

MOD 0259 – Removal of Obligations to Install UK Line User Equipment and UK Link User Software for UK Link Users who utilize the services of an UK Link User Agent

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(prepared by Scotia Gas Networks Limited)

Proposed Amendments to Transportation Principal Document Section U

UNIFORM NETWORK CODE – TRANSPORTATION PRINCIPAL DOCUMENT

SECTION U – UK LINK

2.2 User Equipment and User Software

2.2.1 It is the responsibility of each UK Link User, at its expense (but subject to paragraph 2.2.13), to secure that there are provided at its premises or where applicable its User Agent's premises (in accordance with Section V2.1.2(d)(i)) (except that the Active Notification Device referred to in paragraph 4.6.4 need not be held on the premises) and maintained and from time to time (as required by any UK Link Modification in accordance with paragraph 8) modified, upgraded or replaced, the computer hardware 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 UK Link Manual.

2.2.2 The Transporters and each UK Link User shall take all reasonable steps:

- (a) to secure that the 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 the UK Link Network.

2.2.3 In accordance with the UK Link Manual, UK Link Users will be classified according to indicators of expected use of and access to UK Link; and the minimum scope and configuration of the equipment, software, facilities and resources from time to time to be provided by a UK Link User in accordance with paragraph 2.2.1 will be determined (as described in the UK Link Manual) by reference to such classification.

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2.2.4 For the purposes of this Section U:

(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 2.2.1;

(b) "UK Link User Software" is the software from time to time installed on the UK Link User Equipment in accordance with paragraph 2.2.1.

2.2.5 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 and in accordance with the protocols and standards and other requirements set out in the UK Link Manual.

2.2.6 Except in so far as provided by the Transporters in accordance with paragraph 2.3, 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 UK Link Manual.

2.2.7 In accordance with the UK Link Manual, a UK Link User must obtain and the Transporters will provide under licence certain of the software required to be installed pursuant to paragraph 2.2.1.

2.2.8 Except as provided in paragraph 2.2.7 and as otherwise provided in the UK Link Manual, and without prejudice to the requirements of this paragraph 2.2, UK Link Users may procure from any source any of the equipment, facilities and software required under paragraph 2.2.1.

2.2.9 Where the UK Link Manual specifies (in addition to what is specified for the purposes of paragraph 2.2.1) any benchmark ("Benchmark UK Link Configuration") for the specification, standard or configuration of equipment, software or other facilities to be installed pursuant to paragraph 2.2.1:

(a) a UK Link User shall not be required to secure that its UK Link User Equipment and UK Link User Software comply with the Benchmark UK Link Configuration (but without prejudice to paragraph 2.2.1); 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 that the equipment, software and facilities installed by him are capable of operating in accordance with the requirements of this Section U and allowing UK Link to function thereon.

2.2.10 The Benchmark UK Link Configuration expressly excludes any computer hardware or software whose functions are beyond the scope of what is required (in accordance with paragraph 2.2.1) for the use of and access to UK Link.

2.2.11 The Transporters agree that they will, in consultation with the UK Link 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 Users with a view to determining whether it would be appropriate (as a UK Link Modification) to modify such configuration.

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2.2.12 Where the 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 Transporters 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 UK Link Manual.

2.2.13 Paragraph 2.2.1 is without prejudice to any term referred to in paragraph 2.3.4 pursuant to which the cost of maintenance of any Transporter Available Equipment is to be borne by the Transporters.

2.3 Transporter Available Equipment and Software

2.3.1 For the purposes of this Section U "Transporter Available Equipment" and "Transporter Available Software" are respectively those items of computer hardware and other equipment, and computer software (excluding that referred to in paragraph 2.2.7), which are available to be provided by the Transporters as described in the UK Link Manual.

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

2.3.3 The Transporters will not provide (and shall not be deemed to have provided) to a UK Link User any Transporter Available Software except on terms that the Transporters do 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.

2.3.4 The terms (including without limitation terms as to hire and other charges or fees) upon which the Transporters provide any Transporter Available Equipment or Transporter Available Software, or maintain any Transporter Available Equipment, shall be those set out in the UK Link Manual or otherwise agreed between the Transporters and the UK Link User, and do not form part of the Code and are not an Ancillary Agreement; provided that where a UK Link User has not entered into an agreement with the Transporters in respect thereof, it shall be deemed to have agreed to the applicable terms in the UK Link Manual.

2.3.5 UK Link User Equipment (including replacement parts) which is provided by the Transporters shall be deemed to comply with the Benchmark UK Link Configuration.