

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this “Agreement”) is made effective on **DATE**, by and between **CLASP**, an international and impartial nonprofit organization (501c3), with its official registered headquarters in Washington, DC (“Provider”) and **NAME** (“Client”). Provider and Client also may be referred to individually as a “Party” and collectively as the “Parties.”

BACKGROUND

WHEREAS CLASP serves as the operator and manager of VeraSol, an independent quality assurance program serving the global off-grid solar energy industry, in which products are certified to internationally recognized quality standards.

WHEREAS Clients desire to obtain certain product certification services currently performed by VeraSol personnel.

WHEREAS the Parties desire to enter into this Agreement to set forth the terms and conditions that will govern Provider’s provision of Certification Services to Clients.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1. Definitions

For purposes of this Agreement, all the listed terms shall have the meanings assigned to them as set below:

1.1. “Agreement” means this Master Services Agreement, including all Annexures, Statements of Work and Schedules hereto.

1.2. “Annexures” means the annexures referenced in, appended to, and made a part of this Agreement.

1.3. “Authorized Representative of a Party means the representatives with authority to sign this Agreement and other formally assigned employees.

1.4. “Confidential Information” has the meaning provided in Article 8 hereof.

1.5. “Intellectual Property Ownership” means all the IP rights or appropriate licenses that companies must have with respect to the products submitted to obtain VeraSol certification services.

1.6. “Quality Standards” means the specifications and standards for a Product’s acceptance into the VeraSol Quality Assurance Program. The version of the Quality Standards that is current at the time the Testing Process commences shall be the version applicable to the Product.

1.7. “Products” means those products provided by Client to Provider in connection with Provider’s performance of the certification services requested by Client under this Agreement.

1.8. “GOGLA” means the Global Off-Grid Lighting Association.

1.9. “VeraSol Website” means the website owned by CLASP, located at <www.verasol.org>.

1.10. “Certification Services” means the consulting, management, evaluation, or other services described in a Service Order that the Provider offers under this Agreement and the terms thereof.

1.11. “Service Order” has the meaning provided in Article 2 hereof.

1.12. “Certification Fee Rates” has the meaning provided in Article 9 hereof.

1.14. “Cancellation of Service Orders” has the meaning provided in Article 4 hereof.

1.15. “Certification Policies” refers to the set of policies that govern how the certification process is implemented. These describe what is expected from the Client and from the VeraSol team. These policies, which are located at <<https://verasol.org/solutions/certification>>, may be amended or modified from time-to-time by CLASP in its sole discretion. Clients will be notified of changes to the policies by subscribing to receive the VeraSol Newsletter. BY SIGNING THIS AGREEMENT, THE CLIENT ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO REVIEW AND COMPLY WITH ALL THE REQUIREMENTS IN THE VERASOL POLICIES.

1.16. “Client Data” means any of Client’s data gathered through the provision of the VeraSol Certification Services or contained in any Deliverable.

1.17. “Deliverables” means the drafts and or final versions of documentation generated and needed to complete certification process of products submitted by the Client to the Provider.

1.18. “Co-branding” means the options offered by VeraSol for companies to list a co-branded product on the VeraSol Product database. Details of this approach are described in the Co-Branding Policy located at <<https://verasol.org/publications/co-branding-policy>>.

1.19. “Test Plan” means, with respect to any Product, a list of each test procedure the product will undergo, and the number of samples required for each. The testing plan is developed by the Provider and may include additional information relating to the testing process including the stock requirements for random sampling and notes regarding any results that will be referenced from tests of a similar product.

1.20. “Testing Laboratory” means the facility selected by Client from the list of approved testing laboratories located at <<https://verasol.org/test-labs>>.

1.21. “Certificate” means a document generated by the Provider for products that meet the Quality Standards. This certificate will be publicly available in the VeraSol product database, and this document formally proves the validity of a product’s test results for meeting the applicable Quality Standards.

1.22. “Certification Disclaimer” has the meaning provided in Section 10.3 hereof.

1.23. “Standardized Specification Sheet” means a document generated by CLASP, Provider, and Designated Agents for each Product found to meet the Quality Standards that summarizes the Product’s features and TestResults in a standardized format and shall be made publicly available on the VeraSol Website.

1.24. “Test Report” means a test report to be prepared by the Testing Laboratory describing the results of the Testing Process with respect to a Product, which shall include data and information relating to the testing of such Product.

