

XOSERVE LIMITED**SERVICES SCHEDULE FOR THE PROVISION OF NON-CODE USER PAYS SERVICES****(REFERENCE NUMBER XNCUP (SS) 05)****DATED****2014****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 7 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
- 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 7

iGT Data Preparation Service

Introduction

The iGT Data Preparation Service is required in order to support the implementation of the iGT single service provision arrangements within UNC Modification 0440 and to facilitate the provision of iGT agency services by Xoserve.

The iGT Data Preparation Service is the service by Xoserve to (i) develop computer systems, programs and processes to facilitate the upload of iGT Data by each iGT Licence Holder to Xoserve's computer systems; and (ii) to receive and prepare iGT Data relating to the Customer and other customers of Xoserve ready for migration to the New UK Link System. Xoserve shall also provide the Customer with Interim and Final Customer Data Portfolios.

UNC Modification 0467 intends to place an obligation on each iGT Licence Holder to participate in the provision of iGT Data to Xoserve in order to support the implementation of the iGT single service provision arrangements within UNC Modification 0440.

1 Definitions

1.1 In this Part 7, the following words have the following meanings:

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| "Final Customer Data Portfolio" | means the report provided by Xoserve to the Customer containing the iGT Data (refined in accordance with paragraph 4) relating to the Customer and more particularly described in paragraph 2.1(d) and which is identified by Xoserve as the Final Customer Data Portfolio being provided under this Service and which is to be used in the live environment on the New UK Link System; |
| "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 supply point register information (including CSEPs and MPRNs, together with the corresponding address, annual quantity, meter information details, meter reading and associated data, Shipper and supplier information) and such other data relevant to the Customer and other customers of Xoserve held by each iGT Licence Holder and which is to be provided to Xoserve and refined by Xoserve ready for migration to the New UK Link System and to be used as relevant in the preparation of the Interim and Final Customer Data Portfolios; |
| "iGT Data Preparation" | means the preparation of the iGT Data relating to the Customer and other customers of Xoserve in accordance with the Refinement Specification ready for migration to the New UK Link System and the provision of Interim and Final Customer Data Portfolios to the Customer; |

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| “iGT Data Preparation Service” | means the service provided by Xoserve to the Customer in accordance with this Part 7 to (i) develop computer systems, programs and processes to facilitate the upload of iGT Data by each iGT Licence Holder to Xoserve’s computer systems; and (ii) receive and prepare iGT Data relating to the Customer and other customers of Xoserve in accordance with the Refinement Specification ready for migration to the New UK Link System and the provision of Interim and Final Customer Data Portfolios to the Customer; |
| “iGT Data Preparation Service Request” | means a request by the Customer for the provision of the iGT Data Preparation 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 Preparation Service Request Acknowledgment” | means the message sent by Xoserve to the Customer to confirm receipt of the iGT Data Preparation Service Request and to confirm Xoserve’s agreement to provide the relevant iGT Data Preparation Service (such acknowledgement being the Service Request Acceptance for the purpose of the Conditions); |
| “iGT Data Preparation System” | means the computer systems, programs and processes developed by or on behalf of Xoserve to facilitate the upload of iGT Data by each iGT Licence Holder to Xoserve’s computer systems; |
| “iGT Licence Holder” | means an independent gas transporter granted a licence under section 7(2) of the Gas Act 1986; |
| “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; |
| “Interim Customer Data Portfolio” | means the report provided by Xoserve to the Customer containing the iGT Data (refined in accordance with paragraph 4) relating to the Customer and more particularly described in paragraph 2.1(d); |
| “MPRN” | means the meter point reference number which is the unique identifier for a supply meter point; |
| “New UK Link System” | means Xoserve’s new suite of information and technology systems which capture and supply data for the operation of the UK competitive gas market and which will replace Xoserve’s current UK Link System; |
| “Ofgem” | means the Office of Gas and Electricity Markets; |

