

XOSERVE LIMITED**SERVICES SCHEDULE FOR THE PROVISION OF NON-CODE USER PAYS SERVICES****(REFERENCE NUMBER XNCUP(SS)06)****DATED 20****INTRODUCTION**

- 1 This services schedule forms part of the framework contract for the provision of non-code user pays services entered into between Xoserve Limited and dated 20 (**"the Framework Contract"**).
- 2 Capitalised terms not otherwise defined herein have the meanings given to them or referred to in clause 1 of Part A of the Framework Contract, or in clause 1 of the Conditions (being Part B Annex 2 of the Framework Contract).
- 3 This Services Schedule is divided into 8 Parts and each Part defines a separate Service, as follows:
 - Part 1 – AQ Enquiry Service
 - Part 2 – Email Reporting Service
 - Part 3 – Data Enquiry Service
 - Part 4 – M Number DVD Service
 - Part 5 – Registered User Portfolio Report Service
 - Part 6 – User Telephone Enquiry Service
 - Part 7 – iGT Data Preparation Service
 - Part 8 – iGT Data Provision Service
- 4 The parties agree that this document shall form the Services Schedule for the purposes of the Framework Contract.
- 5 This Services Schedule may be amended from time to time pursuant to the Services Schedule Change Procedure comprised within the Framework Contract.

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Signed for and on behalf of

XOSERVE LIMITED

Name:

Position:

.....

Signed for and on behalf of

Name:

Position:

PART 8

iGT Data Provision Service

Introduction

In order to further the Smart Metering Implementation Programme, the Smart Energy Code will prescribe that a single file (containing both Transporter data and iGT Data relating to the Customer) must be submitted to the Data and Communications Company on a daily basis. It is anticipated that Xoserve will collate such data into a single file ("Single Daily File") and make the daily submissions.

iGT UNC Modification 047 places an obligation on each iGT Licence Holder to store additional data items related to smart metering and to provide certain data items relevant to smart metering arrangements to the Data Communication Company for access control purposes.

A mechanism is required to facilitate Xoserve's receipt of iGT Data for this purpose from iGT Licence Holders. Industry groups have agreed that Xoserve's iGT Smart Metering Communications Service be used for this purpose. It has been agreed that the installation charges and the rental charges in connection with the iGT Smart Metering Communications Service (until such time as the iGT agency services arrangements which are referred to in UNC Modification 0440 and iGT UNC Modification 039 are implemented) shall be recovered by Xoserve (on a cost recovery basis) under the Charges for this iGT Data Provision Service set out in this Part 8. Thereafter, the rental charges shall be the responsibility of the iGT Licence Holders.

Xoserve's charges in connection with the transmission of the Single Daily File to the Data and Communications Company shall be subject to separate contractual arrangements.

The iGT Data Provision Service is the service by Xoserve to (i) install and implement the iGT Smart Metering Communications Service; and (ii) provide helpline and maintenance services in connection with the iGT Smart Metering Communications Service to the iGT Licence Holders.

1 Definitions

1.1 In this Part 8, the following words have the following meanings:

"Freeze Period"	means the period commencing on or around 1 December and expiring on or around 15 January each year (or the period otherwise notified by Xoserve to the iGT Licence Holder);
"iGT Additional Services"	means the additional services not forming part of the Data Provision Service under this Part 8 and which iGT Licence Holders may request be provided by Xoserve at the relevant iGT Licence Holder's cost;
"iGT Contract"	means the contract between Xoserve and an iGT Licence Holder for the provision of iGT Data from the relevant iGT Licence Holder to Xoserve, as may be amended from time to time;

"iGT Data"	means the data specified in paragraph 5 Table 1 below to be submitted to Xoserve by the relevant iGT Licence Holder via the iGT Smart Metering Communications Service;
"iGT Data Provision Service"	means the data provision service provided by Xoserve in accordance with this Part 8, being the installation of Smart Metering Communications Equipment at iGT Licence Holders sites or the site identified under an iGT Group Arrangement, the implementation of the iGT Smart Metering Communications Service and helpline and maintenance services in connection with the Smart Metering Communications Service to iGT Licence Holders;
"iGT Data Provision Service Request"	means a request by the Customer for the provision of the iGT Data Provision Service and submitted in the manner and format approved by Xoserve (such request being the Service Request for the purpose of the Conditions);
"iGT Data Provision Service Request Acknowledgment"	means the message sent by Xoserve to the Customer to confirm receipt of the iGT Data Provision Service Request and to confirm Xoserve's agreement to provide the relevant iGT Data Provision Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions);
"iGT Group Arrangement"	the arrangement between Xoserve and iGT Licence Holders and certain members of their Group (who are also iGT Licence Holders) for the receipt and use of the iGT Smart Metering Communications Service on a shared basis;
"iGT Licence Holder"	means an independent gas transporter granted a licence under section 7(2) of the Gas Act 1986;
"iGT Smart Metering Communications Service"	means the service provided by Xoserve and its contractors to iGT Licence Holders or iGT Licence Holders under an iGT Group Arrangement to enable iGT Licence Holders to submit the iGT Data to Xoserve via Xoserve's IX Network as may be amended from time to time;
"iGT Smart Metering Communications Service Contract"	means the contract between Xoserve and certain iGT Licence Holders to enable iGT Licence Holders and where relevant iGT Licence Holders under an iGT Group Arrangement, to use the iGT Smart Metering Communications Service as may be varied from time to time;