1.25. “Sales Data” means, with respect to a Product, information describing the sales distribution channel of such Product. This includes: (i) the number of units of such Product sold directly by the Client or distributor on behalf of Client during a particular Reporting Period, and (ii) the contact information of all distributors that sell or will sell such Product.

Article 2. Agreement and Service Order

2.1. Agreement. This Agreement contains the general contractual terms and conditions applicable to the Services to be provided by the Provider to Client.

2.2. Service Order. From time to time, during the period of validity of the Agreement, Client and Provider may agree in writing on certain services to be performed under this Agreement, and in that case shall prepare a Service Order setting forth the services to be provided, and other additional terms agreed by the parties (“Service Order”). Each Service Order, upon execution by the parties shall be considered incorporated into this Agreement. Subject to payment of the fees described in the applicable Service Order (the “Fees”) the Provider shall deliver requested Certification Services (the “Services”) to the Client. Clients will also perform the tasks designated as Client Responsibilities, if any, set forth in the Service Order to facilitate the Provider’s provision of services.

2.3. Use of Service Order. As a “master” form of contract, this Agreement allows the parties to contract for Certification Services through the issuance of service orders without having to re-negotiate the basic terms and conditions contained herein. The specific details of Certification Services to be provided by the Provider under this Agreement shall be separately negotiated and specified in services orders in the form attached hereto as Exhibit A or as otherwise agreed in writing as per clause 2.2 above. Each Service Order will include, at a minimum, a description of the Service to be provided, the identity of the Service Provider and the Service Recipient, and the applicable fees and charges, as well as any requirements, considerations, or objectives which are in addition to the general provisions of this Agreement.

Article 3. Duration

3.1. Term. In connection to the Master Service Agreement, the MSA shall become effective when signed by all parties. The parties will review this MSA every 5 years to determine if it should be revised, renewed, or terminated.

3.2. Termination. This MSA may be terminated by either party at any time by one party notifying the other party in writing 90 days in advance of the termination date. Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination. Upon termination of this Agreement, the Client will pay CLASP any unpaid Certification Fees set forth in all associated Service Orders for services provided through the date of termination, unless such termination was in connection with a breach or alleged breach from CLASP.

Article 4. Services

4.1. Services. Subject to the payment of the applicable fees or other amounts described in, and to be paid under, the applicable Service Order (the “Fees”) the Provider shall perform for the Client the services (“Services”), and shall provide to Client the applicable deliverables, described in, each Service Order. As mentioned in clause 2.2 above and later described in Section 5.2, Clients must perform their designated tasks to facilitate the Provider’s performance and provision of services. Also, where Services are to be performed upon Clients’ premises, Clients will offer the Provider with reasonable and necessary access to Client facilities during normal business hours, and otherwise as reasonably requested by the Provider to facilitate the provision of Services, including, without limitation, office space, telephone, and high-speed Internet connections.

4.2 Best Business Practices Clause. Each party agrees to conduct its business activities in accordance with the highest standards of ethical conduct, professionalism, and integrity, and in compliance with all applicable laws, regulations, and industry standards. This includes, but is not limited to, avoiding fraudulent, deceptive, or unethical practices, ensuring transparency in all business dealings, and promoting fairness in all transactions. Each party shall take reasonable steps to prevent any act or omission that could undermine the reputation, integrity, or legal standing of the other party or any third party. The parties further agree to cooperate fully to maintain and uphold these standards throughout the term of this Agreement.

4.3. Commencement of Services. The Services will commence in accordance with the terms set forth on the applicable Service Order.

4.4. Change Orders. If the parties mutually agree to change the terms of a Service Order, including but not limited to the type or amount of Services to be performed, the parties shall prepare and execute a writing (“Change Order”) stating, at a minimum: (i) the effective date of the Change Order; (ii) the specific changes, with reference to the affected sections of the applicable Service Order; and (iii) the effect of the changes on any Fees or other amounts described in, and to be paid under, the applicable Service Order. Once executed, a Change Order will become a part of, and will be incorporated into, the related Service Order.

4.5. Cancellation of Service Orders. Each party may also request to cancel any Service Order that is not formally finalized within 90 days of written notice thereof from the other party. THE CANCELLATION OF A SERVICE ORDER WILL NOT TERMINATE THIS AGREEMENT.

