

## ~~ANNEX~~ UK LINK TERMS AND CONDITIONS DOCUMENT

Version: [ ]

Effective Date: [ ]

### 1. Introduction

1.1 This document ~~sets out the:~~ **(Document)**, setting out the UK Link terms and conditions, is the UK Link Manual Component Document referred to in paragraph 2.1.1(a)(ii) of the UK Link Manual Framework Document.

1.2 This Document is an integral part of and is incorporated in the UK Link Manual.

1.3 The version of this Document that is in force and the date from which it is in force, are as stated above.

1.4 In this Document:

(a) **CDSP Available Equipment** means those items of computer hardware (including any firmware) and other equipment which are available to be provided by the CDSP as described in Annex B2 – UK Link Required Equipment Document;

(b) **CDSP Available Software** means those items of software (excluding that referred to in paragraph 3.2.5), which are available to be provided by the CDSP as described in Annex B2 – UK Link Required Equipment Document;

(c) **Licensed Software** means the CDSP Available Software which is licensed in accordance with paragraph 4.1 (as described in the Annex B2 – UK Link Required Equipment Document) and provided to the UK Link User (in object code or other form), and any new releases of that software (which may include third party software);

(d) **Service Desk** has the meaning given to it in paragraph 10.1;

(e) **UK Link User Equipment** means the hardware (including any firmware) and other equipment from time to time provided or to be provided by a UK Link User in accordance with paragraph 3;

(f) **UK Link User Software** means the software from time to time installed or to be installed on the UK Link User Equipment in accordance with paragraph 3.1;

(g) terms defined in the DSC Terms and Conditions and not otherwise defined in this Document shall have the meaning given in the DSC Terms and Conditions;

(h) terms defined in any other CDSP Service Document and not otherwise defined in this Document shall have the meaning given in the CDSP Service Document;

(i) terms defined in the UK Link Manual Framework Document and not otherwise defined in this Document shall have the meaning given in the UK Link Manual Framework Document; and

(j) the further provisions of the DSC Terms and Conditions as to interpretation apply.

1.5 This Document may be changed in accordance with the applicable procedures contained in the Change Management Procedures.

1.6 The purpose of this Document is to provide for:

(a) ~~Process the process~~ to be followed to become a UK Link User;

- (b) ~~the requirement that a~~ UK Link User ~~requirement to procure~~ procures all necessary equipment, software and telecommunication equipment, and configuration;
- (c) ~~Extent of and~~ the conditions of access to UK Link;
- (d) ~~Issue~~ the issue of UK Link identification and passcodes;
- (e) ~~Availability~~ the availability and downtime of UK Link;
- (f) UK Link security and anti-virus requirements;
- (g) UK Link protocols and standards;
- (h) the circumstances in which CDSP ~~rights to~~ may suspend access to UK Link;
- (i) ~~CDSP the~~ provision of helpdesk by the CDSP of a Service Desk and further assistance; and
- (j) ~~Provisions applying to ceasing~~ to the process by which a UK Link User ceases to be a UK Link User.

1.7 ~~1.2~~ For the purposes of this Annex Document, references to a UK Link User or UK Link Users exclude the CDSP.

1.8 In the case of any conflict between the provisions of this Document and any other part of the UK Link Manual, this Document shall prevail.

## 2. Process to be followed to become a UK Link User

2.1 UK Link Users shall comply with this Annex Document and the ~~Existing~~ UK Link Manual in respect of, and as a condition of, access to and use of UK Link.

### 2.2 External UK Link Users

2.2.1 The CDSP may permit persons (other than UNC Parties), within any of the categories set out in paragraph 2.2.2, to have access to and use of UK Link.

2.2.2 The categories of persons referred to in paragraph 2.2.1 are ~~as follows~~:

- ~~(a) the Authority;~~
- ~~(b) Meter Readers;~~
- ~~(c) User Agents;~~
- ~~(d) Delivery Facility Operators and Connected System Operators;~~
- ~~(e) Meter Asset Providers;~~
- ~~(f) Meter Asset Managers; and (g) any~~ those listed in Appendix A of this Document and persons to whom the CDSP provides Third Party Services, where such persons need access to UK Link to use or benefit from such Third Party Services.

2.2.3 No such person will be permitted to have access to or use of UK Link unless such person has executed a UK Link User Agreement ~~or an agreement substantially in the form set out the Existing UK Link Manual (as the CDSP may require)~~; provided that in the case of the Authority the CDSP may waive or modify this requirement and such agreement shall not be required to contain a provision limiting the ability of the Authority to disclose information.

~~2.2.4—Insofar as differing from those under this Annex, the procedure by and terms upon which such a person may become a UK Link User are set out in the Existing UK Link Manual.~~

2.2.4 ~~2.2.5~~ Such a person will cease to be a UK Link User in accordance with the provisions (as to such cessation) of the relevant agreement ~~referred to in paragraph 2.2.3 entered into by such UK Link User and the CDSP.~~

2.2.5 ~~2.2.6~~ The extent to which any such person may have access to and use of UK Link will be ~~as set out in the Existing UK Link Manual~~ described in Annex C1 – UK Link Security Operating Framework Document.

### **3. UK Link User requirement to procure all necessary equipment, software and telecommunication equipment, and configuration**

#### **3.1 Introduction**

3.1.1 This paragraph 3 sets out requirements (in respect of the provision of ~~computer~~ hardware (including any firmware), telecommunications facilities and equipment and ~~computer~~ software, and operational requirements and the making available of relevant requirements) applicable to UK Link Users in relation to access to and use of UK Link.