“iGT UNC Modification 039”	means the modification to the iGT Uniform Network Code numbered 039 - Use of a Single Gas Transporter Agency for the common services and systems and processes when so approved by Ofgem;
“iGT UNC Modification 047”	means the modification to the iGT Uniform Network Code numbered 047 – Inclusion of data items relevant to smart metering into existing industry systems when so approved by Ofgem;
“IX Network”	means the information exchange system including the telecommunications network together with the Smart Metering Communications Equipment used to allow communications between Xoserve and iGT Licence Holders or Xoserve and iGT Licence Holders under an iGT Group Arrangement, as such system may be amended from time to time;
“Ofgem”	means the Office of Gas and Electricity Markets;
“Planned Downtime”	means any period that the IX Network or any part thereof is not available for normal use which Xoserve is able to schedule in advance;
“Smart Energy Code”	means the multi party agreement which defines the rights and obligations of energy suppliers, network operators and other relevant parties involved in the end to end management of smart metering in Great Britain and is in force under the licence of the Data and Communications Company;
“Smart Metering Communications Equipment”	means certain equipment and associated software (detailed in paragraph 2.2) provided by Xoserve to the iGT Licence Holders or in the case of an iGT Group Arrangement, the one set of equipment and associated software to be shared by certain members of the iGT Licence Holder’s Group. For the avoidance of doubt, where there is more than one iGT Licence Holder in any Group, only one set of Smart Metering Communications Equipment shall be provided;
“Smart Metering Implementation Programme”	means the government backed programme that seeks to plan and implement the installation and management of smart meters in all domestic properties throughout mainland UK;
“The Data and Communications Company” or “DCC”	means the organisation that puts in place communications across Great Britain to send and receive information from smart meters to energy suppliers, energy network operators and energy service companies operated by Capita PLC under a licence regulated by Ofgem;

“UNC Modification 0440” means the modification to the Uniform Network Code numbered 0440 - Project Nexus-iGT Single Service Provision when so approved by Ofgem;

1.2 All other capitalised terms have the meanings given to them in the Conditions.

2 Provision of Service

2.1 Subject always to:

2.1.1 there being a Framework Contract between the Customer and Xoserve;

2.1.2 there being iGT Contracts between Xoserve and each iGT Licence Holder;

2.1.3 there being iGT Smart Metering Communications Service Contracts between Xoserve and each iGT Licence Holder or iGT Licence Holders under an iGT Group Arrangement;

2.1.4 the Customer having notified Xoserve by means of an iGT Data Provision Service Request; and

2.1.5 Xoserve having issued an iGT Data Provision Service Acknowledgement,

Xoserve shall

- (a) install the Smart Metering Communications Equipment at the iGT Licence Holders' sites or the site identified under an iGT Group Arrangement and implement the iGT Smart Metering Communications Service; and
- (b) provide helpline and maintenance services in connection with the Smart Metering Communications Service for the iGT Licence Holders.

2.2 Dependent upon capacity issues or technical reasons, the Smart Metering Communications Equipment delivered to the iGT Licence Holder or an iGT Licence Holder for use by iGT Licence Holders under an iGT Group Arrangement shall comprise either:

- (a) Single Cisco 2900 Router
Primary link presented via Business Grade ADSL (BGADSL) 16. ADSL (Asymmetric Digital Subscriber Line is a technology for transmitting information at a high bandwidth on phone lines)
Backup link presented via Business Grade ADSL (BGADSL) 16
Server (either 1U rack mount or small tower) running the File Transfer Software; or
- (b) Single Cisco 2900 Router
Primary link presented via 2Mb EFM (Ethernet First Mile) or PPC (Partial Private Circuit)
Backup link presented via Business Grade ADSL (BGADSL) 16. ADSL (Asymmetric Digital Subscriber Line is a technology for transmitting information at a high bandwidth on phone lines)
Server (either 1U rack mount or small tower) running the File Transfer Software; or
- (c) Single Cisco 2900 Router
Primary link presented via 2Mb EFM (Ethernet First Mile) or PPC (Partial Private Circuit)
Backup link presented via 2Mb EFM (Ethernet First Mile) or PPC (Partial Private Circuit) Server (either 1U rack mount or small tower) running the File Transfer Software.