Article 5. Roles and Obligations

5.1 PROVIDER RESPONSIBILITIES.

(a) Provision of Purchased Services:

- The provider will make Certification Services available to the Client pursuant to this Agreement and the applicable Service Orders.
- The Provider will also use reasonable efforts to make the Certification Services available during standard working hours (9.00 a.m. to 5.00 p.m.) and a Business Days (Monday to Friday), except for: (i) planned downtime (of which the Provider shall give advance notice to the Client, and (ii) any unavailability caused by circumstances beyond reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake,

civil unrest, act of terror, strike or other labor problem (other than one involving the provider's employees).

(b) Protection of Client Data:

- The Provider will maintain administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the Client's data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, or disclosure of the Clients' data by the Provider's personnel and Designated Agents except to properly provide purchased Certification Services.

(c) Personnel and Designated Agents:

- The Provider will operate and manage the VeraSol Certification process in collaboration with the Schatz Energy Research Center (Schatz Center) at Cal Poly Humboldt.
- The Provider will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with the obligations under this Agreement, except as otherwise specified herein.
- Designated Agents: For purposes of this Agreement, "Designated Agents" means third-party commercial entities that have been duly approved or designated by CLASP to carry out certification services on behalf of the VeraSol program in accordance with CLASP's policies and procedures.

(d) Operations:

- The Provider, Test Laboratories and Designated Agents for certification will ensure the certification scheme remains an effective vehicle of product quality assurance for the off-grid solar sector.
- The Provider will ensure that approved Test Laboratories and Designated Agents for certification receive adequate technical support related to the procedures in the latest edition of IEC/TS 62257-9-5 and IEC/TS 62257-9-8.

5.2 CLIENT RESPONSIBILITIES.

(a) Product Information:

- The Client will provide, in the format and frequency required, data feeds containing accurate and complete product information for each product submitted to receive VeraSol certification services. The Client agrees to promptly share all relevant product information that has been recently updated to ensure it remains accurate and complete at all times. update such information as necessary to ensure it always remains accurate and complete.
- The Client will also (for all relevant products) declare the following:
 - All wires, cables and connectors shall be appropriately sized for the expected current and voltage, and all connectors and wire joints shall be robust. This includes that all external cords provided with the product shall be capable of carrying the electric currents present during normal operation without exceeding $50\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ (measured at $25\text{ }^{\circ}\text{C} \pm 3\text{ }^{\circ}\text{C}$ ambient temperature).

- All ports on the main unit and all ports on included appliances serve all advertised or implied functions. This requirement applies to ports not used to charge or power appliances such as audio and video inputs, HDMI, S-Video, antenna, Ethernet etc.).
- (For any Size B products (as defined in IEC TS 62257-9-8) under test): All cables intended to be used outdoors, such as cables connecting the PV module, are appropriately protected against UV radiation and water ingress.

(b) Product Sampling:

- Clients, at their own expense, will meet all applicable sampling requirements and deliver product samples with accuracy and completeness to an approved Testing Laboratory, following the procedures described in VeraSol's [Product Sampling Policy](#).

(c) Product Testing:

- Clients will authorize, and the Testing Laboratory shall provide relevant Test Reports to the provider for review. Results will only be delivered to the client after the review process is complete and all relevant certification and testing fees have been fully paid.

(d) Co-branding:

- Clients understand that with VeraSol's co-branding approach, certified products can be distributed by another company under its own brand name and model numbers.
- Clients must obtain approval to co-brand a currently tested and certified product from the main company that owns the intellectual property rights of such product.
- Clients must represent and warrant that the tested/certified product and its co-branded version are completely identical.
- Clients understand that co-branded versions of certified products will undergo a visual screening, in accordance with the terms of the [Co-Branding Policy](#).
- Clients understand that co-branded version of a tested/certified product will only obtain a VeraSol Certificate and public listing after the product passes visual screening.
- Clients submitting co-branded version of a product for certification must pay a fee, in consideration of the relevant services provided (i.e., visual screening of documents and reporting). Details will be included in the applicable Service Order.
- Clients understand and agree that certification status of co-branded products are fully dependent on tested products maintaining valid VeraSol Certificates. Failure of any version of such products (tested or co-branded) to meet applicable requirements of the quality standards may result in withdrawal (cancellation) of certificates.