3.1.2 UK Link has been designed to function:

(a) on and with certain hardware and software configurations;

(b) in respect of UK Link Gemini, in connection with specific software which may need to be downloaded; and

(c) via a web portal.

all as described in Annex B2 – UK Link Required Equipment Document;

(d) in accordance with the address strategy as described in Annex B2 – UK Link Required Equipment Document and the routing requirements as described in the File Transfer User Guide; and

(e) ~~(e)~~ in accordance with defined standards and protocols, all as described in the Existing Annex C3 – UK Link Manual Standards Guide Document.

#### **3.2 UK Link User Equipment and UK Link User Software**

3.2.1 It is the responsibility of each UK Link User, at its own expense ~~(but subject to paragraph 3.2.12), to secure to ensure~~, and a condition of becoming a UK Link User ~~that each UK Link User secures~~, that there are provided at its premises or where applicable its User Agent's or any other third party's premises ~~(in accordance with Section V2.1.2(d)(i) of the Uniform Network Code)~~ (except that the Active Notification Device need not be held on the premises) and maintained ~~and~~ from time to time (as required by any UK Link Modification in accordance with the Change Management Procedures) modified, upgraded or replaced, the ~~computer~~ hardware (including any firmware) and other equipment, software and telecommunication facilities, and the other facilities and resources, necessary to enable the UK Link User to access and use UK Link and transmit, receive, translate, record and store UK Link Communications, as described in ~~the Existing Annex B2 – UK Link Manual~~ Required Equipment Document.

3.2.2 Each UK Link User shall take all reasonable steps:

(a) to ~~secure~~ ensure that the hardware, equipment, software and facilities to be installed by it in connection with UK Link are adequately protected against damage and security risks; and

- (b) to implement and maintain at its premises or where applicable its User Agent's premises ~~(in accordance with Section V2.1.2(d)(i))~~ the operational environment required for the operation of UK Link.

3.2.3 In accordance with ~~the Existing Annex B2 – UK Link Manual~~Required Equipment Document, UK Link Users may be classified according to indicators of expected use of and access to UK Link; and the minimum scope and configuration of the hardware, equipment, software, facilities and resources from time to time to be provided by a UK Link User in accordance with paragraph 3.1 will be determined (as described in ~~the Existing Annex B2 – UK Link Manual~~Required Equipment Document) by reference to such classification.

~~3.2.4 For the purposes of this Annex:~~

~~(a) "UK Link User Equipment" is the computer hardware and other equipment from time to time provided by a UK Link User in accordance with paragraph 3.1;~~

~~(b) "UK Link User Software" is the software from time to time installed on the UK Link User Equipment in accordance with paragraph 3.1.~~

~~3.2.4~~ ~~3.2.5~~ Except in so far as provided by the CDSP in accordance with paragraph 3.3 it is the responsibility of each UK Link User to ensure that the UK Link User Equipment and UK Link User Software comply with the specifications and satisfy the configurations described in ~~the Existing Annex B2 – UK Link Manual~~Required Equipment Document.

~~3.2.5~~ ~~3.2.6~~ In accordance with ~~the Existing Annex B2 – UK Link Manual~~Required Equipment Document, in respect of UK Link Gemini, a UK Link User must obtain ~~and the CDSP will provide under licence certain of the~~the relevant software required to be installed pursuant to paragraph 3.1.

~~3.2.7~~ ~~Except as provided in paragraph 3.2.6 and as otherwise provided in the Existing UK Link Manual, and without prejudice to the requirements of this paragraph 3, UK Link Users may procure from any source any of the equipment, facilities and software required under paragraph 3.1.~~

~~3.2.6~~ ~~3.2.8~~ Where ~~the Existing Annex B2 – UK Link Manual~~Required Equipment Document specifies (in addition to what is specified for the purposes of paragraph 3.1) any benchmark ("**Benchmark UK Link Configuration**") for the specification, standard or configuration of hardware, equipment, software or other facilities to be installed pursuant to paragraph 3.1:

(a) a UK Link User shall not be required to ~~secure~~ensure that its UK Link User Equipment and UK Link User Software comply with the Benchmark UK Link Configuration (~~but~~ without prejudice to paragraph 3.1); but

(b) a UK Link User who does not secure compliance with the Benchmark UK Link Configuration shall be responsible for satisfying himself and ~~securing~~ensuring that the hardware, equipment, software and facilities installed by him are capable of operating in accordance with the requirements of this ~~Annex~~Document and GT Section D of the Uniform Network Code and allowing UK Link to function thereon.

~~3.2.7~~ ~~3.2.9~~ The Benchmark UK Link Configuration expressly excludes any ~~computer~~ hardware or software ~~whose~~the functions of which are beyond the scope of what is required (in accordance with paragraph 3.1) for the use of and access to UK Link.

~~3.2.8~~ ~~3.2.10~~ The CDSP agrees that it will, in consultation with the Change Management Committee, from time to time review the Benchmark UK Link Configuration in the light of technological developments in the ~~computer~~ hardware and software generally available to UK Link Users with a view to determining whether it would be appropriate (as a UK Link Modification) to modify such configuration.

~~3.2.11—Where the Existing UK Link Manual so requires in respect of any UK Link User Equipment (not including an Active Notification Device), a UK Link User shall inform the CDSP of the premises at which such UK Link User Equipment is installed and shall not relocate such equipment from such premises except in accordance with the requirements of the Existing UK Link Manual.~~

~~3.2.12—Paragraph 3.1 is without prejudice to any term referred to in paragraph 3.3.4 pursuant to which the cost of maintenance of any CDSP Available Equipment is to be borne by the CDSP.~~

### 3.3 CDSP Available Equipment and Software

~~3.3.1—For the purposes of this Annex "CDSP Available Equipment" and "CDSP Available Software" are respectively these items of computer hardware and other equipment, and computer software (excluding that referred to in paragraph 3.2.6), which are available to be provided by the CDSP as described in the Existing UK Link Manual.~~

3.3.1 ~~3.3.2~~ Upon request by a UK Link User (by notice to the CDSP and otherwise subject to and in accordance with the ~~Existing~~ UK Link Manual), the CDSP will provide on hire any CDSP Available Equipment and/or supply CDSP Available Software.