- 2.3 For the avoidance of doubt, where there is an iGT Group Arrangement, only one set of Smart Metering Communications Equipment shall be delivered which shall be used and shared by all the iGT Licence Holders within that iGT Group Arrangement.
- 2.4 Following installation, Xoserve or its contractors shall commission and test the Smart Metering Communications Equipment and/or (as applicable) the IX Network.
- 2.5 Xoserve or its contractors shall undertake any further testing that may need to be undertaken remotely to ensure that the Smart Metering Communications Equipment and/or (as applicable) the IX Network is operational.
- 2.6 Xoserve shall make available a helpline for the iGT Licence Holders to report any faults on the IX Network ("Fault") and any queries or problems relating to any iGT Data transmitted over the IX Network.
- 2.7 Following the iGT Licence Holder's notification to the helpline of a Fault, or upon Xoserve becoming aware of any Fault, and provided that the Fault is not as a result of any act or omission of the iGT Licence Holder or breach of the iGT Smart Metering Communications Service Contract or breach of any operational guidelines provided to the iGT Licence Holder, Xoserve shall use its reasonable endeavours to diagnose the source of the Fault as soon as reasonably practicable and shall, either on its own account or shall require its contractors to, take such measures as are reasonable and appropriate to remedy the Fault as soon as reasonably practicable. If agreed with the iGT Licence Holder in relation to a Fault, Xoserve shall provide regular updates to the iGT Licence Holder in relation to the Fault and remedy of the Fault.
- 2.8 Xoserve shall use reasonable endeavours to meet any performance dates it provides to the iGT Licence Holders but any such dates shall be estimates only and time shall not be of the essence in respect of such obligations.
- 2.9 The Customer acknowledges that Xoserve is dependent upon the iGT Licence Holders performing certain obligations under the iGT Smart Metering Communications Service Contract including by way of example only and not limited to the following:
- (a) preparation at the iGT Licence Holder's cost of the site where the Smart Metering Communications Equipment is to be installed and permitting Xoserve and its contractors access to that site;
 - (b) the iGT Licence Holders having appropriate equipment and facilities to enable access to the IX Network including a personal computer and a registered IP address; and
 - (c) iGT Licence Holders compliance with operational guidelines and an acceptable user policy as notified by Xoserve from time to time
- ("iGT Obligations").**
- The Customer agrees that in the event that any iGT Licence Holder fails to comply with its iGT Obligations or fails to comply with any iGT Obligation by an agreed deadline (the failure or delay being referred to as an "iGT Default"), Xoserve shall not be responsible for any failure to carry out or any delay in carrying out the iGT Data Provision Service where that failure or delay is caused by the iGT Default.
- 2.10 Xoserve shall be entitled to suspend the iGT Smart Metering Communications Service and access to the IX Network and delivery of any iGT Data in order to carry out works at the site where the Smart Metering Communications Equipment is located (including, without limitation, to inspect or repair the Smart Metering Communications Equipment or to verify that the iGT Licence Holder is complying with its obligations) provided that the suspension is for the period of time needed to be suspended in order to carry out the works and only in so far as necessary to carry out such works.

