

METER PERFORMANCE CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the Meter Performance Certification (“MPC”) Services performed by the UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Meter Performance Service.

A. Testing and Certification Services

1. **Scope of Service.** UL Contracting Party will perform MPC Services for Client. MPC Services are intended to test Client’s meter for conformance with the applicable performance requirements such as those found in ANSI C12.1, “Electric Meters Code for Electricity Metering” and ANSI C12.20, “Electricity Meters- 0.2 and 0.5 Accuracy Classes”. MPC shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.

Client represents and warrants that the samples tested are representative of the products manufactured, used or sold by Client.

Three tiers of service are defined:

- **TESTING VALIDATION**

UL Contracting Party conducts independent third-party testing or independent test auditing of the meter. The test program may include all of the requirements in the identified standard(s) or may include only specific tests as identified in the report. No ongoing surveillance or certification (follow-up) of the product is conducted.

Upon successful completion of the testing, UL Contracting Party will issue a test report and certificate of conformance to the subscriber and the product will be included in the UL Contracting Party’s directory of validated products.

- **CERTIFIED TESTING**

UL Contracting Party conducts independent third-party testing or independent test auditing of the meter. The test program may include all of the test requirements in the identified standard(s) or may include only specific tests as identified in the report. Surveillance audits (follow-up) are conducted on a periodic basis to verify the meter’s continued compliance with the identified tests. Continued participation in this service is contingent upon acceptable completion of the surveillance audits.

Upon successful completion of the testing, UL Contracting Party will issue a test report and certificate of conformance to the subscriber and the product will be included in the UL Contracting Party's directory of testing with certification for this service.

- **PRODUCT CERTIFICATION**

UL Contracting Party conducts a full performance evaluation of the meter with independent third-party testing or independent test auditing. The program includes all of the applicable requirements in the identified standard(s). Surveillance audits (follow-up) are conducted on a periodic basis to verify the meter's continued compliance with the requirements. Continued participation in this service is contingent upon acceptable completion of the surveillance audits.

Upon successful completion of the testing UL Contracting Party will make a certification decision based on the information gathered during the evaluation process and, if found to be in compliance with the applicable technical and program requirements, issue a Certificate of Conformance and authorize the use of one or more Marks. The product will be included in the UL Contracting Party's directory of certified products for this service.

2. **Product Investigation.** A "Product Investigation" consists of the following: (a) UL Contracting Party's performance of tests on samples of a Product, in accordance with the applicable requirements; and (b) UL Contracting Party's evaluation of Product construction criteria by examination of samples of the Product, in accordance with the applicable requirements. The purpose of such testing and examination is to determine whether the Product samples conform to the applicable requirements and whether the Product might be eligible for Service under this program. If no prescribed tests and/or no construction criteria exist for the Product, UL Contracting Party may, but is under no obligation whatsoever, to develop and establish such standards and criteria as are necessary to assess the Product. If UL Contracting Party chooses, in its sole discretion, to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. Client expressly agrees that UL Contracting Party's liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Service Agreement. If UL Contracting Party determines, in its sole discretion, that submitted Products are eligible for Service, UL Contracting Party will permit Client to use the applicable Marks and Certificates according to the terms of the Service Agreement.
3. **On-Site Investigations.** At Client's request, UL Contracting Party may perform MPC Services on-site at Client's facilities, or at facilities of other parties. Client agrees that UL Contracting Party's representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL Contracting Party shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by UL Contracting Party's representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL Contracting Party's representatives are prevented from performing or completing any on-site services for any reason beyond UL Contracting Party's reasonable control, UL Contracting Party

shall not be responsible for the non-performance, and Client may be charged for any actual expenses UL Contracting Party may incur, including part of the price equal to the cost of services already performed.

4. **Information, Data and Materials.** Client agrees to provide UL Contracting Party with all relevant information, test data, products (or details of the place they can be examined) or other materials necessary to complete the assessment upon request from UL Contracting Party.
5. **Deliverables.** When UL Contracting Party completes the MPC investigation, UL Contracting Party will provide Client with a report and a Certificate of Conformance, which may be in the form of a letter, email, or similar correspondence to the Client. Client may provide utilities or other third parties with a copy of the MPC report and Certificate of Conformance, subject to the conditions in the Service Agreement, provided they are reproduced in their entirety.

The date of the correspondence or certificate is considered the effective date of the certification.

