

- 2.2.4 Access to Data via an XML-RPC interface in the form of data structures of information extracted from Elexon reports specified in 2.1.
- 2.2.5 Access to Data in the form of HTML reports (web pages) displaying creations and/or derivations from or analysis of information extracted from Elexon reports specified in 2.1.
- 2.2.6 Access to Data in the form of Microsoft Excel™ reports (spreadsheets) displaying creations and/or derivations from or analysis of information extracted from Elexon reports specified in 2.1.
- 2.2.7 Access to Data via an XML-RPC interface in the form of data structures containing creations and/or derivations from or analysis of information extracted from Elexon reports specified in 2.1.

## SCHEDULE 1

### 1. THE FEES

#### 1.1 The Licence Fee

1.1.1 Until **Day Month, Year** the Licence Fee will be £0 per month

1.1.2 From **Day Month, Year** the Licence Fee will be £300 per month.

#### 1.2 Payment Terms and Invoice Details

1.2.1 Payment will be monthly in arrears.

1.2.2 The Licensee will be invoiced for the billing period on the day the billing period commences for payment 20 days after the commencement of the billing period.

1.2.3 The Licensee will be prevented from accessing the Service if payment for any billing period has not been paid into EnAppSys's bank account and cleared 30 days after the commencement of the billing period.

### 2. THE NETA REPORT WEBSITE SERVICES

#### 2.1 Data to be provided:

**TABLE 1 – SAA REPORTING (SAA-I014 Subflow 2)**

| <b>Name of report</b>                       | <b>Frequency</b>                      |
|---|---------------------------------------|
| Interim Information Settlement Report       | Daily                                 |
| Initial Settlement Report                   | Daily                                 |
| Timetabled Reconciliation Settlement Report | Daily                                 |
| Final Reconciliation Settlement Report      | Daily                                 |
| Post-Final Settlement Report                | Following a Post-Final Settlement Run |

**TABLE 2 – CDCA REPORTING**

| <b>Flow Name</b> | <b>Name of Report</b>      | <b>Frequency</b> |
|------------------|----------------------------|------------------|
| CDCA-I042        | Aggregated Data Report     | Daily            |
| CDCA-I030        | Meter Period Data Report   | Daily            |
| CDCA-I029        | Total Gross Demand per GSP | Daily            |

#### 2.2 Services to be Provided

2.2.1 Access to Data in the form of raw data. i.e. flat file report format from Elexon for the reports specified in 2.1.

2.2.2 Access to Data in the form of HTML reports (web pages) displaying information extracted from Elexon reports specified in 2.1.

2.2.3 Access to Data in the form of Microsoft Excel™ reports (spreadsheets) displaying information extracted from Elexon reports specified in 2.1.

IN WITNESS whereof this Licence has been entered into on the date specified on page 1.

SIGNED for and on behalf of ENAPPSYS )  
LTD in the presence of:- )

SIGNED for and on behalf of Another )  
Company in the presence of:- )

11.3 The rights and remedies provided by this Licence are cumulative and (unless otherwise provided in this Licence) are not exclusive of any rights or remedies provided by law.

12. **VARIATION**

No amendment or variation of the terms of this Licence or any documents entered into or delivered in accordance with its provisions shall be effective unless made or confirmed in writing and signed by all the parties to this Licence or such document.

13. **SEVERANCE**

13.1 If any provision of this Licence shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of this Licence which shall remain in full force and effect to the extent permitted by law.

13.2 If any provision of this Licence is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

14. **ENTIRE AGREEMENT**

14.1 This Licence includes any document specifically referred to in it and constitutes the entire agreement and understanding between the Licensee and EnAppSys relating to its subject matter.

14.2 Each of the parties acknowledges and agrees that in entering into this Licence and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Licence and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.3 Nothing in this clause 14 shall operate to limit or exclude any liability for fraud.

