

**Draft Legal Text**

**DCP278 - ETTOS Secure Email Service User Allocation**

**Schedule 26 (ETTOS), amend Paragraph 2.3 as follows:**

- 2.3 Paragraph 2.1 shall not apply in respect of ETTOS Liabilities to the extent that DCUSA Ltd has a claim against another person in respect of such ETTOS Liabilities. Such other persons may include one or more of the ETTOS Service Provider, SPAA Ltd, the ETTOS Recipients, the Secretariat and/or the ETTOS Contract Manager. Such a claim may include a claim for payment by a Supplier Party under Paragraph 9. In the case of any such claim against any such person, DCUSA Ltd shall take all reasonable steps and proceedings to pursue and recover any amounts to which it is entitled from such other persons, unless and until the Panel determines (in consultation with Supplier Parties) that there is no reasonable prospect of success.

**Deleted:** such circumstances

**Schedule 26 (ETTOS), amend Paragraph 8.2 as follows:**

- 8.2 Each ETTOS Recipient shall:
- (a) provide a single point of contact for the ETTOS Service Provider to manage the exchange of information between the ETTOS Service Provider and that ETTOS Recipient in respect of the Energy Theft Tip-Off Service;
  - (b) (subject to provision of the relevant details by the ETTOS Service Provider) establish and maintain an account by which it can access the online portal made available by the ETTOS Service Provider for the purposes of the Energy Theft Tip-Off Service (and the ETTOS Recipient accepts that the ETTOS Service Provider may validly send information to the ETTOS Recipient via such portal);
  - (c) not request or retain more accounts or account logins in respect of the portal referred to in paragraph (b) above than the number that: (i) the ETTOS

Recipient reasonably needs and (ii) it is entitled to in accordance with the allocation rules set out in Appendix A to this Schedule 26; and

- (d) provide reasonable support to the ETTOS Service Provider in relation to publicising the Energy Theft Tip-Off Service (provided that no ETTOS Recipient shall be obliged to incur material cost in so doing).

**Schedule 26 (ETTOS), add a new Paragraph 9 as follows:**

9. **ADDITIONAL SERVICES**

- 9.1 A Supplier Party may, from time to time, request the provision of additional services or functionality pursuant to the ETTOS Contract; provided that the Supplier Party pays the additional charges applicable to the additional services or functionality.
- 9.2 The additional services or functionality that can be requested, and the charges applicable to such additional services or functionality, are described in Appendix A to this Schedule 26.
- 9.3 A Supplier Party that wishes to obtain any of the additional services or functionality provided for in Appendix A of this Schedule 26 shall submit its request to the ETTOS Contract Manager. As soon as reasonably practicable following receipt of each such request, DCUSA Ltd shall procure that the ETTOS Service Provider provides the Supplier Party with such additional services or functionality; subject to and in accordance with the provisions of the ETTOS Contract, and subject to payment by the Supplier Party of the applicable charges.
- 9.4 DCUSA Ltd shall invoice each Supplier Party for the charges (if any) incurred by that Supplier Party pursuant to this Paragraph 9 on or around the same date as it submits invoices under Clause 8 of the main body of this Agreement. Each Supplier Party to which such an invoice is addressed shall pay that invoice within the same time period as applies under Clause 8 (and interest as provided for under Clause 8.14 shall apply to late payments).

**Schedule 26 (ETTOS), add a new Appendix A as follows:**

**Appendix A**

**1. ETTOS Secure Email User allocation**

1.1 Each ETTOS Recipient shall be granted access to the ETTOS Service Provider's online portal described in Paragraph 8.2 of this Schedule 26. Each user of the online portal requires an individual account and log on details. The ETTOS Contract provides that each ETTOS Recipient is entitled (as standard) to a maximum number of user accounts as follows:

- (a) a Supplier Party that is (in aggregate with its Affiliates) Registered for 1,000,000 (one million) or more Metering Points and/or Supply Points shall (in aggregate with its Affiliates) be entitled to a maximum of 5 user accounts;
- (b) once a Supplier Party is (in aggregate with its Affiliates) eligible for 5 user accounts in accordance with paragraph (a) above, that Supplier Party shall (in aggregate with its Affiliates) remain so entitled for so long as the Supplier Party is (in aggregate with its Affiliates) Registered for at least one Metering Point and/or Supply Point;
- (c) DNO Parties shall be entitled to a maximum of 5 user accounts; and
- (d) all other ETTOS Recipients shall be entitled to a maximum of 2 user accounts.

1.2 In Paragraph 1.1 above, references to "Supply Points" are to gas Supply Points (as defined in the SPAA); and "Registered" means, in respect of Supply Points, Registered (as defined in the SPAA).

1.3 The Secretariat shall monitor the number of Metering Points and Supply Points for which each Supplier Party is Registered based on the data received pursuant to Clause 27.6 of the MRA, and the data received pursuant to the provision of the SPAA equivalent to this Paragraph 1.3. The Secretariat shall share the data received pursuant

Gowling WLG: 12 September 2016

to Clause 27.3 of the MRA with the SPAA Secretariat to the extent necessary to establish whether a Supplier Party has reached or exceeded the threshold set out in Paragraph 1.1(a) above. Where a Supplier Party reaches or exceeds the threshold set out in Paragraph 1.1(a), the Secretariat shall notify the Supplier Party and the ETTOS Service Provider of such event.

**2. Additional ETTOS Secure Email User Accounts**

- 2.1 An ETTOS Recipient may request provision of additional user accounts in excess of the allocation set out in Paragraph 1.1 of this Appendix A.
- 2.2 Additional User Accounts are charged to DCUSA Ltd under the ETTOS Contract, and shall be re-charged by DCUSA Ltd to ETTOS Recipients, at the following rates:
- (a) a one-off licensing charge of £125 for each additional user account; and
  - (b) an annual maintenance charge of £62 for each additional user account.
- 2.3 These charges will be invoiced quarterly in arrears. There is no refund for cancelling additional user accounts part way through a year, or in the event that the standard number of user accounts to which an ETTOS Recipient is entitled increases part way through a year.
- 2.4 Each quarter, the ETTOS Service Provider will recalculate the number of additional user accounts held by each ETTOS Recipient (i.e. number of user accounts held by an ETTOS Recipient less the standard allocation set out in Paragraph 1.1 above) and invoice accordingly (including with the invoice a schedule of the additional users per ETTOS Recipient).

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