NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED

DCLF\ICRP TNUoS TRANSPORT & TARIFF MODEL SOFTWARE LICENCE AGREEMENT

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This Agreement is made on the [1]   2014 between

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED

(Company number: 11014226) whose registered office is at 1-3 Strand, London WC2N 5EH (the

"Licensor") and [2   ]

(Company no [3   ]) whose registered office is at [4

] (the "Licensee").

Whereas

The Licensor has produced the DCLF\ICRP TNUoS Transport & Tariff Model Software to enable parties to calculate their Transmission Network Use of system Charges by reference to the Licensor's Charging Statements and has agreed to make the same available to the Licensee on the following terms and conditions.

1.   Definitions

"DCLF\ICRP TNUoS Transport & Tariff Model Software" means the Licensor's spreadsheet and enabling macros used for calculating the marginal costs of investment in the transmission system and the zonal tariffs including any associated user documentation that are licensed to the Licensor in this Agreement for the purpose of calculating Transmission Network use of System Charges.

"Licensee" means the individual or entity as defined in this Licence Agreement, or any subsidiary, subsidiary undertaking or holding company of the entity defined in the letter or any subsidiary or subsidiary undertaking of such holding company (as the aforementioned are defined in The Companies Act 1985 as amended).

"Transmission Network Use of system Charges" means the charges calculated in accordance with the Charging Statements issued by the Licensor in accordance with its electricity Transmission Licence.

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[1] Please enter date
[2] Please enter name
[3] If applicable, otherwise leave blank
[4] Please enter address

2.   Nature of Licence

2.1 In consideration of £1 (receipt of which is hereby acknowledged) the Licensor grants the Licensee a non-exclusive non-transferrable, object code licence to use the DCLF\ICRP TNUoS Transport & Tariff Model Software in Great Britain in accordance with the terms of this Agreement (**"Licence"**).

3.   Duration of the Licence and Updates

3.1 This Licence is granted to the Licensee for an unlimited duration. No other support services are provided by the Licensor after delivery of the DCLF\ICRP TNUoS Transport & Tariff Model Software.

4.   Restrictions on Use

4.1 The following restrictions shall apply to the Licensee's use of the DCLF\ICRP TNUoS Transport & Tariff Model Software:

(a)   the Licensee is restricted to using the DCLF\ICRP TNUoS Transport & Tariff Model Software for calculating Transmission Network use of System Charges in Great Britain;

(b)   the Licensee will not reproduce the DCLF\ICRP TNUoS Transport & Tariff Model Software for sale or otherwise without the prior written agreement of the Licensor;

(c)the Licensee agrees not to copy, modify, adapt, translate, disassemble, decompile reverse engineer or otherwise recreate the enabling macros embedded in the DCLF\ICRP TNUoS Transport & Tariff Model Software.

5. Security and Control

5.1 The Licensee shall during the continuance of the Licence:

(a) effect and maintain adequate security measures to safeguard the DCLF\ICRP TNUoS Transport & Tariff Model Software from access or use by any unauthorised person;

(b) retain the DCLF\ICRP TNUoS Transport & Tariff Model Software and all copies thereof under the Licensee's effective control;

(c) maintain a full and accurate record of the Licensee's copying and disclosure of the DCLF\ICRP TNUoS Transport & Tariff Model Software and shall produce such record to the Licensor on request from time to time.

6. Liability

6.1 The Licensee agrees that the DCLF\ICRP TNUoS Transport & Tariff Model Software is being provided by the Licensor "as is". The Licensor accepts no liability in tort, contract, common law or otherwise howsoever arising for the DCLF\ICRP TNUoS Transport & Tariff Model Software and the use to which it is put by the Licensee. In accepting a licence to use the DCLF\ICRP TNUoS Transport & Tariff Model Software the Licensee is agreeing to indemnify the Licensor against all claims, costs, expenses and liability including consequential loss, loss of profit and loss of business suffered or incurred by the Licensor as a result of the Licensee's use or misuse.

7. Copyright and Intellectual Property

7.1 The Licensee acknowledges the Licensor's exclusive ownership of the DCLF\ICRP TNUoS Transport & Tariff Model Software including the copyright and all other intellectual property rights subsisting throughout the world in the DCLF\ICRP TNUoS Transport & Tariff Model Software and that the structure, organisation and code are the valuable trade secrets of the Licensor. This

Agreement does not grant the Licensee any intellectual property rights relating to the DCLF\ICRP TNUoS Transport & Tariff Model Software.

8.   Licence Enforcement

8.1 The Licensee shall allow the Licensor, at any reasonable time, to check that the DCLF\ICRP TNUoS Transport & Tariff Model Software is not being used outside the terms of this Licence. This checking shall be at the expense of the Licensor. If the Licensee fails to comply with the terms and conditions of this Licence, the Licensor may terminate the Licensee's right to use immediately by giving notice in writing to the Licensee, in which case the Licensee must destroy its copies of the DCLF\ICRP TNUoS Transport & Tariff Model Software.

9.   Termination

9.1 The Licensor may terminate the Licence and Agreement forthwith on giving notice in writing to the Licensee if:

(a)   the Licensee commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed to remedy the breach within 30 days after the receipt of such a request in writing from the Licensor;

(b)   the Licensee permanently discontinues the use of the DCLF\ICRP TNUoS Transport & Tariff Model Software;

(c)the Licensee shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Licensee shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or shall cease to carry on business; or

(d) the Licensee suffers or undergoes any procedure analogous to any of those specified in sub-clause 9.1(c) above or any other procedure available in the country in which the other party is constituted established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor. 9.2 Forthwith upon the termination of the Licence the Licensee shall return to the Licensor the DCLF\ICRP TNUoS Transport & Tariff Model Software and all copies of the whole or any part thereof or, if requested by the Licensor, shall destroy the same and certify in writing to the Licensor that they have been destroyed.

9.3 Any termination of the Licence or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10.   Assignment

The Licensee shall not be entitled to assign, sub-license or otherwise transfer this Agreement nor the Licence whether in whole or in part.

11.   Notices

11.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the Company Registered Office address of the recipient. Any such notice may be delivered personally or by first class pre-paid mail or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class mail 48 hours after posting, if by facsimile transmission, immediately provided that the sender receives a correct answer back transmission report.

12. Law

12.1 This License Agreement shall be subject to the construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales. Nothing in this Clause shall prevent the Licensor from enforcing any of its intellectual property rights subsisting in the DCLF\ICRP TNUoS Transport & Tariff Model Software in any court of competent jurisdiction.

SIGNED FOR AND ON BEHALF OF)

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR

LIMITED) SIGNED FOR AND ON BEHALF OF) 5

[6   ])

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5 Please enter company name or personal name
6 Please sign here