

Modification 422 Work Group

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Re: Modification 422 Contractual Considerations

We have been asked to consider a proposed mechanism for the provision of data services to Meter Asset Providers (MAPs) following the implementation of UNC Modification 422.

The notes below have been prepared following discussions with the Xoserve Legal Team and are based on our current understanding of the Modification and of the way in which it is proposed that the services would be provided.

This letter is for the purpose of clarifying understanding and enabling discussion. It has no contractual or legal force and any contracts entered into would of course be subject to appropriate legal and contractual processes at the time.

- Xoserve would create and publish standard form services contracts to be entered into by MAPs. No MAP would be provided services without a contract in place between Xoserve and the MAP. In addition, the MAP would also be required to enter into a Confidentiality Agreement with the Gas Transporters.
- Xoserve would only enter in to a contract for the provision of the services to a MAP where there is evidence of the MAP's registration as a MAP under the Supply Point Administration market domain data.
- Xoserve would require the MAP to provide contractual assurances that the SPAA route of verification of data has been exhausted prior to the submission of a request for data under a contract with Xoserve.
- The MAP would be required to provide a contractual warranty to confirm that the requests for data will be relevant to the MAP's business and for internal purposes only. Xoserve would take steps to validate the requests against the overall portfolio of the MAP and, in the event Xoserve had any concerns over the validity of the requests, it would where

appropriate investigate and act accordingly, which may involve reporting to the SPAA on an exceptions basis.

- Additional provisions would be built in to the contract such as:
 - requiring the MAP to appoint a contract manager to authorise requesters within the organisation, to ensure an audit trail and appropriate approval levels;
 - limitation on frequency of requests to once a month;
 - a cap of 10% of the MAP's portfolio of MPRNs per month; and
 - a right for Xoserve to compare the MAP's portfolio of MPRNs to all the other MAP portfolios.

- The contract would include various remedies in the event the MAP fails to adhere to the requirements of the contract, with the ability for Xoserve to suspend provision of the services to investigate any reasonable suspicion of non-compliance with the contract and a right to terminate for breach.

We hope that the above points have provided some clarification of how the contractual arrangements may work to protect the provision of the data services. If there are further questions, please direct these to Andy Miller (Andy.J.Miller@Xoserve.com).

Xoserve