

TERMS AND CONDITIONS FOR USE OF THE Secure File Transfer Protocol (“SFTP”) CDSP DATA EXCHANGE

Legally binding agreement – please read carefully. If you do not agree to the terms set out in this SFTP User Agreement, you are not entitled to use the SFTP Service and must immediately leave it.

This user agreement sets out the terms and conditions that governs all access to and use and/or receipt (“Use”) of the SFTP Services (“Terms”) and comes into force between Xoserve Limited, company number 5046877 with its registered office at Lansdowne Gate, 65 New Road, Solihull B91 3DL. (“Xoserve”, “we” or “us”) and “you”, being any natural or legal person who uses the SFTP Service together with each entity on whose behalf such user acts (and ‘our’ and ‘your’ shall be construed accordingly) immediately upon your Use of the SFTP Services (“SFTP User Agreement”).

Variations to the Terms

We reserve the right to vary these Terms at any time. The latest version of these Terms will be made available online as follows: <https://www.xoserve.com/change/uk-link-releases/uk-link-release-november-2021/xrn4780-c-mammap-file-transfer-mechanism/>. You are advised to review the Terms on a regular basis as the then-current version of these Terms will apply to your Use of the SFTP Services and you will be deemed to have accepted any variations to the Terms when compared against those Terms that were in force at the time of your previous Use.

The SFTP Service(s)

The SFTP Service is operated and managed by Xoserve. The SFTP is a platform that is aimed at facilitating secure data exchanges. The SFTP Services are the provision by Xoserve of access to Xoserve’s SFTP platform to:

- (i) Meter Asset Managers (MAMs)/Meter Equipment Managers (MEMs) to enable secure transmission of data to Xoserve as the CDSP to satisfy their obligations under the Retail Energy Code; and
- (ii) Meter Asset Providers (MAPs) to enable secure access to a ‘Mon File’, which is a file that is provided by Xoserve under the DSC and which informs MAPs of certain information that is held in UK Link in relation to assets in respect of which that MAP is designated as the appointed MAP (via their identification details being assigned to that asset).

Dependencies on you

The proper provision of the SFTP Services is dependent on your proper and timely performance of certain activities/tasks as set out below.

- For Meter Asset Managers (MAM) you are asked to provide us with information (Metering Asset Data) in connection with the SFTP Service as required by the obligations set out within the REC Metering Operations Schedule (Schedule 14) to the Retail Energy Code, you agree to provide current and complete details, and to notify us promptly of any changes in this information. It may not be possible to provide correct responses if you do not provide the minimum mandatory information required.
- You must ensure that you have all requisite rights to upload all data that you upload onto the SFTP.
- If you have any concerns or questions about material or data that appears on our SFTP Service, please contact us at xoserve.customer.lifecycle.team@xoserve.com immediately.
- You take appropriate steps to verify any information that you access and/or otherwise obtain through your Use of the SFTP Services;
- You are responsible for protecting your computer systems from exposure to viruses by the use of anti-virus software, firewalls and any other technical measures necessary to ensure such protection.

Restrictions on you and/or your Use of the SFTP Services

Your Use of the SFTP Services is contingent on your compliance with these restrictions. If Xoserve reasonably believes that you are not compliant in this regard, Xoserve can suspend your access to the SFTP Services and will not be liable to you for any consequences that result from the cessation of your Use.

You agree not to:

- use the SFTP Services to store, access, distribute, publish or otherwise transfer any data, material or information that is threatening, defamatory, offensive, discriminatory or otherwise unlawful;
- impersonate another person or use a false name or a name you are not authorised to use or create a false identity or e-mail address or try to mislead us or others as to the identity or origin of any communications or provide inaccurate or unreliable contact details;
- make available data that you have accessed through our network to any other party.
- make available or upload files that contain software or other material, data or information not owned by or licensed to you or collect information about others (e.g. names, addresses, MPRNs) without prior consent;
- damage, interfere with or disrupt access to the SFTP Service or do anything which may interrupt or impair its functionality;
- resell any part or aspect of the SFTP Service;
- make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, 'trojan horses', 'worms' or any other harmful software;
- obtain or attempt to obtain unauthorised access, through whatever means, to computer systems, platforms, software and/or applications or any areas of our, or any of our partners', networks.
- disclose any security details, such as logins or passwords, to any third parties or fail to keep such information secure; or
- use or upload any Xoserve IP or personal data in respect of which Xoserve is data controller into any data mining, Large Language Models (LLM), public AI tools (for example ChatGPT) or similar data gathering and/or extraction methods.

