

**MPLS Services Framework Agreement**

**Annex IV**

**Pricing and Financial Conditions**

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

### 1.1 Introduction

This Annex IV sets forth the Charges to be paid by the PXs for the Services provided by Colt, determines the termination fee and further describes the invoicing and service level agreement modalities.

All capitalised terms used in this Annex shall have the meaning set forth in Annex I to the Framework Agreement or in the GTC. Capitalised terms not defined in Annex I or in the GTC shall have the meaning set forth in this Annex IV.

The Charges in this Annex IV are based on a four years contract concerning the MPLS VPN service. The Charges linked to all the documents mentioned in the MPLS Services Framework Agreement and are the counterpart for the duly provision of the Services by the Service provider. The financial offer is defined for the whole scope: number of PXs, collective part and the number of line in regard to the agreed configuration and addresses.

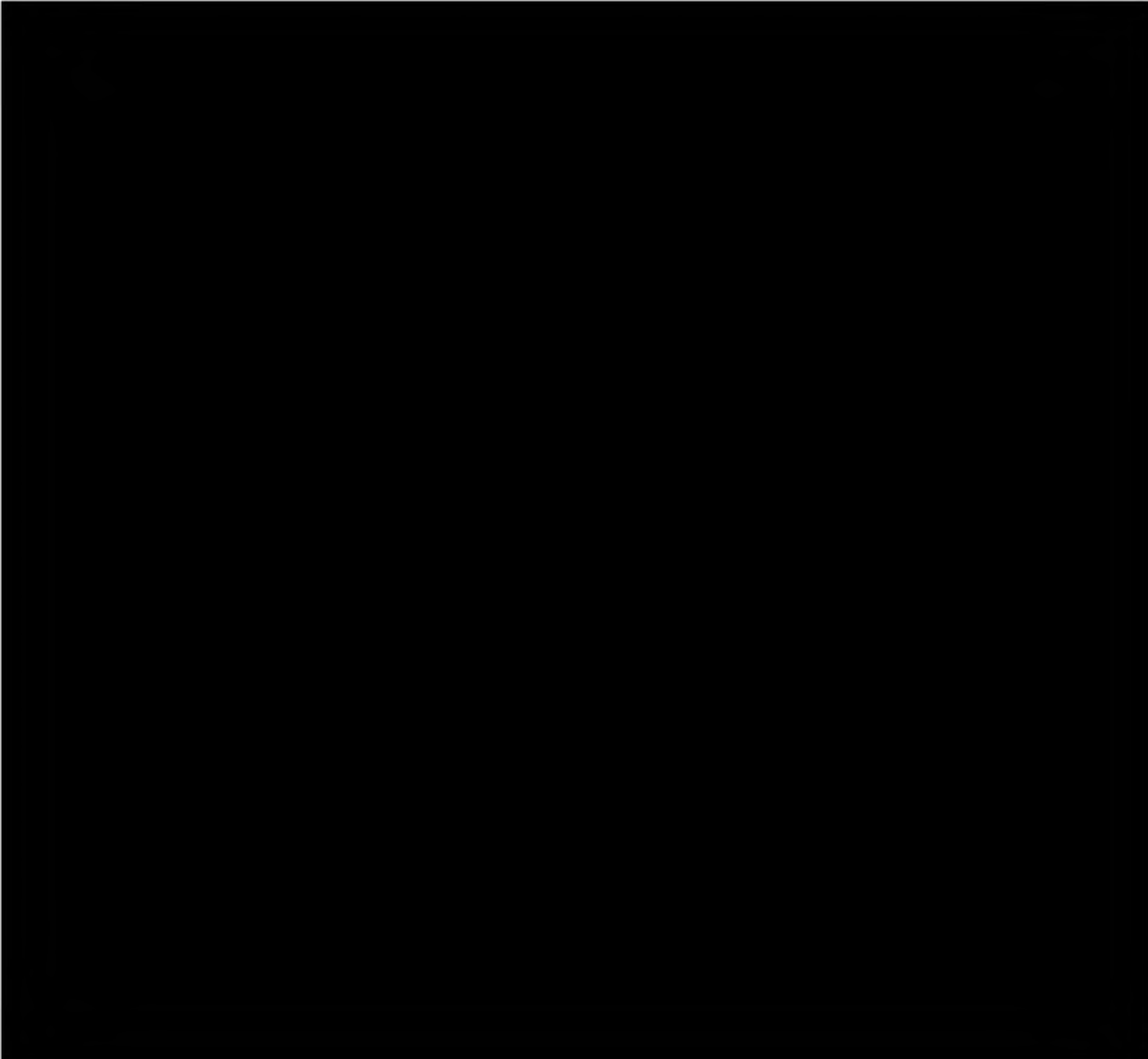
In deviation of article 11, the Charges described in this Annex IV are the only Charges due by the PXs. Should we be required to revise the Charges in order to comply with any change in applicable law, regulation or code of conduct, Service Provider will give PXs as much notice as is reasonable in those circumstances; the notice shall include any information which is prescribed by law (including any right to terminate). In deviation of article 12.1 of the GTC, payment of the Charges shall not occur via direct debit.

