

Our ref.

Your ref. N/A

Date in full

Name of Licensed Data Person in full

Address in full

Dear []

I refer to your request for provision of the data listed in Annex A (the "**Licensed Data**") to this letter which is to be made available on the Low Grade Service (operated for us by Logica).

This letter outlines the terms and conditions for receipt and use of the Licensed Data, and hereinafter shall be referred to as the Licensed Data Agreement.

Subject to the terms of this Licensed Data Agreement, ELEXON Limited hereby grants to [**Name of Licensed Data Person**], the Licensed Data Person, a non-exclusive, non-assignable, personal and non-transferable licence to use the Licensed Data, provided that [**Name of Licensed Data Person**] complies with the obligations outlined below.

1. DEFINITIONS

1.1 In this Licensed Data Agreement unless the context otherwise requires the definitions set out herein shall have the meanings given in this Licensed Data Agreement. Definitions not otherwise set out in this Licensed Data Agreement but defined in the Balancing and Settlement Code (as in force at the date of this Licensed Data Agreement) shall have the same meanings where used herein.

2. COMMENCEMENT DATE AND DURATION

2.1 The Licence shall commence on the date of this Licence Data Agreement (the "**Commencement Date**").

2.2 Unless terminated earlier as provided for in clause 8, this Licensed Data Agreement shall expire on the first anniversary of the Commencement Date, subject to renewal in accordance with sub-clause 2.3 below.

2.3 [**Name of Licensed Data Person**] may, by giving notice in writing to Elexon Limited at least one month prior to the date when this Licensed Data Agreement is due to expire (as it may have been renewed from time to time under this sub-clause 2.3), renew this Licensed Data Agreement for a period of one year from the due date of expiry.

3 ROYALTY

- 3.1 A royalty of [] shall be payable by **[Name of Licensed Data Person]**, on **[specify date]**. **[Name of Licensed Data Person]** shall pay a royalty only in relation to the period remaining in the BSC Year that this Licensed Data Agreement is granted. Thereafter the royalty shall be payable at yearly intervals at the commencement of each BSC Year.
- 3.2 The amount of the royalty in relation to each subsequent BSC Year, shall be the amount determined and notified to **[Name of Licensed Data Person]** by the Panel not later than the start of that BSC Year, provided that the amount prevailing in one BSC Year shall continue to apply in the following BSC Year if the Panel does not so notify a revised amount.

4. RESTRICTION ON USE

- 4.1 **[Name of Licensed Data Person]** shall be entitled to use the Licensed Data:
- (i) for its own internal purposes ;
 - (ii) in relation to its product called **[Name of the Licensed Data Person's system]**;
 - (iii) for the purpose of participating in or in connection with electricity trading in England and Wales;
- 4.2 **[Name of Licensed Data Person]** shall not be entitled to:
- (i) sub-licence the Licensed Data.
 - (ii) without prejudice to clause 4.1 above, modify, copy, distribute, transmit or otherwise publish, transfer, sell or create derivative works (in whatever format) from the Licensed Data.
 - (iii) use the Licensed Data in any other way not provided for in clause 4.1.
- 4.3 For the avoidance of doubt, **[Name of Licensed Data Person where nominated by the LEG]** is not licensed under any circumstances to use the Licensed Data for their own purposes whatsoever but only on behalf of **[Name of Licensed Data Person where a LEG]**.

5. CONFIDENTIALITY

- 5.1 **[Name of the Licensed Data Person]** undertakes to keep confidential all data, documents and other information supplied to it pursuant to this Licensed Data Agreement.
- 5.2 **[Name of Licensed Data Person]** agrees that this clause [] shall survive the termination or expiry of this Licensed Data Agreement.

6. DATA PROTECTION AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 **[Name of Licensed Data Person]** undertakes to ensure that the Licensed Data are properly protected at all times from unauthorised access or use and against misuse by any person.
- 6.2 **[Name of Licensed Data Person]** acknowledges and accepts that the Intellectual Property Rights, know-how or information comprised in the Licensed Data belong to ELEXON Limited.