15. **RIGHTS OF THIRD PARTIES**

This Licence does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

16. **GOVERNING LAW AND JURISDICTION**

This Licence is governed by and shall be construed in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

- 9.1.5 immediately where the Licensee fails to pay the Licence Fee on the due date as specified in Schedule 1.
- 9.2 Upon termination of this Licence, the Licensee shall immediately cease to use the Service, Data, Documentation and third party software and shall cease accessing or connecting or seeking to access or connect with EnAppSys' web-service and if requested by EnAppSys, shall deliver up the Data, Documentation and third party software and all copies of the same to EnAppSys as soon as reasonably practicable after its receipt of the request, and in any event within 10 days after such receipt.
- 9.3 Where EnAppSys requires termination of this Licence for any reason other than by reason of a breach referred to in clauses 9.1.1 or 9.1.2 above, EnAppSys shall contact the Licensee to discuss the reason for the proposed termination.
- 9.4 The Licensee may terminate this Licence:-
- 9.4.1 by giving written notice in the event that a material breach of any provision of this Licence which is capable of remedy is committed by EnAppSys and is not remedied within 30 business days of receipt of a written request to remedy the same (such request to contain a warning of the intention to terminate at the end of such period of 30 business days);
- 9.4.2 by giving 30 calendar days' written notice in the event that a material breach of any provision of this Licence which is incapable of remedy is committed by EnAppSys; or
- 9.4.3 by giving at least 30 calendar days' notice in writing to EnAppSys. In the event that the Licensee serves notice under this clause 9.4.3 this Licence shall terminate immediately upon the expiration of the notice period.

EnAppSys shall be under no obligation to refund the Licence Fee or any portion of it in these or any other circumstances.

- 9.5 Clauses 4.6, 4.7, 4.8, 4.9, 6, 8 and 9.2 shall survive the termination, (whether by expiration or otherwise) of this Licence.

## 10. **ASSIGNMENT AND SUB-LICENSING**

- 10.1 The Licensee shall have no right to grant sub-licences or to make the Service or Data available to third parties.
- 10.2 The Licensee shall not dispose of any of its rights, beneficial interests or obligations under this Licence, in whole or in part.

## 11. **WAIVER**

- 11.1 No failure to exercise or any delay in exercising any right or remedy under this Licence shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
- 11.2 Any waiver given by a party must be in writing and expressly stated by an authorised employee of that party to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.

circumstances where the Licensee suffers loss or damage arising out of or in connection with the viewing, use or performance of EnAppSys' website or its contents, EnAppSys accepts no liability for this loss or damage (except where it has been grossly negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of EnAppSys or its servants, agents or any other person or entity.

- 8.3 If EnAppSys is liable to the Licensee for any reason, its liability will be limited to the amount paid by the Licensee to EnAppSys for a licence for use of the Service and Data concerned in the 12 month period prior to the claim arising. This limit does not apply to any liability EnAppSys may have for death or personal injury resulting from its negligence or for fraudulent misrepresentation, liability for which shall be unlimited.
- 8.4 The Licensee will fully indemnify EnAppSys from and against any and all Liabilities EnAppSys may incur arising from or in connection with:-
  - 8.4.1 breach of this Licence by the Licensee;
  - 8.4.2 the Licensee's use or possession of any Service, Data, Documentation, Confidential information or other information provided by EnAppSys; and
  - 8.4.3 any statement or representation about EnAppSys, its business, products or services made or communicated in or by any item, material or work approved by the Licensee.

