

DSC SERVICE DOCUMENT

UK LINK MANUAL

Part B

1. Introduction

1.1 This document sets out the:

- (a) Process to be followed to become a UK Link User;
- (b) UK Link User requirement to procure all necessary equipment, software and telecommunication equipment, and configuration;
- (c) Extent of, and conditions of, access to UK Link;
- (d) Issue of UK Link identification and passcodes;
- (e) Availability, downtime and capacity constraints in UK Link;
- (f) UK Link security and anti-virus requirements;
- (g) UK Link protocols and standards;
- (h) CDSP rights to suspend access to UK Link;
- (i) CDSP provision of helpdesk and further assistance; and
- (j) Ceasing to be a UK Link User.

1.2 For the purposes of this Part B, references to a UK Link User or UK Link Users exclude the CDSP.

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

2.1 UK Link Users are required to comply with this Part B, 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 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;

Comment [1]:

GENERAL NOTE:

This working first draft of Part B is an indication of the types of matters that will be dealt with in this section of the UK Link Manual.

It currently contains the potentially applicable provisions of Section U of the Uniform Network Code updated to use the terminology of the DSC. This allows stakeholders to track the destination of Section U provisions omitted from the updated Section U of the Uniform Network Code.

However, some of these provisions no longer reflect current operations and processes, so they will be revised at a later date to: (i) bring them up to date; (ii) reflect their transfer into the DSC (e.g. by revising references to Uniform Network Code process where appropriate) and reflect the new DSC regime(s); and (iii) take account of / incorporate other relevant terms (e.g. user terms and the DSC Terms and Conditions).

Comment [2]: In this document, capitalised terms are as defined in the updated Section U and the DSC.

References to "paragraph" to be updated to "Paragraph" in due course for consistency with the DSC Terms and Conditions.

Comment [3]: Specific process / requirements for becoming a UK Link User to be incorporated.

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- (e) Meter Asset Providers for the purposes only of enabling communications with Meter Asset Managers.

2.2.3 No such person will be permitted to have access to or use of UK Link unless such person has executed an agreement substantially in the form set out (for the purposes of this paragraph 1.3.3) in Part [] of the UK Link Manual; 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.

Comment [4]: There are a number of references to other parts of the UK Link Manual that will need to be confirmed once the content of the document has been finalised.

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2.2.4 Insofar as differing from those under this Part B, the procedure by and terms upon which such a person may become a UK Link User are set out in Part [] of the UK Link Manual.

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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 agreement referred to in paragraph 2.2.3.

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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 Part [] of the UK Link Manual.

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

3.1 Introduction

3.1.1 This paragraph 2 sets out requirements (in respect of the provision of computer hardware, telecommunications facilities and equipment and computer software, and operational 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 accordance with the address strategy; and
- (c) in accordance with defined standards and protocols

all as described in Part [] of the UK Link Manual.

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 expense (but subject to paragraph 3.2.12), 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)] of the Uniform Network Code) [(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 the Change Control Procedures) 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 Part [] of the UK Link Manual.

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3.2.2 Each UK Link User shall take all reasonable steps:

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- (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.

3.2.3 In accordance with the Part [] of 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 3.1 will be determined (as described in Part [] of the UK Link Manual) by reference to such classification.

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3.2.4 For the purposes of this Part B:

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(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;

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(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.

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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 Part [] of the UK Link Manual.

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3.2.6 In accordance with Part [] of the UK Link Manual, a UK Link User must obtain and the CDSP will provide under licence certain of the software required to be installed pursuant to paragraph 3.1.

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3.2.7 Except as provided in paragraph 3.2.6 and as otherwise provided in Part [] of the 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.

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3.2.8 Where Part [] of the UK Link Manual 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 equipment, software or other facilities to be installed pursuant to paragraph 3.1;

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(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 3.1); but

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(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 Part B [and Section U of the Uniform Network Code] and allowing UK Link to function thereon.

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3.2.9 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 3.1) for the use of and access to UK Link.

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3.2.10 The CDSP agrees that it 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 UK Link Users with a view to determining whether it would be appropriate (as a UK Link Modification) to modify such configuration.