~~3.3.3—The CDSP will not provide (and shall not be deemed to have provided) to a UK Link User any CDSP Available Software except on terms that the CDSP does not license and is not a party to any licence of such software to the UK Link User and that the existence and terms of the licence between the UK Link User and the person entitled to grant such a licence will be as prescribed by such person or as otherwise agreed between such person and the UK Link User.~~

3.3.2 ~~3.3.4~~ The terms (including ~~without limitation~~ terms as to hire and other charges or fees) upon which the CDSP provides any CDSP Available Equipment or CDSP Available Software, or maintain any CDSP Available Equipment, shall be those set out in this Document and the Existing DSC or UK Link Manual User Agreement (where applicable), or otherwise agreed between the CDSP and the UK Link User, ~~and do not form part of the DSC in writing~~; provided that where a UK Link User has not entered into an agreement with the CDSP in respect thereof, it shall be deemed to have agreed to the applicable terms in the ~~Existing~~ UK Link Manual.

3.3.3 ~~3.3.5~~ UK Link User Equipment (including replacement parts) which is provided by the CDSP shall be deemed to comply with the Benchmark UK Link Configuration.

#### Premises preparation and assistance in respect of CDSP Available Equipment

3.3.4 Each UK Link User shall prepare its premises or where applicable, procure that its User Agent prepares its premises in accordance with all reasonable instructions issued by the CDSP or its contractors and shall make available to the CDSP or its contractors all necessary access to any other facilities at the relevant premises and any other relevant premises for the purpose of the delivery and installation of the CDSP Available Equipment.

3.3.5 The CDSP shall be entitled to charge each UK Link User for any reasonable costs incurred by the CDSP or its contractors as a result of any failure by the UK Link User or where applicable, its User Agent, to prepare the relevant premises in accordance with all reasonable instructions issued by the CDSP or its contractors. Each UK Link User shall meet the costs of preparing the relevant premises in accordance with all reasonable instructions issued by the CDSP or its contractors.

3.3.6 If requested by the CDSP, each UK Link User shall promptly provide to the CDSP such information and assistance as the CDSP reasonably requires in relation to the delivery and installation of the CDSP Available Equipment (including any site access procedures applicable to the relevant premises).

- 3.3.7 Prior to installation of the CDSP Available Equipment, each UK Link User shall, if required by the CDSP, obtain the acknowledgement (in a form approved by the CDSP) of any landlord, mortgagor and any other person with an interest in or occupation of the relevant premises, that they shall have no right, title or interest in the CDSP Available Equipment, and the UK Link User shall procure that the CDSP Available Equipment shall not become affixed or attached to real property.
- 3.3.8 On delivery of the CDSP Available Equipment, an authorised representative of each UK Link User shall sign a delivery certificate confirming receipt of the CDSP Available Equipment. The authorised representative of the UK Link User shall also sign a delivery note immediately following successful installation of the CDSP Available Equipment.
- 3.3.9 From the date of delivery of the CDSP Available Equipment to the relevant premises, each UK Link User shall be responsible for the safe custody thereof and shall keep it in good condition, free from damage, and insured for the total value of the CDSP Available Equipment (as notified to each UK Link User by the CDSP from time to time) against all usually insured risks including third party liability. Each UK Link User will provide to the CDSP on demand confirmation that it has complied with this obligation and will provide to the CDSP from time to time upon request, a copy of each UK Link User's relevant certificate of insurance. The CDSP Available Equipment shall remain the property of the CDSP or its contractors or third party owner.

#### **CDSP Available Equipment Obligations**

3.3.10 Each UK Link User shall:

- (a) keep and use the CDSP Available Equipment in accordance with the terms of this Document, all and any manuals relating to the Services and the CDSP Available Equipment and/or the UK Link and other reasonable instructions in relation to it (including any such relating to security policies, procedures and/or methods) provided by the CDSP, and all laws, regulations and orders for the time being in force;
- (b) (save as expressly permitted in writing by the CDSP) not deal with, make any physical, mechanical, electrical or electronic modification, alteration or attachment to the CDSP Available Equipment;
- (c) not assign, mortgage, charge, encumber or lease the CDSP Available Equipment or subject it to any other third party interest;
- (d) not remove, alter or obscure any identification mark or plaque or any serial numbers or other marks placed on the CDSP Available Equipment by the CDSP;
- (e) at all times keep the CDSP Available Equipment in its possession and control at the relevant premises and not remove it or if applicable procure that the User Agent does not remove it from the relevant premises;
- (f) not mistreat or misuse the CDSP Available Equipment;
- (g) grant and procure the grant to the CDSP and its contractors such access to the relevant premises and the CDSP Available Equipment and such other facilities free of charge as are necessary, including, adequate power supplies suitable earth connection, communication links, hardware and other equipment, software and telecommunications facilities, work space, storage, an adequate environment and space and such other facilities and resources as may reasonably be considered commercially necessary for the operation of the CDSP Available Equipment in order to enable them to carry out their rights and obligations under this Document (including to carry out any initial survey of the relevant premises (if applicable) and works necessary for the installation of the CDSP Available Equipment at the relevant premises (including any further works as may be required thereafter in order to use, retain, inspect, repair, alter, maintain, adjust, make additions to, remove or replace the

same (“Site Works”), at such times as may be agreed between the CDSP and a UK Link User (such agreement not to be unreasonably withheld) and to enable them to verify that the UK Link User is complying with its obligations. . :

