

ENABLING SERVICE AGREEMENT

BY PLACING AN ORDER FOR THE ENABLING SERVICES, THE PARTICIPANT ACCEPTS TO BE BOUND BY THE FOLLOWING TERMS. **PLEASE READ THE TERMS CAREFULLY.**

BY CLICKING ON THE "SUBMIT" BUTTON ON THE DCC BOXED ONLINE ORDER FORM, YOU AGREE: (A) TO THE TERMS OF THIS ENABLING SERVICES AGREEMENT WHICH WILL BIND YOU; AND (B) THAT YOU ARE A SEC PARTY AND/OR A TESTING PARTICIPANT/NON-SEC PARTY ENTITLED TO USE DCC BOXED UNDER THE SEC.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ENABLING SERVICES AGREEMENT, DO NOT CLICK "SUBMIT".

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

1.1. In this Enabling Services Agreement, unless the context otherwise requires:

"Authority"	has the meaning given in the DCC Licence;
"DCC Boxed"	has the meaning given in the DCC Licence as further described in Schedule 1 – DCC Boxed;
"Effective Date"	means the date of placing an Order for the Enabling Services;
"Enabling Service Charges"	means those charges described in Schedule 1 – DCC Boxed;
"Enabling Services"	means the services described in Schedule 1 – DCC Boxed;
"Event of Default"	means that the Participant: (a) is in material breach of any of its material obligations under this Enabling Services Agreement, and the Participant has failed to remedy the breach within twenty (20) Working Days after a notice from the DCC requiring such remedy; and/or (b) suffers an Insolvency Type Event.
"Participant" or "You"/"Your"	means you and the entity or company on whose behalf you have entered into this Enabling Services Agreement.
"Party"	means the DCC or the Participant; and "Parties" means both of them.
"Smart Energy Code"	means the code of that name designated by the Secretary of State pursuant to the smart meter communication licences granted to the DCC pursuant to the Electricity Act 1989 and the Gas Act 1986, as such code is modified from time to time in accordance with its provisions.

1.2. In this Enabling Services Agreement, unless the context otherwise requires, references to "Clauses" and "Schedules" are to the clauses of, and schedules to, this Enabling Services Agreement.

- 1.3. Subject to Clauses 1.1 and 1.2, the words and expressions used in this Enabling Services Agreement shall be construed and interpreted in accordance with the definitions and provisions regarding interpretation set out in Section A (Definitions and Interpretation) of the Smart Energy Code, as if:
- 1.3.1. those definitions and provisions regarding interpretation were set out in this Enabling Services Agreement;
 - 1.3.2. the uses therein of the words defined in Clause 1.1 were interpreted in accordance with Clause 1.1; and
 - 1.3.3. the references therein to:
 - a. "Charges" were to "Enabling Service Charges";
 - b. "Other Enabling Services" were to "DCC Boxed";
 - c. "Testing Participant" were to "Participant"; and
 - d. "this Code" or "this Code and/or any Bilateral Agreement" were to "this Enabling Services Agreement".
- 1.4. The Parties acknowledge that the Smart Energy Code is subject to modification from time to time in accordance with its provisions and law, and that the Smart Energy Code as so modified from time to time shall apply for the purposes of this Enabling Services Agreement.
- 1.5. References in this Enabling Services Agreement (or in provisions incorporated herein by reference) to Sections of the Smart Energy Code shall be to those sections as incorporated into this Enabling Services Agreement, as such sections are modified and/or renumbered from time to time.

PROVISIONS:

2. Commencement of this Enabling Services Agreement
- 2.1. This Enabling Services Agreement shall commence on the Effective Date.
3. Provision of the Enabling Services
- 3.1. The DCC shall provide the Enabling Services to the Participant subject to and in accordance with this Enabling Services Agreement.
- 3.2. The DCC and the Participant shall each comply with the additional obligations assigned to them under the Smart Energy Code, including the Enduring Test Approach Document, and as set out in the attached Schedules:
- 3.2.1. Schedule 1 – DCC Boxed
 - 3.2.2. Schedule 2 – DCC Boxed Specific Terms and Conditions
- The Schedules form an integral part of this Enabling Services Agreement and have effect as if set out in full in the body of this Enabling Services Agreement. A reference to this Enabling Services Agreement includes the Schedules and the Enduring Test Approach Document.
- 3.3. The Participant shall at all times when acting in accordance with this Enabling Services Agreement, do so in a manner so as not to put the DCC in breach of the DCC Licence or Smart Energy Code.
4. Enabling Service Charges
- 4.1. The Participant shall pay the Enabling Service Charges in respect of which Sections J1 (Payment of

Charges) and J2 (Payment Default and Disputes) shall apply as if:

- 4.1.1. those Sections were set out in this Enabling Services Agreement;
- 4.1.2. the uses therein of the words defined in Clause 1.1 were interpreted in accordance with Clause 1.1;
- 4.1.3. the references therein to expressions referred to in Clause 1.3.3 were interpreted as referred to in that Clause; and
- 4.1.4. Section J2.7 (Pursing Non-Payment) did not apply.