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3.2.11 Where Part [] of 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 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 Part [] of the UK Link Manual.

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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.

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3.3 CDSP Available Equipment and Software

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3.3.1 For the purposes of this Part B "CDSP Available Equipment" and "CDSP Available Software" are respectively those 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 Part [] of the UK Link Manual.

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

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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.

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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 the Part [] of the UK Link Manual or otherwise agreed between the CDSP and the UK Link User, and do not form part of the DSC; 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 Part [] of the UK Link Manual.

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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.

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3.4 Means of telecommunication

The means of telecommunication to be used for the purposes of the UK Link Network, including the telecommunication protocols and requirements as to third party service provider(s) will be as set out in Part [] of the UK Link Manual.

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

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4.1 Licence

Comment [5]: Overlap with Clause 7.7 of the DSC Terms and Conditions to be resolved.

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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:

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

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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 Part [] of the UK Link Manual) and provided to the UK Link User (in object code or other form), and new releases of that software.

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4.1.4 UK Link, the Licensed Software, any accompanying documentation, the 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,

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4.2 Restrictions on the Use of Licensed Software and the 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 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 UK Link Manual.

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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:

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- (a) reproduce the CDSP's copyright notices on any copy made by it of the Licensed Software, accompanying documentation or the UK Link Manual;
- (b) keep records of the making of each copy of the Licensed Software, accompanying documentation or the UK Link Manual and location of such copies, and upon request forthwith produce such records to the CDSP; and

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(c) without prejudice to the foregoing, subject to paragraph 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 UK Link Manual.

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4.2.4 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:

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(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.

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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 Part B, any software program comprised in the UK Link System or installed on any equipment (other than the UK Link User Equipment) forming part of UK Link.

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4.3 Interoperability of Licensed Software

4.3.1 To the extent permitted by the CDSP 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.

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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).

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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 Control Procedures.

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4.4.2 Each 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.

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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.

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4.5 Copyright

4.5.1 The CDSP warrants to each UK Link User that the licence granted to such UK Link User in respect of the Licensed Software under paragraphs 4.1, and the use by such UK Link User of the Licensed Software in compliance with the requirements of this Part B, does not and will not infringe the intellectual property rights of any third party.

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Comment [6]: Given the liability regime, to consider the appropriateness of this guarantee.

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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 Control Procedures, replace or modify that Licensed Software or part of UK Link so as to make it non-infringing.

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4.6 **Indemnity and liability**

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 paragraphs 4.2.

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

Comment [7]: To be considered together with Clause 11 (Liability) of the DSC Terms and Conditions.

Whilst indemnities are not specifically called out in the UK Link Manual outline, they are "legal" terms and so sit in this section of the UK Link Manual.

There is no CDSP provided indemnity for breach in line with the liability regime.

- (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 4.6.1, such breach will be taken to be established by such finding of such court; and
- (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.

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4.6.3 Without prejudice to any other provision of the DSC, 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 software programming or otherwise) [or the availability or non-availability of UK Link.

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4.6.4 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 system resulting from wilful 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 UK Link User.

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4.6.5 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.

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4.7 **Authorised representative**

4.7.1 Where so specified in Part [] of the 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.

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4.7.2 An "**Authorised Representative**" is 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.

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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 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:

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(a) the name of the representative;

(b) the date (not, unless the CDSP shall agree otherwise, being less than 5 Business Days after such notification is given) with effect from which such designation or withdrawal is to take effect.

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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).

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4.7.6 Each UK Link User shall comply, and secure that its Authorised Representatives shall comply, with the provisions of the UK Link Manual in respect of the designation and actions of 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.

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4.7.8 Where, in accordance with any relevant requirements under the UK Link Manual, any access to or use of any individual access part of UK Link by a UK Link User is initiated by a computer 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.

5. Issue of UK Link identification and passcodes

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5.1 A "**UK Link Identity**" is the user identification(s) and passcode(s) (as described in Part [] of the 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 Part [] of the UK Link Manual:

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(a) a UK Link Identity under paragraph 5.1(a); and

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(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.