### 1.2 Charges for Installation Services

#### 1.2.1 Charges for Services MPLS Communication Network Services Local Trading Systems

The corresponding Charges for the installation Services and the monthly rental charges required at each PXs' end for the PXs' Local Trading System to be connected to the MPLS Communication Network is described here below:

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------



Validity: 29<sup>th</sup> February 2016

**1.2.2 Charges for Services MPLS Communication Network Services DBAG's end - Collective services with specific routers ( DBAG)**

The Charges for the installation Services related to the installation services at DBAG's end for the XBID Solution to be connected to the MPLS Communication Network are to :



Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

The Charges for the monthly rental related to the installation services at DBAG's end for the XBID Solution to be connected to the MPLS Communication Network are equal to : [REDACTED]

This is the detail of these Charges:

[REDACTED]

The Charges for the MPLS Communication Network Services at DBAG's end shall be shared between the PXS and invoiced by the Service Provider according to the following sharing key:

[REDACTED]

In case a new PX joins the project or an active PX quits the project, the distribution can be reviewed. The PXs will specify the new rules to be applied. This could be set up within two months on receipt of PX's notice.

### 1.3. Charges for Project Management Services

The Charges for the Project Management Services shall also be invoiced by the Service Provider according to the above sharing key; unless indicated otherwise by the PXs,...

The Charges for the Project Management Services are equal to [REDACTED]

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

### 1.4 Termination fees

The termination fee to be paid in the event of termination by a PX in accordance with section 8.2 of the Frame Work Agreement shall be as follows:



The termination fees apply for all changes in number of connections that already had been contracted (all connections listed in Annex II. of MPLS Service Agreement) according to the clause 4.1.5 of the Framework.

### 1.5 Service provision

#### 1.5.1 Change location

In accordance with Section 4.1.5 of the Framework Agreement, a PX can change the location of its Local Trading System.

Where after installation of a service a PX would decide to the change in location of its Local Trading System, the Service Provider will provide a description and price offer for the installation Services to be provided to implement such change; to the extent such Services would include the termination of local telecom operator (Annex XI.), the cost of the termination of these services will be identified and quoted;

The price offer will include the following items:

- Migration Charges

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

Depending on the condition described hereafter, the Service Provider will send a proposal to be approved.

- Regarding existing service (Off Net / On Net ; address, bandwidth; terms of contract subscribed by Colt( if Off Net); desinstallation fees, civil works
- Regarding new replacing Service (Off Net/On Net ) address, bandwidth; terms of contract subscribed by Colt ( if Off Net);installation fees; civil works
- Monthly rental Charges

A new price offer will be submitted. If the change of location of the Local Trading solution has no impact on the parameters, namely: bandwidth, country, the monthly rental Charge proposed in 1.2 of this annex will be applicable except if the change of location of the Local Trading Solution is requested within the last year of the contract ( from month 36 to month 48).

