgium SA** Name: Title: Date: for and on behalf of **EPEX Spot Belgium SA** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE - EPEX SPOT

for and on behalf of **EPEX SPOT SE** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE - NORD POOL

for and on behalf of **Nord Pool AS** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE - OMIE

for and on behalf of **OMI Polo Espanol S.A.** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE - GME

for and on behalf of **Gestore dei Mercati Energetici S.P.A.** Name: Title: Date: for and on behalf of **Gestore dei Mercati Energetici S.P.A.** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord Pool		GME	DBAG

Confidential

SIGNATORY PAGE - DBAG

for and on behalf of **Deutsche Börse AG** Name: Title: Date: for and on behalf of **Deutsche Börse AG** Name: Title: Date:

Initial of	Initial of	Initial	Initial of	Initial	Initial
EPEX	EPEX	of	OMIE	of	of
Belgium		Nord		GME	DBAG
		Pool			