- (h) take all reasonable precautions to protect the health and safety of the CDSP and its contractors, employees, agents and sub-contractors whilst at the relevant premises and any other premises of the UK Link User and if reasonably practical provide in advance the CDSP and/or its contractors, employees, agents and sub-contractors with security, health and safety and other site requirements which apply at the relevant premises;
- (i) supply the CDSP with such information and obtain all consents and licences required for use by the CDSP or its agents or suppliers to enable it to access any IT systems of the UK Link User where reasonably necessary for the CDSP to fulfil its obligations under this Document;
- (j) act reasonably and cooperate with the CDSP and its sub-contractors including cooperation in respect of any diagnostic or other maintenance or upgrade activities;
- (k) ensure that it has at all times appropriate equipment and facilities to enable access to the UK Link to transmit, receive, translate, record and store CDSP Available Communications, such as a PC and a registered IP address for connectivity to the UK Link;
- (l) not access or use (or permit any third party to access or use) the UK Link other than by means of the CDSP Available Equipment and in accordance with such protocols, standards and other requirements (including in relation to UK Link User personnel approved for such access and use) as the CDSP may reasonably notify to the UK Link User from time to time;
- (m) at all times comply with the UK Link Manual and all applicable laws and regulations regarding the use of the Services;
- (n) in the event it discovers it is unable to access the UK Link, receive or Transmit Files, or there is any other error, fault or malfunction of the CDSP Available Equipment, report that fault to the CDSP by contacting the Service Desk; and
- (o) grant (or shall procure the grant) to the CDSP (and its contractors, agents or suppliers) the right to inspect or test the UK Link or update its software remotely and/or provide access to the relevant premises for such purposes provided that any procedure agreed between the CDSP and a UK Link User in relation to access is complied with.

3.3.11 Each UK Link User shall promptly notify the CDSP in writing of any damage, loss or destruction to the CDSP Available Equipment. In the event of any damage, loss or destruction of any part of the CDSP Available Equipment, unless the UK Link User can demonstrate to the CDSP's reasonable satisfaction that the relevant damage, loss or destruction was as a direct result of any act or omission of the CDSP or the CDSP's suppliers the UK Link User shall make all appropriate claims under the relevant insurance policies and shall ensure that all insurance proceeds are applied at the option of the CDSP;

- (a) in making good any damage to that item;
- (b) in replacing that item with an item of equivalent specification and condition; or
- (c) in compensating the CDSP for such loss, damage or destruction up to the total value of the CDSP Available Equipment, any surplus being paid to, and any deficit being made up by, the UK Link User.

3.3.12 Where the relevant premises are not owned or controlled by each UK Link User, then each UK Link User shall procure that all person(s) who own and /or control the relevant premises shall in addition to (and not in substitution for) each UK Link User, comply with all of the obligations specified in paragraphs 3.3.4 to 3.3.11 as if they were the UK Link User. Any non-compliance by any of such person(s) shall be deemed to be a breach by each UK Link User and each UK Link User shall be accordingly liable in accordance with the provisions of this Document in respect of any such breach. Each UK Link User shall, if requested by the CDSP, procure a direct undertaking from any such person who owns and/ or controls the relevant premises agreeing to be bound by all relevant provisions of this Document. Any such undertaking shall be in a form approved by the CDSP (such approval not to be unreasonable withheld or delayed).

3.3.13 Where a UK Link User is a secondary user of the relevant CDSP Available Equipment (because the equipment is shared with a third party and installed at that primary user's premises), then paragraphs 3.2.1 to 3.3.11 shall be deemed amended so that such UK Link User shall procure that the primary user of such CDSP Available Equipment complies with such paragraphs.

#### 3.4 Means of telecommunication

The means of telecommunication to be used for the purposes of UK Link, including the telecommunication protocols and requirements as to third party service provider(s) will be as set out in the ~~Existing UK Link Manual~~ [\[File Transfer Definition\]](#).

### 4. Extent of, and conditions of, access to UK Link

#### 4.1 Licence

4.1.1 Subject to the restrictions in paragraph 4.1.2, a UK Link User may for the purposes contemplated by the Uniform Network Code (including such purposes under an Ancillary Agreement, Network Entry Agreement or Network Exit Provisions) or the DSC, but not otherwise:

- (a) have access to and use UK Link;
- (b) use the Licensed Software; and
- (c) make use of the ~~Existing~~ UK Link Manual.

4.1.2 The licence granted in paragraph 4.1.1 to each UK Link User is royalty-free (but without prejudice to any sum due pursuant to the DSC) and non-exclusive and non-transferable and shall terminate automatically upon that UK Link User ceasing to be a UK Link User for any reason.

~~4.1.3 In respect of each UK Link User, the "Licensed Software" means the software referred to in paragraph 3.2.5 (as described in the Existing UK Link Manual) and provided to the UK Link User (in object code or other form), and new releases of that software.~~

4.1.3 ~~4.1.4~~ UK Link, the Licensed Software, any accompanying documentation, the ~~Existing~~ UK Link Manual and all copyright and other intellectual property rights of whatever nature therein are and shall at all times remain as between the CDSP and each UK Link User the property of the CDSP.

#### 4.2 Restrictions on the Use of Licensed Software and the ~~Existing~~ UK Link Manual

4.2.1 A UK Link User may use the Licensed Software only on the UK Link User Equipment.

4.2.2 A UK Link User may not:

- (a) copy the Licensed Software, any documentation including any manual accompanying the Licensed Software, or the ~~Existing~~ UK Link Manual, except for the purpose of making two (2) back-up copies of these materials;
- (b) sub-license use of the Licensed Software to a third party;
- (c) except as may be permitted by law, decompile, disassemble or modify the whole or any part of the Licensed Software;
- (d) charge or otherwise deal in or encumber the Licensed Software or any accompanying documentation; or
- (e) delete, remove or in any way obscure any proprietary notices of the CDSP or a third party on any copy of the Licensed Software, accompanying documentation or the ~~Existing~~ UK Link Manual.