5. Limitations of Liability

- 5.1. Subject to Schedule 2 – DCC Boxed Terms and Conditions, the DCC's and the Participant's liability under or in connection with this Enabling Services Agreement shall be limited in accordance with Section M2 (Limitations of Liability) as if:
 - 5.1.1. that Section was set out in this Enabling Services Agreement;
 - 5.1.2. the uses therein of the words defined in Clause 1.1 were interpreted in accordance with Clause 1.1;
 - 5.1.3. the references therein to expressions referred to in Clause 1.3.3 were interpreted as referred to in that Clause; and
 - 5.1.4. Sections M2.17 and M2.18 (SECCo) did not apply.

6. Termination or Expiry of this Enabling Services Agreement

- 6.1. Subject to earlier termination in accordance with this Clause 6, this Enabling Services Agreement shall expire on the earlier of:
 - 6.1.1. the DCC suspends or ceases, or threatens to suspend or cease, the Enabling Services;
 - 6.1.2. the DCC License expires or terminates; or
 - 6.1.3. two (2) years from the Effective Date.
- 6.2. The DCC shall be entitled to immediately terminate this Agreement on notice to the Participant where an Event of Default occurs, if the Participant fails to comply with any term(s) of this Enabling Services Agreement, or upon seven (7) days' notice to the Participant.
- 6.3. The expiry or earlier termination of this Agreement shall be without prejudice to:
 - 6.3.1. those rights and obligations under this Enabling Services Agreement that may have accrued prior to such expiry or termination; or
 - 6.3.2. those provisions of this Enabling Services Agreement that are expressly or by implication intended to survive such expiry or termination, including Clauses 4 and 5.

7. Amendments

- 7.1. Without prejudice to Clause 1.4, this Enabling Services Agreement may only be amended by agreement in writing by the Parties or in order to give effect to any determination of disputes by the Authority pursuant to the DCC Licence.
- 7.2. The Parties agree that in accordance with Section H14.7 this Enabling Services Agreement has been based on the Specimen Enabling Services Agreement subject only to such variations that are reasonable in the circumstances.

- 7.3. The Parties shall amend this Enabling Services Agreement where it has become inconsistent with the Smart Energy Code in order to correct such inconsistency (including where the Specimen Enabling Services Agreement is modified, in which case the Parties shall amend this Enabling Services Agreement in the same manner and to the same extent).
- 7.4. The Participant hereby authorises the DCC to make the amendments to this Enabling Services Agreement required pursuant to Clause 7.2 on the Participant's behalf. Where the Participant disputes the requirement for, or form of, any such amendments made by the DCC on the Participant's behalf, then the Participant may refer the matter to the Panel for its determination. Nothing in this Clause 7.3 shall fetter the Participant's right to refer disputes to the Authority pursuant to the DCC Licence.
8. Miscellaneous
- 8.1. The Parties agree that the provisions of Sections M3 (Services FM and Force Majeure), M4 (Confidentiality), M7 (Dispute Resolution), M9 (DCC Transfer), M10 (Notices) and M11 (Miscellaneous) of the Smart Energy Code shall apply to this Enabling Services Agreement, as if:
- 8.1.1. those Sections were set out in this Enabling Services Agreement;
 - 8.1.2. the uses therein of the words defined in Clause 1.1 were interpreted in accordance with Clause 1.1;
 - 8.1.3. the references therein to expressions referred to in Clause 1.3.3 were interpreted as referred to in that Clause; and
 - 8.1.4. the following Sections did not apply: Sections M3.14 (SECCo), M7.16 (SECCo), M10.1 (Communication via Specified Interfaces), M10.6 (The Panel, Code Administrator, Secretariat and SECCo), M11.5 (Third Party Rights), and M11.15 (SECCo).
- 8.2. This Enabling Services Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
9. Governing Law
- 9.1. In accordance with Clause 8, this Enabling Services Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims) shall be governed by, and construed in accordance with, the relevant laws specified in Section M11 (Miscellaneous) of the Smart Energy Code from time to time for the purpose of disputes or claims of that nature.