A change of location of the Trading Solution is not to be considered as an intention to terminate the Service and no termination fee is due.

**1.6 Additional charges & Charges for intervention out of business hours**

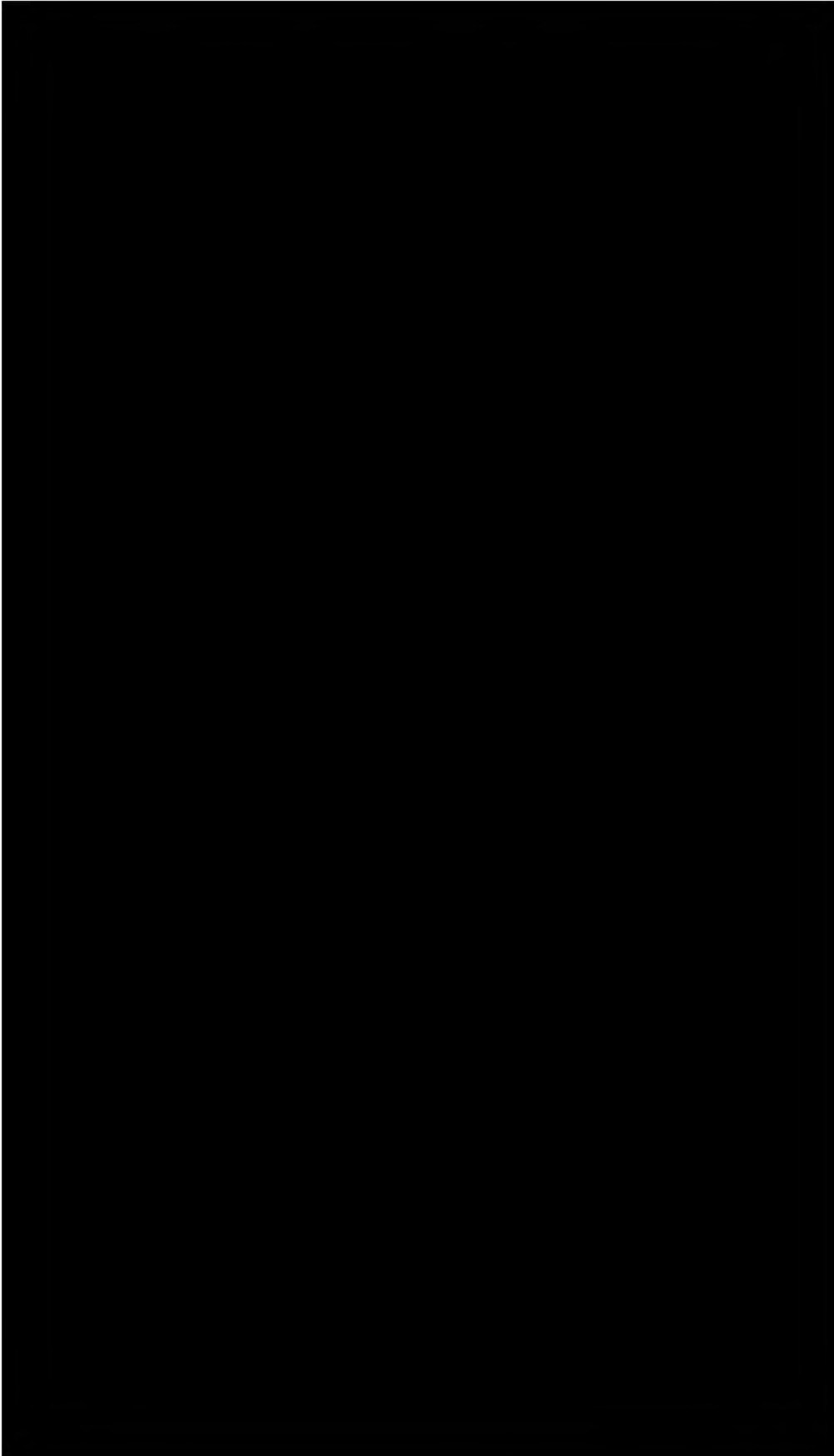
The Charges above do not include internal cabling and intervention out of standard days and hours ( the standard days and hours are :Monday to Friday : 9h – 12h and 14h – 17h).

