

PERFORMANCE AND FUNCTIONAL TESTING AND CERTIFICATION OF DISTRIBUTED ENERGY RESOURCES FOR GRID INTEROPERABILITY SERVICE TERMS

These Service Terms shall govern the performance and functional testing and certification of distributed energy resources (DERs), PV rapid shutdown (RSS) (including embedded or stand-alone software) or other smart grid technology (“Product”) for interoperability with a utility grid (“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 Service 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 the Services. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- 1. Scope of Services.** The Services requested by Client for specific projects shall be set out in individual Quotations or Project Confirmations. The assessment is performed in accordance with the standardized communication / interoperability requirements of a published and relevant standard(s) as selected by the Client (“Requirements”). However, these Services shall not result in UL Contracting Party issuing product safety certification of any Product.
- 2. Price.** The Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of DER, PV RSS, or smart grid products, including software based products and the test requirements applied. The Services requested by Client for specific projects shall be set out in individual Quotations. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Product Investigation.** A “Product Investigation” consists of our performance of tests on samples of a Product, in accordance with the Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to Requirements and whether the Product might be eligible for certification.
- 4. On-Site Investigations.** UL Contracting Party may perform testing Services on site at Client’s facilities. Client agrees that UL Contracting Party’s representatives shall have safe, secure, and free access to the facilities where the 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 incurs, including part of the price equal to the cost of Services already performed.
- 5. Deliverables.** When UL Contracting Party completes the Services and verifies that the Product complies with the Requirements and that the Client has met all other applicable requirements, UL Contracting Party will issue a one (1) year certificate of conformity (“Certificate”) and provide a test report. The Certificate automatically expires one (1) year from the date of issue. Client agrees to use the Certificate only in accordance with the conditions of use set out in these Service Terms and the Requirements.

- 6. Use of UL Contracting Party's Name in advertising and promotional materials.** Subject to the terms of the Service Agreement, we will permit you to make appropriate references to UL Contracting Party or any other UL Company, as authorized by us in writing, in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with Products covered by the Certificate; PROVIDED THAT, in our sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverages; (b) any reference to us is not intended to and does not create a misleading impression as to the nature of our findings, our coverages, and/or our Certificate; and (c) the promotional or advertising material does not in any manner state or imply that we are 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"; and the advertising and promotional material and references follow our current guidelines available at www.ul.com/marketing.
- 7. Product Changes.** The Client is solely and fully responsible for continued conformity of all Products to all Requirements. The Client is responsible for notifying UL Contracting Party whenever a change is made to the certified Product. UL Contracting Party will determine if the changes to the Product are acceptable under the current certification or if additional evaluation is required in order to maintain use of the Certificate. If the Client fails to notify UL Contracting Party when a change is made to the certified Product, or the Product fails additional evaluation based on Product changes, then the Certificate is null and void and the Client will cease using and distributing copies of the Certificate.
- 8. Ownership of Name and Marks.** You acknowledge and agree that UL Contracting Party or another UL Company owns or has rights to several Marks and certificates including, without limitation, "Underwriters Laboratories" and "UL Certificate of Conformance". The Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use its Marks on the Product. You expressly agree that you shall not use UL Contracting Party'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 us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a product submitted for as "UL Certification pending"). You further agree that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks or reference to Certificates, or reference to UL Contracting Party or any other UL Company, by you.
- 9. Misuse of UL Company Certificate, or Name.** Client acknowledges and agrees that the use of the Certificate, or a description referring to UL Contracting Party or another UL Company, could mislead third parties if Client does not comply with the Requirements (including, without limitation, the applicable standards or limitations described on the Certificate), or if the Certificate is used in any way other than as provided in these Service Terms. Client acknowledges and agrees that any such use of the name of UL Contracting Party, the name of another UL Company, or the Certificate of any UL Mark would constitute a "Misuse" under the terms of these Service Terms. Client expressly agrees that any Misuse of the name of UL Contracting Party, another UL Company or the UL Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Service Terms.

10. **Immediate Termination Events and Withdrawal of Certificate.** In the event that you default on any of your obligations under any Service Agreement with us, including, but not limited to, any misuse of the Certificate, we may, in our sole discretion, immediately terminate or suspend, any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use Certificate(s), without prejudice to any other rights or remedies that we may have.
11. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to you ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Product(s), any rights or authority conferred upon you by the Service Agreement: (a) your filing of any voluntary or involuntary petition in bankruptcy; (b) the appointment of a receiver for your business; and/or (c) the voluntary or involuntary liquidation of your business. In such termination notice, we will provide you with a date by which you must cease using any Certificate covered by the notice (the "date of withdrawal"). Either party can terminate for convenience upon ninety (90) days written notice to the other party.
12. **UL Contracting Party's Actions Upon Termination.** You expressly agree that, on or before the cancellation date, you will cease using references to any Certificates, or in connection with, any Product(s) addressed in the cancellation notice, including any use of any references to the Certificate, or any reference to UL Contracting Party or any other UL Company, in the marketing, promotion, and/or advertising of such Product(s).