You agree to:

- use the SFTP Service only for lawful purposes
- comply with all applicable laws, regulations and codes of conduct in connection with your access and use of the SFTP Service
- only access and use the SFTP Service in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of them.
- always respect the privacy of your fellow internet users.

Terms of Service

Disclaimers

No warranties/'as is' basis: The SFTP Services and all information and materials held on the SFTP platform are provided on an "as is" and "as available" basis only. Xoserve gives no representations or warranties relating to the SFTP Services or the SFTP platform and/or its content and to the fullest extent permitted by law, all warranties and representations (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are hereby disclaimed and excluded, including any implied warranty of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement, as well as any warranty as to functionality, compatibility, security, accuracy, currency, completeness, reliability, operability, availability, use, performance or absence of viruses. To that end, Xoserve neither promises nor guarantees that any information and/or data held on the SFTP Platform or otherwise provided as part of the SFTP Service is accurate, up-to-date, timely, complete or error-free.. You acknowledge that you must take appropriate steps to verify this information before acting upon it. Xoserve shall have no liability for any aspect of the SFTP Service being inaccurate, out-of-date, late or incomplete or containing errors. Xoserve also gives no warranties as to the compatibility of the SFTP Service with your computer systems, networks, software and/or hardware ("your computer systems").

Viruses and Security: While certain precautions have been taken to detect computer viruses and ensure security of the SFTP platform, we cannot guarantee that the SFTP platform or the SFTP Services are virus-free or secure. You acknowledge that your use of the SFTP Services is at your risk and that Xoserve shall not be liable for any loss or damage which occurs as a result of any virus being introduced into your computer systems (or any other breach of security of your computer systems) as a result of your Use of the SFTP Services.

Limitation of Liability

This section sets out our liability in respect of all claims and all causes of action arising under or in connection with this User Agreement and or your Use of the SFTP Services in each case, whether based on or arising in contract, tort (including without limitation negligence), breach of statutory duty, misrepresentation or otherwise.

No liability acknowledgement: The SFTP Services are provided free of charge for the convenience of the MAMs, MEMs and MAPs to provide a data exchange platform. Therefore, except to the extent that Xoserve cannot exclude or limit its liability at law (see unlimited heads), Xoserve accepts no liability for any losses, damages, costs and/or expenses that you may suffer as a result of: (i) your Use of the SFTP Services, (ii) your reliance on the SFTP Services or the Materials, (iii) lack of availability of or access to the SFTP Services, (iv) any acts or omissions by Xoserve or any third party acting on its behalf as they relate to the SFTP Services, (v) any other cause howsoever and whensoever arising; or (vi) any losses that you or any third party incur as a result of what you then do with the data that you obtain through the SFTP Services. You acknowledge that these limits on Xoserve's liability are fair and reasonable in the circumstances.

Unlimited heads: Nothing in this SFTP User Agreement is intended to limit or otherwise exclude our liability in relation to death or personal injury arising from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

Back-up cap: If, notwithstanding the no liability acknowledgment language above, Xoserve is held liable for any losses or damages that you incur under or in connection with this SFTP User Agreement, the SFTP Services or the Materials, then: (1) Xoserve shall not be liable for any of the following losses or damages, in each case howsoever caused and even if such losses and/or damages were foreseen, foreseeable or known or if we were advised of the possibility of them in advance: (i) any indirect, special, exemplary, incidental or consequential loss or damages and (ii), any lost profits, business interruption, loss of business or business opportunities, increased costs of working, lost savings or loss or corruption of data, loss of goodwill or reputation (in each case whether direct or indirect) and (2) subject also to (1) Xoserve's total maximum aggregate liability for all causes of action howsoever arising and losses and damages whatsoever and howsoever caused in each case under or in connection with this SFTP User Agreement, the SFTP Services and the Materials shall be limited to £1,000 (one thousand pounds Sterling). This is subject always to the unlimited heads above in respect of which Xoserve neither limits nor excludes its liability. For the purposes of this cap, even if the Terms have varied between one instance of your Use and another, all of the applicable Terms that were in force during all of your instances of Use shall together constitute one agreement.