**Intervention out of business hours**

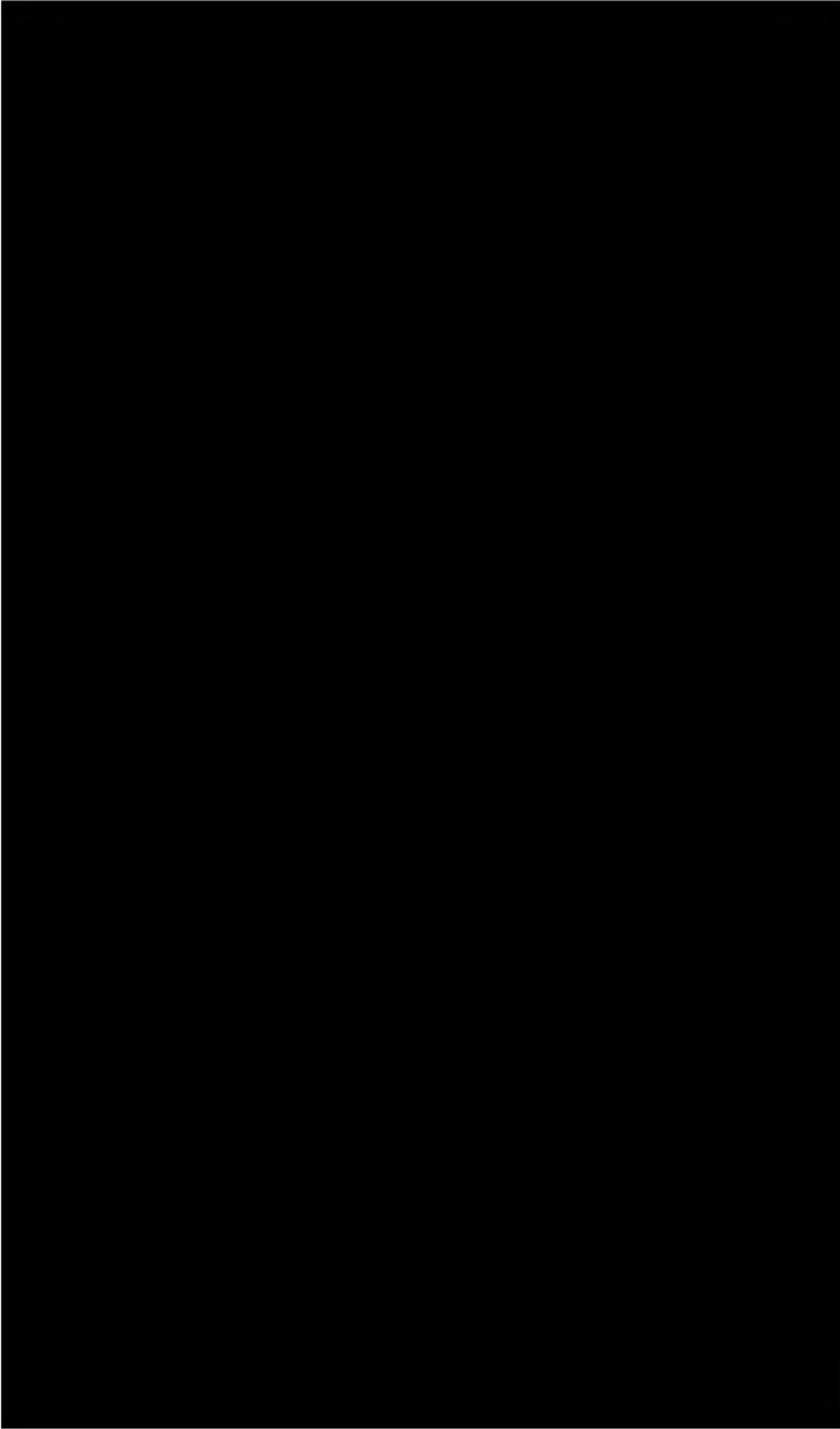


**Internal cabling**

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

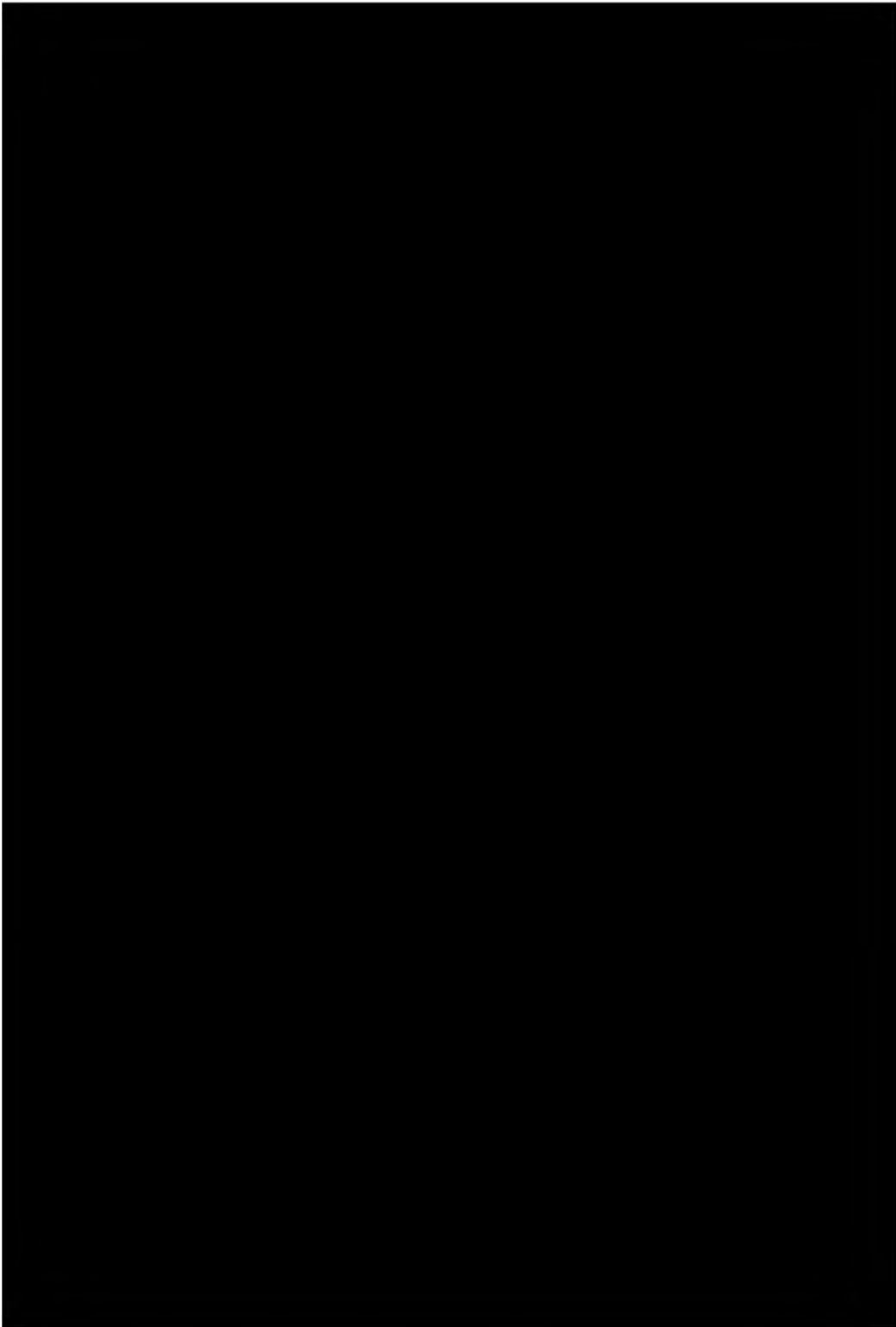


Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------------	----------------------------	-------------------------	-------------------------------	-------------------------------	-----------------------	----------------------	-----------------------

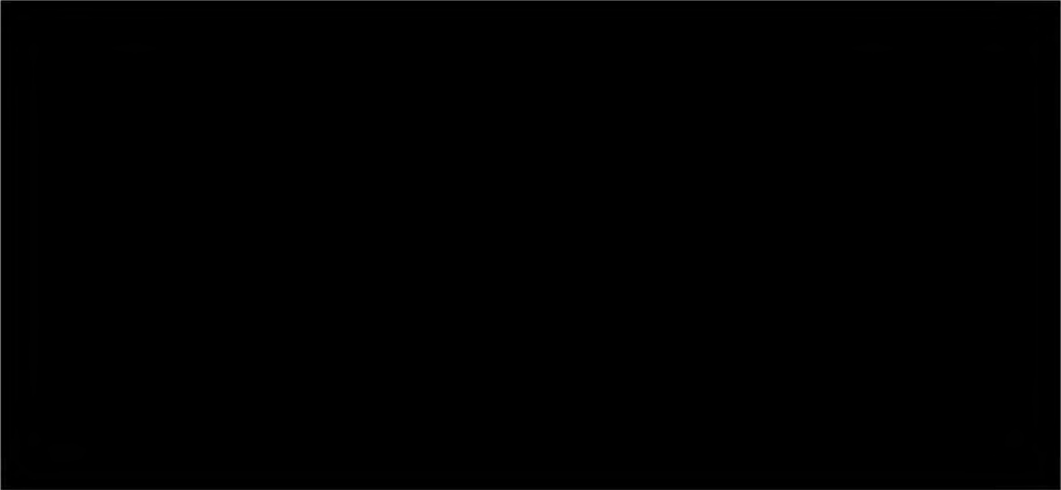


Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------






Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------------	----------------------------	-------------------------	-------------------------------	-------------------------------	-----------------------	----------------------	-----------------------



**Minor Changes on routers**

The charges as described will apply after acceptance.

Each change will be charged at:

 excluded for simple changes per router ( e.g. adding a route in a router, adding a new IP address,...).

PXs will benefit of 12 minor changes for free per year to be applied on the *collective services' routers*.

**Complex changes**

All changes , other than the ones described in the minor changes section above are complex ones. For example - changes like increasing bandwidth, changing type of router or adding or removing a VRF will be managed as project and a specific proposal will be made. In case the collective services are impacted, the payment of the fees will respect the distribution rules defined above unless otherwise stated.

**1.8 Invoices**

The Service Provider will invoice the Charges in accordance with the provisions of Annex VI (section financial management)

Invoices will be sent to:

List of address plus representative

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------

MPLS Services Agreement – Annex IV Pricing and Financial conditions – Confidential

Party	Name contact person	Invoice address	Telephone	VAT-ID	Email
APX					
APX UK					
BELPEX					
EPEX					
GME					
Nord Pool					
OMIE					

Initial of APX	Initial of APX UK	Initial of Belpex	Initial of EPEX Spot	Initial of Nord Pool	Initial of OMIE	Initial of GME	Initial of COLT
----------------	-------------------	-------------------	----------------------	----------------------	-----------------	----------------	-----------------