## 9. **TERM AND TERMINATION**

- 9.1 This Licence is effective until terminated. EnAppSys may terminate this Licence:-
  - 9.1.1 by giving written notice of termination to the Licensee in the event that a breach of any provision of this Licence which is capable of remedy is committed by the Licensee and is not remedied within 10 business days from the date of receipt by the Licensee of such notice. In the event that such notice is given and the breach is not remedied within the 10 business day notice period referred to, this Licence shall terminate immediately upon the expiration of such notice period;
  - 9.1.2 by giving written notice of termination to the Licensee (which notice shall be effective immediately upon receipt by the Licensee) in the event that a material breach of any provision of this Licence which is incapable of remedy is committed by the Licensee;
  - 9.1.3 by giving not less than 30 calendar days' (or such other lesser period as may be necessary in the circumstances) written notice of termination to the Licensee at any time in the event that a modification to the BSC has caused or will cause the continued operation of this Licence to be inconsistent with the BSC or to be otherwise inappropriate. In the event that such notice is given, this Licence shall terminate immediately upon the expiration of the notice period specified in the notice;
  - 9.1.4 by giving not less than 30 calendar days' written notice to the Licensee at any time and for any reason whatsoever. In the event that such notice is given, this Licence shall be terminated immediately upon the expiration of the notice period specified in the notice; or

connection with the Data belong and shall belong to Elexon. Nothing in this Licence shall pass to the Licensee any rights of title or ownership in such Intellectual Property Rights.

- 6.2 The Licensee shall notify EnAppSys of any Infringement Claim of which it becomes aware.
- 6.3 EnAppSys will indemnify the Licensee from and against any costs, losses, damages or expenses incurred by or awarded against the Licensee as a result of or in connection with any Infringement Claim provided that:-
  - 6.3.1 the Licensee promptly notifies EnAppSys of such Infringement Claim in any event within two working days of being notified of such claim;
  - 6.3.2 the Licensee does not prejudice EnAppSys' defence of such Infringement Claim;
  - 6.3.3 the Licensee gives EnAppSys all reasonable assistance with such Infringement Claim; and
  - 6.3.4 such Infringement Claim does not arise as a result of any breach of the Licensee's obligations under this Licence.

## 7. ENAPPSYS' WARRANTIES

- 7.1 EnAppSys warrants that it has used commercially reasonable efforts to check for all known viruses.
- 7.2 Modification of any part of the Service or Data by parties other than EnAppSys, its agents, employees or sub-contractors, or modification of Licensee's network which results in the Service failing to function in accordance with its Documentation or failing to function in accordance with the any other warranties provided, shall render the warranties given null and void.
- 7.3 Except as expressly authorised by EnAppSys in writing, all Third Party Rights in Data or otherwise shall carry only the warranties provided by the owners thereof and EnAppSys gives no warranties for such Third Party Rights.

## 8. LIABILITY

- 8.1 This clause 8 sets forth the exclusive remedies for all claims based on failure of or defect in the Service, Data and Documentation, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence) or civil liability, strict liability or otherwise. The warranties provided herein are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied, or statutory. **The Licensee must accept the Service "as is" and "as available" without any warranty of any kind, either express or implied , including but not limited to, warranties of merchantability or fitness for a particular purpose. EnAppSys will use its reasonable endeavours to provide the Services continually but it does not warrant or represent that it can do so as it does not have control over the Internet or the Data. EnAppSys does not warrant that the Service, Data or Documentation (or Licensee's use thereof) will be free from all errors or its use will be uninterrupted and it may be variable.**
- 8.2 EnAppSys accepts no liability for any loss of profits, loss of business or production, depletion of goodwill or any other indirect or consequential loss, damage, costs or expenses whatsoever arising out of this Licence, in each case, howsoever caused, even if foreseeable. In

- 4.7.1 that the Confidential Information is disseminated within its organisation only on a “need-to-know” basis and for the purpose described in clause 2.2;
- 4.7.2 that persons within its organisation are and will be made fully aware of the provisions of this clause 4 and that they have their own personal obligation and duty (which shall be owed to both the Licensee and to EnAppSys) to ensure that the Confidential Information is kept strictly confidential;
- 4.7.3 that access to the Confidential Information is not given to any person who is not an employee or officer of the Licensee other than for the purposes set out in clause 2.2; and
- 4.7.4 that the Confidential Information is not disclosed to any unlicensed user or other unauthorised third party;
- 4.8 use its best endeavours to protect the Confidential Information and Intellectual Property Rights in the Service and the Data; and
- 4.9 undertake to ensure that the Service and the Data is properly protected at all times from unauthorised access or use and against misuse by any person.