4.2.3 Without prejudice to the provisions as to confidentiality of Section V5 of the Uniform Network Code or (as the case may be) the agreement referred to in paragraph 2.2.3, each UK Link User shall:

- (a) reproduce the CDSP's copyright notices on any copy made by it of the Licensed Software, accompanying documentation or the ~~Existing~~ UK Link Manual;
- (b) keep records of the making of each copy of the Licensed Software, accompanying documentation or the ~~Existing~~ UK Link Manual and location of such copies, and upon request forthwith produce such records to the CDSP; and
- (c) without prejudice to the foregoing, subject to paragraph ~~4.2.4~~4.2.4, take all such other reasonable steps which shall from time to time be necessary in the reasonable opinion of the CDSP to protect the confidential information and intellectual property rights of the CDSP in the Licensed Software, accompanying documentation and the ~~Existing~~ UK Link Manual.

4.2.4 ~~Except~~Subject to the terms in the DSC or the UK User Link Agreement (if applicable), except where the UK Link User is in breach of this paragraph 4, paragraph 4.2.3(c) shall not require a UK Link User to take or join in taking any legal proceedings:~~(a) — where the UK Link User is (in its reasonable opinion) justified in declining to do so on the grounds that it does not wish to be involved in legal proceedings against the particular third party(ies) involved; and (b) ——— except on terms that the CDSP indemnifies the UK Link User in respect of all costs and liabilities incurred in so doing and on such other terms as the UK Link User may reasonably require.~~

4.2.5 A UK Link User shall not, and shall not attempt to, download, delete, modify or knowingly damage or access for any purpose other than as authorised under this ~~Annex~~Document, any software ~~program~~(including any firmware) comprised in UK Link or installed on any equipment (other than the UK Link User Equipment) forming part of UK Link.

### 4.3 Interoperability of Licensed Software

4.3.1 To the extent permitted ~~by~~ under the terms of any head licence the CDSP may have with a third party in respect of any of the Licensed Software, the CDSP will provide on request from a UK Link User to that UK Link User information regarding interfaces and standard protocols relating to the Licensed Software, to enable the Licensed Software to be used in conjunction with other software which is not provided by the CDSP.

4.3.2 The CDSP gives no warranty regarding the interoperability of the Licensed Software with other software (other than any other software comprised in the Benchmark UK Link Configuration).

### 4.4 Releases

4.4.1 The CDSP may issue from time to time new versions of any of the Licensed Software by way of UK Link Modification subject to and in accordance with the Change Management Procedures.

4.4.2 ~~Each~~ if so requested by the CDSP, a UK Link User shall ~~be obliged to~~ install new releases of the Licensed Software on the UK Link User Equipment by the date and time specified ~~(so as to provide reasonable notice to the UK Link User)~~ by the CDSP.

4.4.3 Within a reasonable time after installation of a new release, a UK Link User shall destroy all copies or any part of the superseded version of the Licensed Software, as required by the CDSP.

#### 4.5 Copyright

~~4.5.1 The CDSP shall ensure that the licence granted to such UK Link User in respect of the Licensed Software under paragraph 4.1, and the use by such UK Link User of the Licensed Software in compliance with the requirements of this Annex, does not and will not infringe the intellectual property rights of any third party.~~

~~4.5.2~~ In the event that any of the Licensed Software or any part of UK Link becomes, or in the CDSP's reasonable opinion is likely to become, the subject of a claim for infringement of copyright or any other intellectual property rights owned by a third party, the CDSP may (without prejudice to any other action it may take in respect of such claimed infringement) in accordance with the Change Management Procedures replace or modify that Licensed Software or part of UK Link so as to make it non-infringing.

#### 4.6 Indemnity and liability

4.6.1 Any UK Link Users which have entered into an agreement with the CDSP in respect of UK Link (such as DSC or a UK Link User Agreement) shall be subject to the indemnity and liability provisions in those agreements (as applicable) and this clause 4.6 shall not apply save for this clause 4.6.1 and clauses 4.6.2 and 4.6.6.

4.6.2 For the avoidance of doubt, to the extent any provision of the DSC or the UK Link User Agreement (as applicable) conflicts with this paragraph 4.6, the DSC or UK Link User Agreement (as applicable) shall prevail.

4.6.3 ~~4.6.1~~ Each UK Link User shall indemnify and hold harmless the CDSP from and against any and all loss, liability, damage, claim, action, proceeding, cost and expense resulting from any breach by such UK Link User of paragraph 4.2.

4.6.4 ~~4.6.2~~ Where any claim has been made against the CDSP on the basis of facts, events or circumstances which are or may be the subject of the indemnity given under paragraph ~~4.6.1~~

4.6.5 ~~4.6.3~~ by a UK Link User, ~~and the CDSP would intend to enforce such indemnity in respect of such claim,~~ the UK Link User:

- (a) if so requested by the CDSP, agrees to provide reasonable assistance, not being financial assistance (but without prejudice to the indemnity itself), to the CDSP in defending the claim;
- (b) agrees that where it may reasonably be concluded, having regard to the extent to which the CDSP has defended the claim, from a finding of a court of competent jurisdiction against the CDSP that the UK Link User was in breach of ~~paragraph 4.2~~ this Document, such breach will be taken to be established by such finding of such court;
- (c) acknowledges that there will be circumstances in which it is commercially appropriate that the CDSP should settle or cease to defend such claim, and agrees (if requested)

to discuss in good faith with the CDSP such settlement or ceasing to defend, or any other arrangements by which the financial and other burden of continued defence would be borne by the UK Link User.