Schedule 1 - DCC Boxed

1. Introduction

“DCC Boxed” is a product that emulates DCC end-to-end SMETS2 Smart Metering to allow Participants to perform such actions as testing, validation of interoperability and development of new products in this risk-free environment. DCC Boxed contains both software and hardware components in a standalone environment that does not touch or interact with the DCC Total System.

2. Components

DCC Boxed standard hardware components include:

- a. A Mini-PC: to host and run the DCC Boxed operating system
- b. USB Hub: to enable the connection of other devices to the Mini PC
- c. A Zigbee Traffic Sniffer dongle: to capture Zigbee based wireless communication

The following software runs over the above-referenced hardware: Zigbee Traffic Sniffer, DCC Gateway Interface, SMKI Interface, GBCS Sniffer, DUIS Sniffer, DCC User Interface, End-to-End Kit Orchestrator, DSP Gateway and CSP Gateway.

The following can be purchased separately for an extended testing experience

- d. Zigbee-enabled Emulator Dongle: equipped with software to enable emulation of the type of devices typically connected to the smart meter ecosystem, including ESME's, GSME's, CAD's/ IHD's, PPMID's, SAPC's, HCALCs and HHT's.

3. Features & Limitations

DCC Boxed has the following key features and capabilities:

Features

- a. DUIS Interface – Submit service requests, translate DUIS requests to GBCS commands
- b. SMKI interface – Generate DCC Boxed-relevant (non-production) certificates and validate organisation and device certificates
- c. Dashboard – Web Graphical User Interface (GUI): Main page, SMKI, DCC Gateway, Devices information
- d. HAN – creates a Home Area Network (HAN) to allowing message interchange
- e. Zigbee Sniffer – software that captures ZigBee traffic for debug and study purpose
- f. GBCS Sniffers – software that allows visualisation of GBCS payload
- g. DUIS Sniffers – software allows visualisation of DUIS messages
- h. User Guide – Help content on how to use the tool
- i. Zigbee-enabled Emulator Dongles: ESME, GSME, HHT, IHD, CAD, HCALCS, SAPC, PPMID.

Limitations

- a. DCC Boxed does not emulate any activities performed within the Smart Metering Systems Communications Service Provider's (CSP) or Data Service Provider's (DSP) production systems. It only follows the specifications for inputs to and outputs from these systems.
- b. The amount of diagnostic information and performance that can be obtained from DCC Boxed exceeds that which can be obtained from “real” devices. For example, latency is shorter in DCC Boxed. Participants should be aware that DCC Boxed is not wholly representative of “real world” testing outcomes.

- c. The DCC Boxed graphical DUIS Interface contains a limited quantity of pre-defined service requests variants.

4. Acceptable Use Policy

The Participant shall ensure DCC Boxed is used for testing in connection with Smart Energy Code Section H14 only. The Participant shall ensure its use of this product does not exceed that reasonably expected of a stand-alone emulated testing platform. The Participant shall not:

- a. Use DCC Boxed in any way that would contravene this Enabling Services Agreement, including this Schedule 1 and Schedule 2 (DCC Boxed Terms and Conditions)
- b. Use DCC Boxed to find vulnerabilities and exploit these in the smart metering ecosystem
- c. Use DCC Boxed to connect unauthorised devices to the smart metering ecosystem
- d. Use DCC Boxed as part of any live production environment
- e. Use DCC Boxed to develop products that are of insufficient quality or suitability to be connected to the live network
- f. Use DCC Boxed for fraudulent or criminal purposes, or in a way that is in breach of the law
- g. Re-sell or onward supply DCC Boxed or any of its associated insights, components and/or benefits to another party.

If the Participant's usage falls outside of this acceptable use policy or DCC suspects the same, DCC, upon prior notice, reserves the right to impose remote restrictions upon the Participant's DCC Boxed product. Further actions for failure to adhere to this Acceptable Use Policy could include, but are not limited to, the product's warranty being declared null and void, repairs not being undertaken and DCC no longer accepting liability for damage to the product.

5. Patches and Updates

The Participant shall ensure that the DCC Boxed product is promptly and regularly loaded with up-to-date patches and updates, which are available at the following URL: smartdcc.co.uk/our-smart-network/network-products-services/dcc-boxed/. Where the Participant does not update the DCC Boxed software, the DCC shall have no liability and the DCC reserves the right to refuse to provide support or repairs to DCC Boxed products that do not have up-to-date software.

6. Support

User Guide

DCC Boxed comes with in-built user guide which is accessed via a web browser (the "**User Guide**"). DCC Boxed is design to be simple to use and for Participants to be able to self-serve themselves.