6. **Compliance with Requirements.** Client expressly agrees that if, following a Product Investigation, UL Contracting Party, in its sole discretion, determines that a submitted Product is eligible for Service, Client will at all times thereafter comply with the applicable Requirements, including, but not limited to: (a) the description, specifications, and requirements contained in the Procedure; and (b) the appropriate standard(s), if any, applicable to the covered Product. Client agrees to use the Marks and Certificates solely according to the terms of the Service Agreement.
7. **Product Information.** UL Contracting Party, as the certifier of Client's products, is entitled to receive information received, developed or collected by Client regarding the field performance of UL Contracting Party-certified products. Accordingly, Client will promptly notify UL Contracting Party in writing when Client's product fails to meet any of the following: (a) the description, specifications, and Requirements contained in the Procedure; (b) the published Standard(s), if any, applicable from time to time to the covered product; and/or (c) the performance requirements applied as a condition of Service. Client agrees to make available to UL Contracting Party for inspection and copying all documents, test results, and other information related to the above, keep a record of all complaints made known to the Client relating to any product's compliance with the applicable Requirements, and to make these records available to UL Contracting Party when requested. Client agrees to take appropriate action to respond to such complaints, and any noncompliance with the Requirements and to keep a record of such actions. Client agrees that UL Contracting Party may share such information with its affiliates and subcontractors worldwide. Client further agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected Products and undertake such corrective action, including, without limitation, recall, where, in UL Contracting Party's sole opinion, such action is in the best interests of the public.
8. **Revisions to, or Withdrawal of, Requirements.** Client acknowledges and agrees that if a revision to an applicable Requirement is adopted, or if an applicable Requirement is withdrawn, during the term of the Service Agreement, UL Contracting Party shall, in its sole discretion, determine the date by which Client must cease using

the Marks on its Product(s) and Certificates (the “Termination Date”) and shall notify Client in writing, and as soon as is practicable, of such Termination Date (the “Termination Notice”). Client unconditionally agrees to comply with the terms of any such Termination Notice. If an applicable Requirement is revised, UL Contracting Party may, in its sole discretion, permit Client to continue to use the Marks and Certificates beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: (a) Client submits a revised Product sample to UL Contracting Party for testing and examination; (b) the UL Contracting Party finds the Product to conform to the revised Requirement; and (c) the parties agree on the appropriate revisions to the Procedure. In such event, Client must pay any applicable testing and examination fees as though it were submitting its Product to UL Contracting Party for the first time. If, on the other hand, Client’s Product does not conform to any new or revised Requirement, or if the Requirement is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its Product, and must cease using the Marks and Certificates with respect to such Product, on the Termination Date.

B. Follow Up Services (Certified Testing and Product Certification Only)

1. **Follow-Up Services Procedure.** Upon UL Contracting Party’s determination that Client’s Product(s) is/are eligible for MPC Service, UL Contracting Party will prepare, lend, and provide to the Manufacturer(s) the Procedure for each Product. The Procedure will contain provisions and conditions identifying and defining (a) the Product; (b) the applicable Service; (c) the conditions that apply for use of the Marks in connection with the Product; and (d) the facilities where Marks, if applicable, are to be applied.
2. **Initial Product Inspection.** Before UL Contracting Party authorizes Client to apply any Mark to any Product, UL Contracting Party reserves the right to conduct an Initial Production Inspection (“IPI”) to determine whether a sample or samples of the Product from the production line conform to the applicable Requirements. The IPI is intended to evaluate whether each Manufacturer of a Product that is eligible for Service is, at the time of the IPI, producing the Product in accordance with the requirements of the Procedure, commencing with the very first production run. Client acknowledges and agrees that the Manufacturer(s) of the Product must demonstrate to UL Contracting Party’s satisfaction that the Manufacturer(s) is/are producing, and intend/s to produce, the Product in accordance with the Service Agreement, including, but not limited to, the applicable Procedure referenced in Paragraph B.1. Client further agrees that the Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) in order to ensure that Products bearing any Mark, or that have been issued a Certificate of Conformance conform at all times to the applicable Requirements.
3. **Follow Up Services Inspections.** Client acknowledges and agrees that UL Contracting Party’s representatives will make periodic examinations or tests of any Product(s) for which UL Contracting Party has established Service (“Covered Product(s)”) at facilities where such Covered Product(s) are manufactured. UL Contracting Party may, from time to time, select samples at such facilities, at any place of sale, or elsewhere, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable Requirements.