## 5. **SYSTEMS**

- 5.1 Where the means by which the Licensee proposes to access or connect to the Service and Data are or have been or are likely to be subject to a virus, internet-borne attack, security breach or other event or incident which might adversely affect the Service or Data (“System Threat”), the Licensee on or becoming aware of such a System Threat shall:-
  - 5.1.1 take such immediate and effective steps as are available to it or within its power to protect the Service and Data from being or potentially being adversely affected (or if the Service or Data is or may already be or has been adversely affected, to protect it or prevent it from being further adversely affected). These steps shall (unless demonstrably unnecessary) include immediately ceasing to use the Licensee’s systems to access or connect with the Service and Data and to immediately terminate or suspend all access or connection to the Service and Data;
  - 5.1.2 give immediate notice of the Systems Threat to EnAppSys by telephone; and
  - 5.1.3 give immediate notice to EnAppSys once the Systems Threat has been resolved.
- 5.2 EnAppSys retains the right not to provide or to immediately cease providing the Licensee with the Service (or with access to it) in the event that there has been or is likely to be a Systems Threat to the Licensee’s systems, or a similar threat to the Service or Data from whatever source or cause.
- 5.3 EnAppSys, in the event that the situation described in clause 5.2 occurs, will only recommence the provision of the Service on being satisfied that the Systems Threat (or a similar threat to the Service from another source or cause) has been rectified, is at an end or is unlikely to occur and that there is no risk whatsoever to the Service or Data.

## 6. **INTELLECTUAL PROPERTY**

- 6.1 All Intellectual Property Rights in or used in connection with the Service belong and shall belong to EnAppSys or another third party. All Intellectual Property Rights in or used in



- 2.2 The Licensee shall only be entitled to Use the Service, including the Data, for the purpose of participating in or in connection with electricity trading in England and Wales.
- 2.3 For the avoidance of doubt, the Licensee has no right to:-
- 2.3.1 lease, rent, transfer, distribute, sub-licence, timeshare, or allow third parties to access the Service, Documentation, Data or any other data or information contained within the Service, nor assign any rights hereunder to a third party; or
- 2.3.2 Use the Service otherwise than for a purpose provided for in clauses 2.1 and 2.2.

### 3. **PAYMENT**

- 3.1 The Licensee will pay the Licence Fee plus VAT in the amount and at the times set out in Schedule 1.
- 3.2 EnAppSys shall invoice the Licensee as set out at Schedule 1.
- 3.3 The Licence Fee may be increased from time to time at the discretion of EnAppSys. EnAppSys shall provide three months' notice in advance of any increase in the Licence Fee.
- 3.4 If the Licensee fails to comply with any of the terms of payment for more than seven days after the due date for payment then, (without prejudice to clause 9) EnAppSys reserves the right to withhold provision of the Service or to terminate this Licence or any part of it without incurring any liability to the Licensee.

### 4. **LICENSEE'S OBLIGATIONS**

The Licensee will:-

- 4.1 either be a party to the BSC or be a licensee of the Data under the relevant section of the BSC;
- 4.2 supervise and control Use of the Service and Data in accordance with the terms of this Licence;
- 4.3 notify EnAppSys if it becomes aware of any use of the Service and Data in breach of this Licence;
- 4.4 effect and maintain adequate security measures to safeguard the Service and Data from access by any person other than employees of the Licensee in the normal course of their employment;
- 4.5 use its best endeavours to ensure that all persons allowed access to the Service and Data will comply with the terms and conditions of this Licence and any act or omission by any such user, which if it had been committed or omitted by the Licensee would be a breach of this Licence, will be deemed to be a breach of this Licence by the Licensee;
- 4.6 undertake to keep the Confidential Information confidential;
- 4.7 adopt and enforce adequate and proper procedures within its organisation for ensuring the confidentiality of the Confidential Information that is the subject of this Licence, including in order to ensure the following:-

databases);