DCC Service Centre

For queries not covered in the User Guide, the DCC offers a basic level of support included in the DCC Boxed purchase price (the "**Support**"). The basic level of support is limited to the following, insofar as is reasonably necessary to make initial use of DCC Boxed:

- Support with ordering and payment for DCC Boxed
- Support of how to download bug fixes, patches and updates
- Support with the process for product returns
- Coordination of specialist support for more in-depth technical queries during the warranty period. (for out of warranty support, see below)

Participants can contact the DCC Service Centre at servicecentre@smartdcc.co.uk. Instructions on how to contact the DCC Service Centre are also contained in the User Guide. DCC will offer such support on as soon as practicable, on a non-prioritised basis.

DCC reserves the right to provide Support for only the current version of the DCC BOXED and to stop providing Support at any time and without notice. The Participant is responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the DCC BOXED, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the DCC BOXED.

Hardware Warranty

Provided that the Participant is not in breach of any terms of the Enabling Services Agreement, during the first twelve (12) months following delivery of the DCC Boxed unit (the "**Warranty Period**"), the DCC, at its sole discretion, will provide a hardware warranty that covers the following hardware components of the DCC Boxed: the Mini-PC or NUC; the USB Hub; Zigbee Traffic Sniffer dongles and Zigbee-enabled Microcontrollers and Emulators.

The forgoing hardware warranty shall not in any circumstances apply if: (i) the defect arises because the Participant failed to follow the DCC's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the DCC BOXED or (if there are none) good trade practice; or (ii) the Participant alters or repairs the relevant hardware without the written consent of the DCC; or (iii) the defect arises because of improper use of the DCC BOXED or use outside its normal application. Any repaired or replacement hardware shall be under hardware warranty for the unexpired portion of the Warranty Period.

Outside of the Warranty Period for hardware the Participant can return the product if a fault is suspected. Faults will be assessed and an estimated cost to fix provided to the Participant. Repairs will only be undertaken upon receipt in writing from the Participant of approval to proceed. The DCC will inform the Participant if the actual cost of repair exceeds the estimate. The DCC shall not be liable for any costs associated with delays in Participant's test activities whilst repairs are undertaken.

The Participant should contact the DCC Service Centre at the above referenced email address for instructions on the returns process, both within and outside of warranty period. All out of warranty returns will be at the Participant's costs. DCC recommends that the Participant adequately insure the DCC Boxed product whilst in transit to the DCC Service Centre.

No warranty is offered on software and the DCC will not accept any returns based on software issues with the DCC Boxed.

Schedule 2 - DCC Boxed Specific Terms and Conditions

BY USING ANY PART OF THE DCC BOXED (“**DCC BOXED**”), YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THESE DCC BOXED TERMS AND CONDITIONS (“**DCC BOXED TERMS**”).

1. License.

Subject to Your full compliance with all the terms and conditions of these DCC BOXED TERMS, DCC grants You a non-transferable, non-sub-licensable, non-exclusive license, revocable at DCC’s discretion, to use the DCC BOXED, the accompanying documentation, and any additional software that may be made available by DCC from time to time for You to use for testing purposes in connection with Smart Energy Code Section H14 only, and only in accordance with the accompanying documentation and any other restrictions contained in this Enabling Services Agreement. No other use of the DCC Boxed is permitted.

2. Restrictions.

You shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify, or distribute the DCC BOXED or license key (if any); (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the DCC BOXED (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); or (iii) rent, lease, or use the DCC BOXED for timesharing or service bureau purposes, or otherwise use the DCC BOXED for any purpose, including but not limited to a commercial purpose. You shall maintain and not remove or obscure any proprietary notices on the DCC BOXED and shall reproduce such notices exactly on all permitted copies of the DCC BOXED. You agree to be liable for all acts or omissions of any third party you allow to use the DCC BOXED, and agree to indemnify the DCC for all claims, damages, liabilities, costs and fees (including attorneys’ fees) made against the DCC related to the acts or omissions of such third parties.

You acknowledge that all Intellectual Property Rights in the DCC Boxed and any updates or releases belong and shall belong to the DCC or the relevant third-party owners (as the case may be), and You shall have no rights in or to the DCC Boxed other than the right to use it in accordance with the DCC BOXED TERMS.

You understand that DCC or its licensors may modify or discontinue offering the DCC BOXED at any time. These DCC BOXED TERMS do not give You any rights not expressly and unambiguously granted herein.