- 2.11 Xoserve may modify the iGT Smart Metering Communications Service at any time in its sole discretion provided that this does not cause:
- (a) a material adverse impact on the iGT Licence Holder's use of the iGT Smart Metering Communications Service; or
 - (b) a material adverse impact on the performance agreed with the iGT Licence Holder.
- 2.12 The Customer acknowledges that Xoserve shall be entitled to suspend or block access to the iGT Smart Metering Communications Service or use of the iGT Smart Metering Communications Service if:
- (a) such action is required in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other regulatory authority;
 - (b) to prevent interference with, damage to, or degradation of the IX Network; or
 - (c) to eliminate a hazardous condition.
- Xoserve shall use reasonable endeavours to restore the affected access or iGT Smart Metering Communications Service as soon as possible following resolution of the relevant issue.
- 2.13 The Customer acknowledges that due to the need to perform planned and/or emergency maintenance work in respect of the IX Network, Xoserve may from time to time be unable to perform the iGT Data Provision Services and any iGT Additional Services. Xoserve shall use all reasonable endeavours to ensure that the provision of the Data Provision Services and any Additional Services is resumed as promptly as possible following such maintenance work. Xoserve will have no liability to the Customer for its failure to perform or any delay in performing the Services or any Additional Services as a result of any Planned Downtime, emergency maintenance work or downtime necessary to protect the IX Network.
- 2.14 In the event that there is a material change to, or replacement of, the IX Network, both parties shall negotiate in good faith to agree any changes to the provisions of this Schedule (including the Charges).
- 2.15 In the event that any new iGT Licence Holder enters the market during the course of the iGT Data Provision Service, subject to the new iGT Licence Holder meeting the requirements set out in paragraphs 2.1.2 and 2.1.3 above, the new iGT Licence Holder shall as soon as reasonably practicable be managed by Xoserve as part of the iGT Data Provision Service whether as part of an iGT Group Arrangement if applicable or otherwise.

Charging

- 3.1 The Charges for the iGT Data Provision Service are as set out in the Agency Charging Statement applicable from time to time (and are not fixed at the time Xoserve issues its iGT Data Provision Service Request Acknowledgement).
- 3.2 The Charges have two elements:
- (a) New Installation Charges – these are connection Charges, applicable when a connection has been completed by Xoserve; and
 - (b) Rental Charges - these are charged on a monthly basis from installation of the Smart Metering Communications Equipment irrespective of whether any iGT Data has been routed through the IX Network.

- 3.3 For the avoidance of doubt, the transmission to the Data and Communications Company of any data (including the Single Daily File) are not included in this iGT Data Provision Service. The provision of such data to the Data and Communications Company will be dealt with under separate contractual arrangements.
- 3.4 For the avoidance of doubt, the following shall be iGT Additional Services:
- (a) External Relocation meaning moving Smart Metering Communications Equipment between two different postal addresses in mainland Great Britain;
 - (b) Internal Relocation meaning moving the Smart Metering Communications Equipment within the same postal address in mainland Great Britain (not applicable if BT determine that a new line/circuit is necessary in which case an External Relocation would be required);
 - (c) Decommissioning meaning when the Smart Metering Communications Equipment is removed from the location where the Smart Metering Communications Equipment is installed (and such removal is not part of another Additional Service);
 - (d) Remote Configuration meaning the creation, removal or relocation of the configuration of a single XTFM on the existing Enhanced Smart Metering Communications Equipment using remote access;
 - (e) Installation of Replacement Equipment meaning the decommissioning of the existing Smart Metering Communications Equipment and installation of new equipment at the same postal address in mainland Great Britain.
- 3.5 The Additional Services are outside the scope of this iGT Data Provision Service. The iGT Licence Holders may request Xoserve to carry out any iGT Additional Services at the relevant iGT Licence Holder's cost and Xoserve shall invoice the relevant iGT Licence Holder directly.
- 3.6 The iGT Data Provision Service is being provided by Xoserve on a cost recovery basis only. Subject always to the other provisions of this Part 8 and subject always to the Conditions, Xoserve's total aggregate liability in connection with the iGT Data Provision Service provided under this Part 8 shall be limited to 120% of the Charges paid by the Customer for the iGT Data Provision Service provided under this Part 8.

4. Termination of Service

- 4.1 The iGT Data Provision Service will terminate immediately following implementation by Xoserve of the iGT agency services as referred to in UNC Modification 0440 and iGT UNC Modification 039 unless Xoserve has previously notified the Customer in writing of its continuance, in which case it shall terminate on such other date as notified by Xoserve, by giving at least 20 Business Days notice in writing.
- 4.2 In the event that UNC Modification 0440 and/or iGT UNC Modification 039 are not approved by Ofgem, Xoserve shall be entitled to terminate the iGT Data Service with immediate effect by notice in writing and the provisions of Clause 10.7 of the Conditions shall apply.

5. iGT Data

The following data items shall be submitted to Xoserve by iGT Licence Holders via the iGT Smart Metering Communications Service.

Table 1

Source Registration ID
MPRN
Supplier ID
Supplier Effective From Date
Supplier Effective to Date
MAM ID
MAM EFD
Meter Point Address
Meter Point Post Code
Meter Mech Code
UPRN
Smart Meter Installing ID
Network Owner ID
Network Owner EFD
Market Sector Code
Meter Point Status