~~4.6.3 Without prejudice to any other provision of the DSC:~~

4.6.6 The CDSP shall not be liable:

- (a) ~~the CDSP will not be liable~~ to any UK Link User for or for the consequences of any failure, error or defect in or in the operation or performance of UK Link or any part of UK Link (whether in the hardware, software ~~programming~~ or otherwise) or the performance, availability or non-availability of UK Link;
- (b) ~~the CDSP shall not be liable~~ in respect of any damage or loss or corruption of any software or data or information contained in ~~a computer~~ any IT system resulting from ~~willful~~ willful breach of paragraphs 7.1.1 to 7.1.5 and 7.2(a), to the extent that the breach giving rise thereto occurred as a result of the breach by ~~another~~ such UK Link User; and
- (c) ~~without prejudice to any contractual obligation binding on the CDSP other than under the DSC, the CDSP accepts no responsibility~~ for the accuracy of any communication which is not a Code Communication and is made as a UK Link Communication.

4.6.7 To the extent that each UK Link User has failed to keep the CDSP Available Equipment insured in accordance with paragraph 3.3.9 or the insurance proceeds to be applied for the purposes of paragraph 3.3.11 are insufficient, the UK Link User shall indemnify the CDSP for all loss suffered by it (whether direct or indirect) provided that the total liability of the UK Link User under this indemnity shall not exceed 150% (one hundred and fifty per cent) of the value of the CDSP Available Equipment notified to the UK Link User in accordance with paragraph 3.3.9 above.

4.6.8 Notwithstanding any other provision of this Document, neither the CDSP nor any UK Link User excludes or limits liability to the other for:

- (a) death or personal injury caused by its own negligence;
- (b) liability for fraud or fraudulent misrepresentation; or
- (c) any other liability the exclusion and / or limitation of which is expressly prohibited by statute or at law.

4.6.9 Except as expressly stated in this Document, neither the CDSP nor any UK Link User shall be liable to the other under the DSC for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of goodwill;
- (e) loss of anticipated savings; and / or
- (f) indirect, special or consequential loss or damage.

**4.7 Authorised representative**

- 4.7.1 Where so specified in the ~~Existing~~ UK Link Manual, a UK Link User may only have access to and use of certain parts ("**individual access parts**") of UK Link by an Authorised Representative.
- 4.7.2 An "**Authorised Representative**" is:
- (a) in respect of UK Link, a representative who has been provided with a user account and is authorised in accordance with the [Annex C1 – UK Link Security Operating Framework Document](#); or
  - (b) for all other purposes, a representative of a UK Link User who has been designated by the UK Link User in accordance with paragraph 4.7.3 and for whom a UK Link Identity under paragraph 5.1(b) has been issued.
- 4.7.3 Each UK Link User shall designate one or more representatives of that UK Link User as having authority to access and use, on behalf of that UK Link User, individual access parts of UK Link.
- 4.7.4 ~~A~~ Subject to paragraph 4.7.9, a designation, and any withdrawal of the designation, of a representative under paragraph 4.7.3 shall be made by the nominating UK Link User by Conventional Notice to the CDSP specifying:
- (a) the name of the representative; and
  - (b) the date (not, unless the CDSP shall agree otherwise, being less than five (5) Business Days after such notification is given) with effect from which such designation or withdrawal is to take effect.
- 4.7.5 A representative designated under paragraph 4.7.3 shall become an Authorised Representative with effect from the date when a UK Link Identity is issued for his use in accordance with paragraph 5.1(b).
- 4.7.6 Each UK Link User shall :
- (a) comply, and ~~secure~~ procure that its Authorised Representatives shall comply, with the provisions of the ~~Existing~~ UK Link Manual, including this Document; and
  - (b) ~~in respect of the designation and actions of~~ be responsible for all acts or omissions of its Authorised Representatives.
- 4.7.7 Subject to paragraph 4.7.8, a UK Link User shall not be entitled to have access to or use of individual access parts of UK Link other than by its Authorised Representatives.
- 4.7.8 Where, in accordance with any relevant requirements under ~~the Existing~~ Annex C1 – UK Link Manual Security Operating Framework Document, any access to or use of any individual access part of UK Link by a UK Link User is initiated by ~~a computer~~ an IT system of the UK Link User on an automated basis pursuant to an arrangement made by an Authorised Representative, such access or use shall be treated as being by such Authorised Representative.

#### 4.7.9 [ ]

### **5. Issue of UK Link identification and passcodes**

5.1 ~~[A "UK Link Identity"~~ is the user identification(s) and passcode(s) (as described in the ~~Existing~~ UK Link Manual) by means of which:

- (a) a UK Link User; or

- (b) as respects individual access parts of UK Link, a representative of a UK Link User, may have access to UK Link.
- 5.2 The CDSP shall issue to each UK Link User in accordance with ~~the Existing~~[Annex C1 – UK Link Manual Security Operating Framework Document](#):
- (a) a UK Link Identity under paragraph 5.1(a); and
- (b) upon receipt of notice from a UK Link User under paragraph 4.7.4, a UK Link Identity under paragraph 5.1(b) for the use of the representative designated in such notice.
- 5.3 A UK Link User shall be responsible for the actions of persons to whom it may make known its UK Link Identity under paragraph 5.1(a), and of its Authorised Representatives, and for the security of its and of each of its Authorised Representatives' UK Link Identities, which shall not be assigned or transferred or made known to any third party, nor (in the case of a UK Link Identity under paragraph 5.1(b)) to any representative of the UK Link User other than the Authorised Representative for whose use it was issued.
- 5.4 The passcode(s) comprised in each UK Link Identity are subject to requirements for periodic change in accordance with the ~~Existing~~ [Annex C1 – UK Link Manual Security Operating Framework Document](#).
- 5.5 For security reasons, in the circumstances described in and otherwise in accordance with the ~~Existing~~[Annex C1 – UK Link Manual Security Operating Framework Document](#), a new UK Link Identity may be issued to a UK Link User or an Authorised Representative.
- 5.6 The CDSP shall be entitled to assume that any person using a UK Link User's UK Link Identity under paragraph 5.1(a), and any Authorised Representative of a UK Link User, is fully authorised to access and use UK Link (and in particular to initiate, authorise and transmit, and to receive or access for the purposes of receiving, UK Link Communications); and any UK Link Communication transmitted by such a person or (as the case may be) an Authorised Representative shall be treated as given by the UK Link User.]
- [5.7 \[Each UK Link User shall comply with all provisions in Annex C1 – UK Link Security Operating Framework Document in respect of UK Link identification and passcodes.\]](#)
- 6. Availability and downtime**
- 6.1 [To enable the CDSP to operate and maintain UK Link, ~~on each day and/or particular days~~ UK Link, or (where so specified in the ~~Existing~~ UK Link Manual) particular parts of UK Link, will not be operational at certain times and for certain periods ("**planned UK Link downtime**") specified in or determined in accordance with ~~the Existing~~[Annex C2 – UK Link Manual S Service Definition Document](#)].
- 6.2 During planned UK Link downtime, UK Link Users will not be able to have access to or use UK Link or the relevant part thereof, and accordingly will not be able to make UK Link Communications, except to the extent, if any, provided for in the ~~Existing UK Link Manual~~[Gemini Contingency Procedures or Annex E – Code Contingency Guidelines Document](#).
- 6.3 During planned UK Link downtime, notwithstanding any other provision of the Uniform Network Code, Users and the Transporter will not be entitled to make any Code Communication which is required to be made as a UK Link Communication, except to the extent (if any) provided for in ~~the Existing~~ [Annex C2 – UK Link Manual S Service Definition Document](#) or (where part only of UK Link is subject to such downtime) where such part is not required to enable such communication to be made, and their respective rights under the Uniform Network Code shall be construed accordingly.

- 6.4 Except as provided in paragraph 6.5(b), the unavailability of UK Link during planned UK Link downtime will not be a Code Contingency for the purposes of GT Section D5.9 of the Uniform Network Code; by any such unavailability which extends or the CDSP reasonably anticipates will extend beyond the period of planned UK Link downtime will (subject to and in accordance with the Contingency Procedures) be a Code Contingency.
- 6.5 For the purposes of GT Section D5 of the Uniform Network Code, a Code Contingency may (where so specified in the Contingency Procedures) include:
- (a) a degradation in performance of UK Link which falls short of a failure thereof (where the Contingency Procedures are likely, having regard to such degradation, to provide a superior method of communicating); and
  - (b) planned UK Link downtime which occurs other than between [03:00 hours and 05:00] hours on any Day.]

[6.6 \[Each UK Link User shall comply with all provisions in the UK Link IS Service Definition Document in respect of UK Link availability and downtime.\]](#)

## **7. UK Link security and anti-virus requirements**

### **7.1 Operational Security**

- 7.1.1 Each UK Link User and the CDSP undertakes to implement and maintain all security procedures and measures ~~required under the 'UK Link Security Policy' by the Existing UK Link Manual~~ to prevent unauthorised access to or use of UK Link and to ensure the protection of UK Link Communications against the risk of resulting alteration, delay, disruption or loss.
- 7.1.2 If a UK Link User becomes aware that (notwithstanding paragraph 7.1.1) any unauthorised access to or use of UK Link has or may have occurred, it shall promptly by telephone ~~or facsimile~~ so notify the CDSP and take such other steps as may be required under ~~the Existing~~Annex C1 – UK Link Manual~~Security Operating Framework Document~~.
- 7.1.3 If the CDSP becomes aware that (notwithstanding paragraph 7.1.1) any unauthorised access to or use of UK Link has or may have occurred, it shall promptly by telephone ~~or facsimile~~ so notify any UK Link User who may be affected thereby (a UK Link User being so affected where a UK Link Communication given by or to such UK Link User may have been affected thereby, or where there may have been unauthorised access to information relating to such UK Link User), and take such other steps as may be required under ~~the Existing~~Annex C1 – UK Link Manual~~Security Operating Framework Document~~.
- 7.1.4 Upon any notification under paragraph 7.1.2 or 7.1.3, the CDSP and the relevant UK Link User(s) shall discuss what steps if any (in addition to those required under ~~the Existing~~Annex C1 – UK Link Manual~~Security Operating Framework Document~~) may be appropriate to reduce the risk of any further unauthorised access to or use of UK Link, and the extent to which any modification under the Change Management Procedures may be appropriate in the light thereof.
- 7.1.5 If through UK Link a UK Link User obtains or receives unauthorised access to information concerning another UK Link User, or receives a Code Communication sent to another UK Link User, the first UK Link User will promptly so inform the CDSP and will close the screen on which such information or communication appears or delete the same from its UK Link User Equipment and any other equipment without making any copy thereof (and destroying any copy accidentally made) and make no further use thereof.

### **7.2 Virus Protection**

The CDSP and each UK Link User shall:

- (a) implement and maintain policies and procedures, in accordance with the requirements of ~~the Existing Annex C1 – UK Link Manual~~ [Security Operating Framework Document](#), designed to prevent harmful code or programming instruction(s):
  - (i) from being transmitted to the other or incorporated into UK Link or into any computer program material or medium delivered to the other by reason of anything done by such party pursuant to GT Section D of the Uniform Network Code or ~~the Existing Annex C1 – UK Link Manual~~ [Security Operating Framework Document](#); or
  - (ii) if received by it from the other, from being incorporated into its own ~~computer~~ hardware or software; and
- (b) promptly notify the other (in accordance with the relevant procedures set out in ~~the Existing Annex C1 – UK Link Manual~~ [Security Operating Framework Document](#)) if it knows or has any reason to believe that (notwithstanding paragraph 7.2(a)) any such code or instruction has been so transmitted or incorporated or received.