3. Intellectual Property; Content.

As a condition to Your use of the DCC BOXED, You represent, warrant and covenant that You will not use the DCC BOXED: (i) to infringe the intellectual property or proprietary rights, or rights of publicity or privacy, of any third party; (ii) to violate any applicable law, statute, ordinance or regulation; (iii) to disseminate, transfer or store information or materials in any form or format (“**Content**”) that are harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise objectionable or that otherwise violate any law or right of any third party; (iv) to disseminate any software viruses or any other computer code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or violate the security of any computer network; or (v) to run Maillist, Listserv, “bots,” “robots,” any form of auto-responder, or “spam,” or any processes that run or are activated while You are not logged in. You, not DCC, remain solely responsible for all Content that You upload, transmit, or otherwise disseminate using, or in connection with, the DCC BOXED. You acknowledge that all Content You access through use of the DCC BOXED is accessed at Your own risk and You will be solely responsible for any damage or liability to any party resulting from such access.

4. Warranty Disclaimer.

The DCC BOXED is provided “as is”. Except as provided in Clause 4 above, the dcc makes no warranty of any kind, express or implied, and the DCC expressly disclaims all warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose and noninfringement. Further, the DCC does not warrant results of use or that the DCC BOXED is bug free or error free or that its use will be uninterrupted. This disclaimer of warranty constitutes an essential part of these DCC BOXED TERMS. All the foregoing disclaimers also apply in full with respect to DCC’s licensors, suppliers, distributors, contractors and agents. Some countries do not allow the exclusion of implied warranties, so the above limitations may not apply to You.

5. Limitation of Remedies and Damages.

Under no circumstances and under no legal theory, including, but not limited to, tort, contract, negligence, strict liability, or otherwise, shall the DCC be liable to You or any other person (i) for any indirect, special, incidental,

or consequential damages of any character or (ii) for any matter beyond its reasonable control. DCC's liability for damages of any kind whatsoever arising out of this DCC BOXED TERMS shall be limited to the total charges paid by You to DCC, except where not permitted by applicable law, in which case the DCC's liability shall be limited to the minimum amount permitted by such applicable law. All the foregoing limitations shall apply even if the DCC has been informed of the possibility of such damages. All the foregoing limitations also apply with respect to the DCC's suppliers, licensors, distributors, contractors and agents. Some countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You.

6. Indemnity.

You agree that DCC and its licensors, distributors, contractors and agents shall have no liability whatsoever for any use You make of the DCC BOXED. You shall indemnify and hold harmless DCC and its licensors, suppliers, distributors, contractors and agents from any claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from (a) Your failure to comply with any term of the DCC BOXED TERMS; or (b) use of the DCC BOXED in combination with other hardware, software or other systems that would have been avoided but for such use or combination. To the maximum extent permitted by applicable law, You hereby release, and waive all claims against, DCC and its licensors, suppliers, employees and agents from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with use of the DCC BOXED. You also waive your rights under all analogous laws, statutes or regulations of other countries.

7. Termination.

These DCC BOXED TERMS shall continue until terminated as set forth Clause 6 of the Enabling Services Agreement. Upon termination for any reason, the rights granted hereunder shall terminate and You shall immediately discontinue all use of the DCC BOXED and destroy and remove from all computers, hard drives, networks and other storage media all copies of the DCC BOXED.

8. Export Law Assurances.

In connection with the DCC BOXED, You agree to comply with all export laws and restrictions and regulations of United Kingdom or foreign agency or authority, and You agree not to export, or allow the export or re-export of the DCC BOXED in violation of any such restrictions, laws or regulations. By using the DCC BOXED, You agree to the foregoing and represent and warrant that You are not located in, under the control of, or a national or resident of any restricted country.

9. Miscellaneous.

These DCC BOXED TERMS constitutes the entire agreement between You and the DCC with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 13 to 15 of the Supply of Goods and Service Act 1982 are, to the fullest extent permitted by law, excluded from this Enabling Services Agreement. The DCC reserves the right to modify these DCC BOXED TERMS at any time by providing such revised DCC BOXED TERMS to You or by publishing the revised DCC BOXED TERMS on the DCC Website. Your continued use of the DCC BOXED shall constitute Your acceptance to be bound by the terms and conditions of the revised DCC BOXED TERMS.

BY CLICKING ON THE "SUBMIT" BUTTON ON THE DCC BOXED ONLINE ORDER FORM, YOU AGREE: (A) TO THE TERMS OF THIS ENABLING SERVICES AGREEMENT WHICH WILL BIND YOU; AND (B) THAT YOU ARE A SEC PARTY AND/OR A TESTING PARTICIPANT/NON-SEC PARTY ENTITLED TO USE DCC BOXED UNDER THE SEC.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ENABLING SERVICES AGREEMENT, DO NOT CLICK "SUBMIT".