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| “Refinement Specification” | means the processing by Xoserve of iGT Data in accordance with paragraph 4 and for the avoidance of doubt, does not include the validation of the accuracy and/or completeness of iGT Data; |
| “UNC Modification 0440” | means the modification to the Uniform Network Code numbered 0440 - Project Nexus-iGT Single Service Provision when so approved by Ofgem; |
| “UNC Modification 0467” | means the modification to the Uniform Network Code numbered 0467 - Project Nexus-iGT Single Service Provision; data preparation 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 each iGT Licence Holder and Xoserve;
- 2.1.3 Xoserve being in receipt of written confirmation from each relevant iGT Licence Holder that the Customer is a signatory to the relevant iGT Licence Holder's own network code;
- 2.1.4 the Customer having notified Xoserve by means of an iGT Data Preparation Service Request;
- 2.1.5 Xoserve having issued an iGT Data Preparation Service Acknowledgement to the Customer; and
- 2.1.6 the necessary iGT Data is provided to Xoserve by the iGT Licence Holders,

Xoserve shall:

- (a) design and build the iGT Data Preparation System which will include the development of system code, the procurement of the database hardware, the design and build of interface files between iGT Licence Holders and Xoserve and the design and development of extract data functionality to support the provision of the Interim and Final Customer Data Portfolios;
- (b) receive an initial data extract of iGT Data from each iGT Licence Holder and thereafter receive further extracts of iGT Data from each iGT Licence Holder (at such frequency as envisaged by Modification 0467). Xoserve shall validate the file format of the iGT Data but shall not validate the iGT Data (including its accuracy and/or completeness);
- (c) prepare the iGT Data in accordance with Refinement Specification and the requirements of the New UK Link System in readiness for migration to the New UK Link System; and
- (d) provide Interim Customer Data Portfolios to the Customer at varying intervals but no less than one per calendar month. Each Interim Customer Data Portfolio and the Final Customer Data Portfolio shall include MPRNs, address, meter asset details, annual quantity value, and when available the new connected system exit point identifier relevant to the Customer and such other details as may be agreed by the

parties in writing. The Interim Customer Data Portfolios and the Final Customer Data Portfolio shall be sent to the Customer at Xoserve's discretion in secure electronic format in csv, .txt or Excel and shall be delivered by email or compact disc (in the latter case by first class recorded delivery) to such email or postal address (as applicable) as Xoserve maintains for the Customer for such purposes; and

(e) provide the Final Customer Data Portfolio to the Customer.

- 2.2 The Customer shall review each Interim Customer Data Portfolio and shall notify Xoserve as soon as reasonably practicable (with appropriate supporting evidence) if it considers that the Interim Customer Data Portfolio is corrupt or does not meet the Refinement Specification. Xoserve shall then use its reasonable endeavours to amend the Interim Customer Data Portfolio so it meets the Refinement Specification (save in the case where this is due to the act or omission of the Customer) and shall submit a revised Interim Customer Data Portfolio to the Customer. Without any liability on either party, both parties shall cooperate with each other and shall use reasonable endeavours to have in existence an Interim Customer Data Portfolio which meets the Refinement Specification prior to the issuance of the next Interim Customer Data Portfolio or the Final Customer Data Portfolio (as the case may be).

The parties acknowledge that the Interim Customer Data Portfolios are to be used in a test environment and therefore Xoserve makes no warranty and accepts no liability in respect of any Interim Customer Data Portfolio, including any failure to meet the Refinement Specification.

- 2.3 In the event that any new iGT Licence Holder enters the market during the course of the iGT Customer Data Preparation Service, subject to the new iGT Licence Holder meeting the requirements set out in paragraphs 2.1.2, 2.1.3 and 2.1.6 above, the new iGT Licence Holder and the iGT Data relating to the new iGT Licence Holder shall as soon as reasonably practicable be managed by Xoserve as part of the iGT Data Preparation Service.
- 2.4 The Customer acknowledges that in the provision of the iGT Data Preparation Service, Xoserve is dependent upon the timely provision of iGT Data by the iGT Licence Holders.
- 2.5 The Customer agrees that in the event that iGT Data is not provided to Xoserve by the iGT Licence Holder(s) for any reason including (without limitation) where (i) the iGT Licence Holder is in breach of its iGT Contract; or (ii) the iGT Contract has terminated for any reason, Xoserve shall be relieved of its obligations hereunder in so far as they are impacted by the non-receipt of iGT Data and shall have no liability whatsoever to the Customer for such non-performance or part performance.
- 2.6 In the event that:
- 2.6.1 the provision of iGT Data to Xoserve by the iGT Licence Holder is delayed for any reason; or
- 2.6.2 the iGT Data provided to Xoserve is corrupt, incomplete or not in the required format,
- Xoserve's performance of its obligations hereunder shall be suspended by a period equivalent to the delay caused by the iGT Licence Holder or the length of time taken by the iGT Licence Holder to provide Xoserve with non-corrupt, complete or correctly formatted iGT Data and Xoserve shall have no liability to the Customer for any such delay.
- 2.7 Xoserve will not verify the accuracy and/or completeness of the iGT Data. As such, Xoserve makes no warranty and accepts no liability in respect of the accuracy and/or completeness of the iGT Data which is provided to the Customer as part of the iGT Data Preparation Service and/or included in the Interim Customer Data Portfolios or Final Customer Data Portfolio.