- 4. Access to Facilities.** Client acknowledges and agrees that UL Contracting Party's representatives shall have free, unannounced, immediate, safe, and secure access to factories and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the factory or storage facilities are actually in operation. Client agrees to provide UL Contracting Party's representatives with all safety and other protections required by law for Client's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations. Client shall not attempt to condition the right of UL Contracting Party's representatives to obtain free access to a factory and/or storage facility upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any UL Contracting Party representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. UL Contracting Party shall, however, direct its representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such factory or storage facility.
- 5. Access to Marks.** Consistent with Paragraph 4, above, Manufacturer(s) shall make all Marks, and the means of applying such Marks, available for inspection by UL Contracting Party's representatives at all reasonable times. If UL Contracting Party's examination(s) and/or test(s) disclose features that, in the sole opinion of UL Contracting Party, do not conform to the Requirements, the Manufacturer(s) must correct such items within a time period designated by UL Contracting Party, remove the Marks from all Products that the UL Contracting Party identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to UL Contracting Party, as provided hereinafter. If any Manufacturer disagrees with UL Contracting Party regarding whether a Product is eligible to bear the Marks, the Manufacturer(s) may hold the Product at the factory or storage facility pending an appeal to, and a decision by, UL Contracting Party.
- 6. Limitation of Liability for Follow Up Services.** Client expressly acknowledges and agrees that Follow-Up Services -- including, without limitation, UL Contracting Party's inspection of facilities where covered Product(s) is/are manufactured or assembled and UL Contracting Party's examination and/or testing of sample manufactured Product(s) -- does not in any way relieve Client of any responsibility for the design, manufacture, testing, marketing, and sale of its Product(s). Rather, Client acknowledges and agrees that Follow Up Service is designed solely to serve as a check on the means that the Manufacturer(s) is/are using to determine the continued conformity of the Product(s) to the Requirements. Client further acknowledges and agrees that Follow Up Service is designed to supplement, and not to supplant, Client's own efforts to examine and to test its manufactured Product(s). Client agrees to maintain appropriate testing and measuring equipment at its facilities. Client will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Client will make its calibration records and its testing and measuring equipment available to UL Contracting Party during a Follow Up Service inspection as appropriate for the applicable Products.

C. Fees and Expenses

1. **Product Investigation Fees.** UL Contracting Party will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to Client. Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party will bill Applicant for all Product Investigation fees. The fee shall cover one examination and one set of such tests as UL Contracting Party determines are appropriate for the Product (not including testing of additional samples, re-testing the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a report. UL Contracting Party shall not exceed the agreed fee without written authorization from Client.
2. **Follow-Up Services Fees.** Unless otherwise expressly agreed in writing, UL Contracting Party will bill the Applicant for Follow-up Services at UL Contracting Party's then-current rates, which UL Contracting Party may, in its sole discretion, and upon notice to the Applicant, change from time to time. Follow-Up Services charges may vary, depending upon the nature and extent of the necessary inspection, examination, and testing that UL Contracting Party may undertake, including any costs resulting from the failure of a Product to conform to the Requirements or from insufficient Manufacturer quality control procedures.
3. **Field Report Investigation Fees.** Unless otherwise expressly agreed in writing, UL Contracting Party will bill Applicant at UL's then-current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the Mark and/or by any failure of a covered Product to conform to (a) the description, specifications, and the Requirements contained in the Procedure; and (b) the published Standard(s), if any, applicable to the covered product.
4. **Expenses.** Unless otherwise expressly agreed in writing, UL Contracting Party will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any Follow Up Service, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of UL Contracting Party's reports and other documents.

D. Marks and Certificates of Conformance

1. **Ownership.** Client acknowledges and agrees that UL Contracting Party or another UL Company owns the Marks. Client expressly agrees that it shall not use UL Contracting Party's, or any other UL Company's, name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, Client's Products, containers, or packaging, unless and until expressly authorized by the Procedure, and then only in the form or manner specified in the Procedure. Client further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party or another UL Company by Client.
2. **Form of UL Marks.** Unless otherwise expressly agreed in writing, any Marks shall be in the form of separable, legible labels not readily transferable from one Product to

another. Orders for separable labels shall be processed through UL Contracting Party and obtained only from a UL Contracting Party-authorized printer or manufacturer of Marks.