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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.

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5.4 The passcode(s) comprised in each UK Link Identity are subject to requirements for periodic change in accordance with Part [] of the UK Link Manual.

5.5 For security reasons, in the circumstances described in and otherwise in accordance with Part [] of the UK Link Manual, 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.

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6. Availability and downtime, and capacity constraints in UK Link

Comment [8]: Overlap with the updated Section U to be resolved.

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 Part [] of the 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 Part [] of the UK Link Manual.

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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 Part [] of the UK Link Manual.

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6.3 During planned UK Link downtime, notwithstanding any other provision of the 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 UK Link Manual 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 Code shall be construed accordingly.

7. UK Link security and anti-virus requirements

Deleted: Except as provided in paragraph 6.1.3(b), the unavailability of UK Link during planned UK Link downtime will not be a Code Contingency for the purposes of paragraph 6; but any such unavailability which extends or the Transporters reasonably anticipate will extend beyond the period of planned UK Link downtime will (subject to and in accordance with the Contingency Procedures) be a Code Contingency. -

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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' [and] by Part [] of the 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.

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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 Part [] of the UK Link Manual.

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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 Part [] of the UK Link Manual.

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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 Part [] of the UK Link Manual) 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 Control Procedures may be appropriate in the light thereof.

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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.

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7.2 Virus Protection

~~The~~ CDSP and each UK Link User shall:

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(a) implement and maintain policies and procedures, in accordance with the requirements of Part [] of the UK Link Manual, 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 Section U of the Uniform Network Code or the UK Link Manual; or

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(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 Part [] of the UK Link Manual) if it knows or has any reason to believe that (notwithstanding paragraph 0(a)) any such code or instruction has been so transmitted or incorporated or received.

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8. UK Link protocols and standards

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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 Part [] of the UK Link Manual.] [below:]

9. CDSP rights to suspend access to UK Link

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9.1 Temporary inhibition of access

9.1.1 Where at any time:

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- (a) a UK Link User is not complying with any requirement of this Part B or any other provision of the DSC in respect of access to or use of UK Link;
- (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 Part B or any other provision of the DSC; or
 - (ii) a failure by the CDSP to comply with a requirement of this Part B or any other provision of the DSC; 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 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 9.1.9.1.1 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(c) 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 procedures as to notification of UK Link Users and otherwise as may be provided in Part [] of the 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 and further assistance

- 10.1 The CDSP will provide a help desk, with reasonable resources to meet reasonable requests made by UK Link Users, as described in Part [] of the UK Link Manual, 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 3.3.1 to 3.3.5, where (following any assistance from such help 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

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Comment [9]: Overlap with the updated Section U to be resolved.

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resulting from any default of the CDSP, the CDSP reserves the right to make a charge therefor in accordance with Part [] of the UK Link Manual.

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10.3 Except where the Code or the UK Link Manual expressly provides otherwise, no communication by or to the help desk shall take effect as a Code Communication.

11. **Ceasing to be a UK Link User**

Upon ceasing to be a UK Link User for any reason, a former UK Link User shall:

Comment [10]: Again, this section was not included in the UK Link Manual outline but best sit in this document as "legal" terms. To be considered together with Clause 17 of the DSC Terms and Conditions.

(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 Part [] of the UK Link Manual;

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(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;

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(c) return all copies of the UK Link Manual immediately to the CDSP or supply a certificate to the CDSP signed by an authorised officer of the former UK Link User confirming that all copies of the UK Link Manual have been destroyed; and

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

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The Transporters shall indemnify and hold harmless each UK Link User from and against any and all loss, liability, damage, claim, action, proceeding, cost and expense resulting from any breach by the Transporters of paragraph 3.5.

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1.1.1 Transporters or (as the case may be) a UK Link User (the "**indemnified party**")

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1.1.2 or (as the case may be) the Transporter (the "**indemnifying party**")

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3.2 or (as the case may be) paragraph 3.5
(a)

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1.1.3 Except as provided in paragraph 7.3.2, and w

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1.1.4 (including as respects Users under the Code generally)

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1.1.5 respect of the Performance Parameters,