7. LIMITATION OF LIABILITY

- 7.1 **[Name of Licensed Data Person]** acknowledges and agrees that it shall not have any claim or entitlement against BSCCo, any BSC Agent or the Transmission Company as a result of any of the following:
- (i) the availability or non-availability (in whole or in part) of any data supplied pursuant to this Licensed Data Agreement; or
 - (ii) any omission, error or inaccuracy of any data supplied pursuant to this Licensed Data Agreement.
- 7.2 No warranty or representation is given (whether expressly or impliedly) by any person as to the accuracy or completeness of any data supplied pursuant to this Licensed Data Agreement.
- 7.3 ELEXON Limited will bear no liability to **[Name of Licensed Data Person]** above a limit of £5,000 for any direct loss that may arise from **[Name of Licensed Data Person]** own use of the Licensed Data.
- 7.4 For the avoidance of doubt the limit of £5000 referred to in sub-clause 7.3 above, shall apply in respect of the duration of the Licence Data Agreement.
- 7.5 ELEXON Limited will also not bear any liability for any other type of loss including without limitation economic loss, loss of profit or loss of opportunity for profit or any other consequential or indirect loss or damage which you or any third party may suffer as a result of or in connection with the use of the Licensed Data.
- 7.6 However, ELEXON Limited and **[Name of Licensed Data Person]** agree that nothing shall exclude, restrict or limit either party's liability to the other for death or personal injury resulting from the other party's negligence.
- 7.7 **[Name of Licensed Data Person]** hereby agrees that the exclusion of warranties and limitation of liability set out in this Licence Data Agreement are reasonable and fair in all circumstances.

8. TERMINATION

- 8.1 ELEXON Limited may terminate this Licence Data Agreement in the following circumstances:
- 8.1.1 by giving written notice in the event that a material breach of any provision of this Licence Data Agreement which is capable of remedy is committed by **[Name of Licensed Data Person]** and is not remedied within 10 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 10 business days);
 - 8.1.2 by giving written notice in the event that a material breach of any provision of this Licence Data Agreement which is incapable of remedy is committed by **[Name of Licensed Data Person]**;

- 8.1.3 by giving 30 calendar days' written notice to **[Name of Licensed Data Person]** at any time in the event that a modification to the BSC has caused the continued operation of this Licence Data Agreement to be inconsistent with the BSC;
- 8.1.4 by giving 30 calendar days' written notice to **[Name of Licensed Data Person]** at any time and for any reason whatsoever (except any reason referred to clauses 8.1.1 to 8.1.3 above), and only where the Panel has approved such termination.
- 8.1.5 Upon termination, **[Name of Licensed Data Person]** shall cease to have the right to use the Licensed Data, and shall sign a written undertaking that it has ceased to use the Licensed Data.
- 8.2 **[Name of Licensed Data Person]** hereby acknowledges that the termination of the Licence Data Agreement for whatsoever reason shall not release **[Name of Licensed Data Person]**:
- (i) from any of its obligations under the Licensed Data Agreement arising prior to termination; or
 - (ii) from any of its obligations which expressly or by implication become effective or continue to be effective on or after the termination of the Licence Data Agreement.
- 8.3 **[Name of Licensed Data Person]** may terminate this Licence Data Agreement in the following circumstances:
- 8.3.1 by giving written notice in the event that a material breach of any provision of this Licence Data Agreement which is capable of remedy is committed by Elexon Limited 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);
- 8.3.2 by giving written notice in the event that a material breach of any provision of this Licence Data Agreement which is incapable of remedy is committed by Elexon Limited.

Please sign and date this Licence Data Agreement as acceptance of the terms and conditions outlined herein. The signed Licence Data Agreement must be marked for my attention and returned to ELEXON's address within seven days. A countersigned copy will be sent to you shortly after receipt. I look forward to hearing from you.

Yours sincerely

[Commercial Manager]

[Licensed Data Person] authorisation

Name:

Date:

[Where Applicable]

We [**Name of Licensed Data Person that is a LEG**]
*hereby nominate [name] to receive the Licensed Data
on our behalf.*

Date:

Name:

[Licensed Data Person nominee] authorisation

Name:

ELEXON authorisation

Name:

Date:

ANNEX A
Licensed Data

TABLE 1 – SAA REPORTING

Name of report	Frequency
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

Name of Report	Frequency	Recipient	General Description
Aggregated Data Report	Daily	Relevant Party Any Party (on request) Any Person (on request)	A report relating to the Registrant containing Metered Volumes for each BM Unit, Interconnector or GSP Group
Meter Period Data Report	Daily	Relevant Distribution System Operator Any Party (on request) Any Person (on request)	A report containing all Metered Volumes for all Distribution Systems Connection Points
Total Gross Demand per GSP	Daily	Any Party (on request) Transmission Company Any Person (on request)	A report of the aggregated meter flows for each Grid Supply Point in each GSP Group per Settlement Period