7.3 [\[Each UK Link User shall comply with all provisions in Annex C1 – UK Link Security Operating Framework Document in respect of operational security and virus protection.\]](#)

## 8. UK Link protocols and standards

8.1.1 A UK Link User shall not access or use UK Link other than by means ~~of the UK Link User Equipment and UK Link User Software~~ [permitted by this document](#) and in accordance with the protocols and standards and other requirements set out ~~the Existing UK Link Manual~~ [Annex C2 – UK Link IS Service Definition Document and Annex C3 – UK Link Standards Guide Document](#).

## 9. CDSP rights to suspend access to UK Link

### 9.1 Temporary inhibition of access

9.1.1 ~~Where at any time:~~ [Without prejudice to the rights and remedies the CDSP may have under the DSC or UK Link User Agreement \(as applicable\), where at any time:](#)

- (a) a UK Link User is not complying with any requirement of this ~~Annex Document~~ [Annex Document](#) or the ~~Existing~~ UK Link Manual in respect of access to or use of UK Link; ~~and~~
- (b) such non-compliance does not result from:
  - (i) any action by the CDSP, other than an action which it is required to take or might reasonably be expected to take to comply with a requirement of this ~~Annex Document~~ [Annex Document](#) or the ~~Existing~~ UK Link Manual; or
  - (ii) a failure by the CDSP to comply with a requirement of this ~~Annex Document~~ [Annex Document](#) or the ~~Existing~~ UK Link Manual; ~~and (c) — in the reasonable opinion of the CDSP such non-compliance is resulting in or will result in material disruption to the access to or use of UK Link by other UK Link Users and/or the CDSP,~~

the CDSP may take any reasonable steps to ~~inhibit~~ [suspend](#) or (but only where appropriate) discontinue access to UK Link by the defaulting UK Link User.

9.1.2 The CDSP will notify a UK Link User by telephone ~~(followed by facsimile)~~ of any steps under paragraph 9.1.1 wherever practicable before and in any event as soon as practicable after taking such steps; and will restore the UK Link User's access to UK Link promptly upon the UK Link User demonstrating to the CDSP's reasonable satisfaction that the non-compliance referred to in paragraph 9.1.1 ~~(e)~~ will not recur.

## 9.2 Short term suspension of access

Where at any time a failure in or degradation in the performance of any part of UK Link is likely to occur, or such a degradation has occurred, and in the CDSP's judgement it will be possible to prevent such failure or degradation, or remedy such degradation, by suspending access to and use of UK Link or a part thereof at a time and for a period which will not result in significant inconvenience to UK Link Users in the use of UK Link for making Code Communications:

- (a) the CDSP shall be entitled, subject to paragraph (b), to suspend access to and use of UK Link (in accordance with such [applicable UK Link Manual or CDSP procedures](#) as to notification of UK Link Users); and ~~otherwise as may be provided in the Existing UK Link Manual~~;
- (b) if at any time subsequently it becomes apparent to the CDSP that such suspension will continue for a period or at a time at which it will result in such inconvenience to UK Link Users, any applicable Contingency Procedures will be initiated.

## 10. CDSP provision of ~~helpdesk~~[Service Desk](#) and further assistance

- 10.1 The CDSP will provide a ~~help-desk~~[Service Desk](#), with reasonable resources to meet reasonable requests made by UK Link Users, as described in ~~the Existing Annex A – Description of UK Link Manual~~[System Document \(the "Service Desk"\)](#), which will assist UK Link Users in identifying the nature and cause of any operational problems experienced in accessing or using UK Link.
- 10.2 Without prejudice the terms on which the CDSP may supply or maintain any CDSP Available Equipment or Licensed Software pursuant to ~~paragraphs~~[paragraph](#) 3.3.1 to ~~3.3.5~~
- 10.3 [3.3.3](#), where (following any assistance from such ~~help-desk~~[Service Desk](#) or the identification of any such operational problem or otherwise) the CDSP agrees to provide any further assistance to a UK Link User in the remedying of such an operational problem as is referred to in paragraph 10.1 (other than one resulting from any default of the CDSP), the CDSP reserves the right to make a charge therefor in accordance with the ~~Existing~~[DSC or applicable UK Link Manual](#)[User Agreement](#).
- 10.4 Except where the Uniform Network Code, ~~DSC~~ or the ~~Existing~~ UK Link Manual expressly provides otherwise, no communication by or to the ~~help-desk~~[Service Desk](#) shall take effect as a Code Communication.

## 11. Ceasing to be a UK Link User

~~Upon~~[Without prejudice to the provisions of the DSC or UK Link User Agreement \(as applicable\), upon](#) ceasing to be a UK Link User for any reason, a former UK Link User shall:

- (a) return all CDSP Available Equipment which has been supplied (other than by way of sale) by the CDSP to the former UK Link User immediately and in accordance with the terms on which that Equipment was supplied as set out in the ~~Existing~~[DSC](#), UK Link ~~Manual~~[User Agreement and/or this Document \(as applicable\)](#);
- (b) return the Licensed Software and all copies of the Licensed Software and documents relating to the Licensed Software or supply to the CDSP a certificate signed by an authorised officer of the former UK Link User confirming that the Licensed Software, related documentation and all copies thereof have been destroyed;
- (c) ~~return all copies of~~[no longer access](#) the ~~Existing~~ UK Link Manual ~~immediately to the CDSP or supply in any way~~;
- (d) [provide](#) a certificate to the CDSP signed by an authorised officer of the former UK Link User confirming that ~~all any~~ copies of the ~~Existing~~ UK Link Manual ([paper or otherwise](#)) have been destroyed; and

| (e) ~~(d)~~ ensure that its Authorised Representatives discontinue access to and use of UK Link.

## Appendix A – External UK Link Users

### Categories of persons:

- (a) the Authority;
- (b) Meter Readers;
- (c) User Agents;
- (d) Delivery Facility Operators and Connected System Operators;
- (e) Meter Asset Providers; and
- (f) Meter Asset Managers.

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