- (e) moral rights;
- (f) any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effect to any of them;
- (g) any other intellectual or industrial property rights; and
- (h) any Confidential Information;

in each case whether or not registered or capable of registration, whether subsisting now or in the future in any part of the world and including all applications and rights to apply for any of the same together with all or any goodwill relating to the same;

|                      |   |
|----------------------|---|
| “Licence Fee”        | the sum set out in Schedule 1 as may be amended from time to time in accordance with clause 3.3 of this Licence;  |
| “Service”            | the NETA Reports Web-Service set out in Schedule 1 which provides information from the England and Wales electricity market via the website at <a href="http://www.netareports.com">www.netareports.com</a> , including the Data; |
| “Use”                | the analysis, processing, modification, copying, distribution, transmission, publication, sale and disposal of the whole or any part of the information or data contained within the Service or Data; and                         |
| “Third Party Rights” | the Intellectual Property Rights of a third party.  |

1.2 In this Licence:-

- 1.2.1 any gender includes any other gender;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
- 1.2.4 the headings in this Licence are for convenience only and shall not affect the interpretation of this Licence; and
- 1.2.5 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

2. **LICENCE**

- 2.1 In consideration of the payment of the Licence Fee by the Licensee to EnAppSys, EnAppSys grants to the Licensee a non-transferable and non-exclusive licence to Use the Service, including the Data for the purposes described in clause 2.2.

THIS AGREEMENT dated Day Month, Year is made BETWEEN:-

- (1) ENAPPSYS LTD (CN 04685938) whose registered office is at 19 Pinewood Road, Easglescliffe, Stockton on Tees, Cleveland, TS16 0AH (“EnAppSys”); and
- (2) Another Company [(CN xxxxxxxx) whose registered office is at Another Address (the “Licensee”).

IT IS AGREED as follows:-

## 1. INTERPRETATION

1.1 In this Licence the following terms shall have the following meanings:-

|                                |   |
|--------------------------------|---|
| “BSC”                          | the Balancing and Settlement Code as in force at the date of this Licence;  |
| “Confidential Information”     | all information including proprietary information, data, drawings, specifications, documentation, software listings, source or object code which EnAppSys may have imparted and may from time to time impart to the Licensee relating to the Service, and in particular the Data;   |
| “Data”                         | the data or information (whenever created) relating to the England and Wales electricity market, owned by Elexon, available through the Service, together with all creations and/or derivations from or analysis of (in each case in whatever format) such data or information;   |
| “Documentation”                | all material, including all printed material and on-line or electronic documentation (excluding training materials), referencing the Service provided by EnAppSys under this Licence;   |
| “Elexon”                       | Elexon Limited, (CN 03782949) whose registered office is at 4 <sup>th</sup> Floor, 350 Euston Road, London, NW1 3AW;  |
| “Infringement Claim”           | any claim or action that the normal operation, possession, use, development, modification or maintenance of the Service in accordance with the terms of this Licence infringes any Third Party Rights;  |
| “Intellectual Property Rights” | any and all of the following:- <ol style="list-style-type: none"><li>(a) rights in inventions, patents, registered designs, design rights, know-how, trade marks and service marks (whether registered or not);</li><li>(b) any trade, brand or business name and any distinctive sound used to differentiate the goods and services of a business;</li><li>(c) utility models;</li><li>(d) copyright (including all such rights in computer software and</li></ol> |

DATED Day Month, Year

ENAPPSYS LTD

and

Another Company

LICENCE

for the use of the NETA Reports Web-Service