Indemnity

You assume all responsibility and risk of loss resulting from your use of the SFTP Service, including your conduct on the SFTP Service and/or any material you upload to or access from the SFTP Service and what you do with such material. You agree to indemnify and hold Xoserve and any of its subsidiaries, affiliates, officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses of any kind incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from such use by you of the SFTP Service and/or from any breach by you of these Terms, including (without limitation) the uploading by you of any material to the SFTP Service whether in breach of these Terms or otherwise.

Data Protection

If Xoserve needs to process any personal data, personal details or other personally-identifiable information ("PII") in respect of which you are data controller in order to facilitate the provision of the SFTP Service (or your use thereof) such PII will be processed in accordance with Xoserve's privacy notice which forms part of these Terms (the "**Privacy Notice**") and applicable data protection and privacy laws. For the avoidance of doubt, by using this SFTP Service you consent to such processing and warrant that you (i) have all requisite consents necessary to upload and/or transfer any PII that you upload onto, or transfer using, the SFTP Service and that your uploading and/or transferring of such PII onto or using the SFTP Service shall not put Xoserve in any breach

of data protection laws; and (ii) will not upload any PII in respect of which Xoserve is data controller onto the SFTP Service.

Restrictions and Intellectual Property Rights

All rights in and to the contents of the SFTP Service including the SFTP platform and all content, data, images, technology held thereon, (together the “**Materials**”) belong to Xoserve or its licensors and no licence or other rights are granted to you to use the Materials beyond that provided for here. Xoserve hereby grants you a limited, personal, non-transferable licence to download copies of such of the Materials held in the specific folder on the SFTP Service that you are granted access to unless specifically prohibited by a notice published on any page. You shall ensure that any relevant proprietary notices and/or disclaimers that are included in any Materials that you download from the SFTP Service are retained in the copy made by you.

Except where expressly authorised in writing by Xoserve or otherwise provided for in this User Agreement, you may not directly, indirectly or through or by way of assistance to any third-party copy, reproduce, modify, adapt, publish, download, post, broadcast, transmit, make available to the public, create derivative work from, decompile, reverse engineer, disassemble or otherwise deal in or in any way commercially exploit any of the contents of the SFTP Service, the SFTP platform or any Materials other than as permitted by law. Nor may you transfer, licence, rent, lease or sell any information or Materials obtained from the SFTP Service.

Monitoring

Without prejudice to the Privacy Policy Statement, Xoserve reserves the right to monitor and track your access to and use of the SFTP Service.

Costs of Access

The SFTP Services does not include provision of a mode of access. Therefore, You shall be responsible for facilitating such access (such as laptop and broadband availability) and all related fees (such as broadband charges).

Availability

Xoserve reserves the right, exercisable at any time with or without notice and without prejudice to any other accrued rights: (i) to modify or discontinue, temporarily or permanently, your access to or use of the SFTP Service; and (ii) to remove or change any information or Material on the SFTP Service. You agree that Xoserve will not be liable to you for any loss or damage whatsoever in respect of any action it takes pursuant to this paragraph.

General

Severability: If any provision of these Terms, or any part of a provision of these Terms, is found to be illegal, invalid or unenforceable, the remaining provisions, or the remainder of the provision concerned, shall continue in effect.

Non-waiver: A failure or delay by Xoserve in enforcing compliance with any provision of these Terms shall not be a waiver of that or any other provision of these Terms.

Third party rights: None of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party.

Assignment/subcontracting: You may not assign, transfer, sub-contract or delegate any of your rights or obligations under these Terms.

Interpretation: The headings used in these Terms are for convenience only and shall not affect interpretation. In these Terms, unless specified to the contrary, use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership and any other body or entity; and (in each case) vice versa.

Entire Agreement: Except as otherwise provided herein, these terms constitute the entire agreement and understanding between Xoserve and you and shall supersede any prior agreement or representation in respect of your Use of the SFTP Service. In the event of any conflict between the terms of this User Agreement and the

obligations on you or Xoserve under the Retail Energy Code as they relate to the SFTP Services, the Retail Energy Code shall prevail to the extent of any such conflict.

Jurisdiction and Applicable Law: These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The English courts will have exclusive jurisdiction over any claim arising from, or related to, the SFTP Service.