3 Charging

- 3.1 The Charges for the iGT Data Preparation 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 Preparation Service Request Acknowledgment).
- 3.2 The Charges have two elements;
- a) services for the development of the iGT Data Preparation System; and
 - b) services for the iGT Data Preparation.
- 3.3 Subject always to the other provisions of this Part 7 and subject always to the Conditions, in the event that the Final Customer Data Portfolio fails to meet the Refinement Specification, Xoserve's total aggregate liability to the Customer arising in connection with the Services provided under this Part 7 shall be limited to 120% of the Charges paid by the Customer for the Services provided under this Part 7 PROVIDED ALWAYS that the Customer has notified Xoserve of the relevant claim (with detailed particulars of the circumstance giving rise thereto) within 2 (two) years of Xoserve's submission to the Customer of the Final Customer Data Portfolio.
- 4 **Refinement Specification**
- 4.1 Subject always to the other provisions of this Part 7 and subject always to the Conditions, the Refinement Specification shall be as follows:

| 1 | Refinement of iGT Data | |
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| 1.1 | Compliance with New UK Link System | The iGT Data shall be refined to ensure compatibility with the requirements of the New UK Link System e.g. data shall be an allowable value, conditional and mandatory data will be completed etc. |
| 1.2 | Default, but allowable, values | <p>The iGT Data shall be refined so that where a default value has to be applied due to lack of data content an appropriate allowable value will be used and an explanation published to the industry.</p> <p>For example, where the iGT Licence Holders do not hold a Meter Point Effective Date - the date the service was laid. Xoserve would need to hold a value to enable the supply point to be end dated. Xoserve shall therefore populate the Meter Point Effective Date with a default value e.g. 01/01/2011.</p> |
| 1.3 | Data format | Where required, the iGT Data will be formatted to the correct standard e.g. address data will be compiled into current structure. |
| 1.4 | Compatible data | Data will be accepted to the iGT Data Preparation System where it is compatible with other data e.g. a 4 dial meter, the read records will be 4 characters. |
| 1.5 | Record completeness | Data records will be complete e.g. a MPRN record must include a correctly formatted address. |
| 1.6 | Historic data | Where required, historic data will be provided by each iGT Licence Holder and populated by Xoserve to ensure that the relevant functionality in the New UK Link System operates as intended e.g. enough historic meter reads will be loaded to ensure the rolling AQ functionality will work following the first read submission after go-live. |
| 1.7 | Data and record relationship | All data and records will have the required associated record relationship e.g. each MPRN will have its "owning" CSEP id. Each |

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| | | CSEP id will have its "owning" iGT Licence reference. |
| 1.8 | "Standing/base" data | Data and records will be created to enable future events to be effective. E.g. each iGT Licence record will be created with the relevant Shipper record to enable the Shipper to conduct business on that iGT Licence Holder's pipeline system – i.e. The Shipper Framework Agreement. |
| 2 | Maintenance of iGT Data from one Interim Customer Portfolio to another | Work in progress – new CSEPs, new MPRN creation, change of Supplier / Shipper, change of meter etc. will all be processed and updated within the iGT Data Preparation System provided that such updates are submitted to Xoserve by the iGT Licence Holders. |
| 3 | 2015 AQ Review | Each iGT Licence Holder will conduct the 2015 AQ review and will provide the updated values to Xoserve for population on the iGT Data Preparation System for 1 st October 2015. |

For the avoidance of doubt, Xoserve shall not validate the accuracy and/or completeness of the iGT Data.

5. Termination of Service

5.1 The iGT Data Preparation 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.

5.2 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 Preparation Service with immediate effect by notice in writing and the provisions of Clause 10.7 of the Conditions shall apply.