3. **Ownership of Labels.** Notwithstanding the fact that UL Contracting Party will not bear the manufacturing cost of labels or other means of applying the Marks, Client agrees that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Contracting Party in perpetuity. UL Contracting Party's representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the Marks when, in the sole opinion of UL Contracting Party, such action is warranted under the circumstances.
4. **Client's Use of Marks and Certificates of Conformance.** Client expressly agrees and warrants that Client is solely responsible for its use of any Marks and Certificates of Conformance and that Client will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of its Products that bear a Mark or have been issued a Certificate of Conformance have been, and are being, manufactured in conformity with the Requirements. Client further agrees that its use of the Mark and Certificate of Conformance constitutes Client's declaration and representation that Products bearing the Mark or identified on the Certificate of Conformance are covered by a Service and were manufactured in conformity with all applicable Requirements. Client further agrees that its use of such a Mark and Certificate of Conformance constitutes Client's declaration and representation that field-installed Products bearing the Mark or identified on the Certificate of Conformance are covered by a Service and have been installed, and will be maintained, in conformity with all applicable Requirements. Meter Performance Certification Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks associated with UL Contracting Party's safety certification and testing services.
5. **Misuse of UL Contracting Party's Name, Mark or Certificate of Conformance.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or identified on the Certificate of Conformance or a description referring to a UL Company, could mislead third parties if such Product is not, in fact, covered by a Service and/or does not comply with the applicable Requirements (including, without limitation, the applicable Standards or Procedure), and/or if the Marks or Certificate of Conformance are used in any way other than as provided in the Service Agreement and in the applicable Procedure. Client acknowledges and agrees that any such use of the UL Contracting Party's, or any other UL Company's, name, Mark or Certificate of Conformance would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of the UL Contracting Party's name, Mark or Certificate of Conformance will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the GSA and in Paragraphs E.1 - E.4, below.
6. **Use of UL Contracting Party's Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the GSA, UL Contracting Party will permit Client to make appropriate references to its name and Marks as authorized by UL Contracting Party and specified in the Procedure in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the Marks or are identified on the Certificate of Conformance; PROVIDED THAT, in UL Contracting Party's sole opinion, the following

conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings and/or coverages of UL Contracting Party; (b) the reference to UL Contracting Party is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverages, and/or its Service; and (c) the promotional or advertising material does not in any manner state or imply that a UL Company is in any way (i) "endorsing" or "certifying" the Product; or (ii) "warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety." Except for the Mark that is prescribed for use in a specific Procedure, no other Marks may be used in any advertising or promotional material related to a Covered Product. In those instances where a Mark is used, any text or language that is required by the Procedure shall be set forth in full in any such advertising or promotional materials.

7. **Use of Names and Marks.** Meter Performance Certification Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks, unless expressly authorized by UL Contracting Party. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.

E. Termination.

1. **Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with UL Contracting Party, including, but not limited to, any misuse of any Mark or Certificate of Conformance, as defined in Paragraph D.4. above, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' agreements, including any right to use any Marks on any Product(s) or Certificates of Conformance, without prejudice to any other rights or remedies that UL Contracting Party might have.
2. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to Client (the "Termination Notice"), UL Contracting Party may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon Client by the Service Agreement: (a) Client's failure to use the Mark on covered Product(s) for a period of two (2) consecutive calendar years; (b) Client's filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for Client's business; and/or (d) the voluntary or involuntary liquidation of Client's business. In such Termination Notice, UL Contracting Party will provide Client with a date by which Client must cease using any and all Marks and Certificates of Conformance covered by the notice (the "Termination Date").
3. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Client's Product(s) become ineligible for Service, UL Contracting Party shall immediately discontinue Service on such ineligible Product(s) and shall terminate Client's rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a Termination Notice.

4. **UL Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, UL Contracting Party may, among other things, (a) discontinue any Service on any of Client's Product(s), and/or (b) take physical possession of any unused Marks, which, in UL Contracting Party's judgment, were issued for use in connection with any Product(s) related to the termination. Client expressly agrees that, on or before the Termination Date, as defined in Paragraph E.2., above, it will cease using any Marks on, or in connection with, or any Certificates of Conformance related to, any covered Product(s) addressed in the Termination Notice, including any use of any Marks, or any reference to UL Contracting Party, in the marketing, promotion, and/or advertising of such Product(s).
- F. **Third Party Beneficiaries.** Each UL Company other than the UL Contracting Party shall be an intended third-party beneficiary of the Service Agreement and shall be entitled to enforce the provisions of the Service Agreement in its own name and for its own benefit. Except as aforesaid, the Parties intend that no provisions of the Service Agreement shall in any way benefit any other third party, and that no other entity or person shall have any rights or cause of action under the Service Agreement.