(e) Products Receiving Certification:

- Clients shall inform products had ongoing, incremental changes during the validity period of the original test results. If the changes to performance are small, no further

testing will be required to maintain certification. Substantial changes (greater than 10% difference in performance) may require targeted re-testing. The client shall remain solely responsible for any fees or expenses payable to the Testing Laboratory and CLASP, Provider, and Designated Agents relating to such re-testing.

- Clients understand that Quality Test Method (QTM) tests are valid for a period of two years from the original test report date. To maintain product certification, Clients must resubmit product for evaluation, following the process described in the [Policy for Renewing Test Results](#). Renewal certification costs are borne by the Client.
- Clients will provide Sales Data for certified products. This data can be provided directly to CLASP or to GOGLA, if Client grants GOGLA the right to share relevant product Sales Data with CLASP. Product sales data will only be used for the purposes of CLASP's management of the VeraSol Certification, including, as applicable, in determining which Products to select for post market surveillance, measuring program impacts, and for refining program strategy.
- Clients may use or disclose the published documentation of currently certified products, provided that such documentation has not expired and/or otherwise been invalidated by VeraSol.
- Clients cannot alter any product documentation from its original form or content, including modification or manipulation of any data or information contained within such product documentation.
- Clients may choose to display or disclose the Test Report, VeraSol Certificate, or Standardized Specification Sheet of a certified product. The display or disclosure must include the entirety of such document, without any portions of such document removed, redacted, or obfuscated; and if any individual test results from any Product Documentation are disclosed or distributed with reference to either the Testing Laboratory or VeraSol, or any other aspects of the Certification Process, such test results must be reported clearly and accurately and must be based on the average of all test sample results.
- Clients cannot use and/or display documentation of any products that lost their certification status for any purpose and may not otherwise claim or publicize any type of relationship of such products to VeraSol.

(f) Submitted Products Fail Evaluation:

- Clients dissatisfied with the results contained within a test report may request that the applicable Product(s) be re-tested using the Testing Process. CLASP, Provider, and Designated Agents may, in its sole discretion, and subject to testing availability, grant this request, provided that (i) Clients submit another Service Order and pays the associated fees of this additional order; and (ii) Clients cover any fees or expenses payable to the Testing Laboratory relating to such re-testing. Re-testing shall be governed by the terms of all the relevant and applicable VeraSol Policies.

- Clients resubmitting failed products for retesting, and such products are co-branded, must inform the relevant Co-Branding Party of such retests. Clients and all relevant Co-Branding Parties must resubmit all required documentation to confirm that all versions of such products remain technically identical.
- Clients understand that the Certification Fees tied to any Service Order regardless of the outcome of product evaluation results (pass or fail) are required for processing and providing the requested VeraSol certification services to Clients and therefore are non-refundable. PAYMENT OF SUCH FEES DOES NOT GUARANTEE PRODUCTS WILL RECEIVE VERASOL CERTIFICATION. PRODUCTS MUST FULLY MEET THE QUALITY STANDARDS TO OBTAIN A VALID CERTIFICATION FROM VERASOL.

5.3 MUTUAL COLLABORATION.

The Parties will exchange information and data required to facilitate the process of certifying off-grid solar products through VeraSol. Principal areas of collaboration and coordination include:

- (a) Initial Screening:
 - Inquire about general requirements of getting products certified and determining whether such products are appropriate for certification.
- (b) Certification Process:
 - Collecting and providing necessary data through the relevant VeraSol data submission form.
 - Development of an appropriate product test plan (if applicable)
 - Developing and agreeing an appropriate Service Order
 - Collecting and providing necessary data for random sampling (if applicable)
 - Coordinating testing
 - Reviewing final test results, including summary cover letter (if applicable)
 - Correcting, collecting, and providing necessary information to address conditional pass issues (if applicable)
 - Generation of Standardized Specification Sheets and Certificates; and
 - Placement of evaluated products on the VeraSol Website (if applicable)
- (c) Integrity:
 - Hold all confidential information in strict confidence.
 - Advocate for use of the VeraSol Quality Assurance framework.
 - Endeavor to respond to concerns of the other Party in a timely manner.
 - Keep each other informed of all relevant activities falling under the scope of services described in all associated Service Orders.

THE ABOVE LIST IS NOT EXHAUSTIVE AND SHOULD NOT BE TAKEN TO EXCLUDE OR REPLACE OTHER FORMS OF COLLABORATION BETWEEN THE PARTIES ON OTHER ISSUES OF COMMON INTEREST.

Article 6. Product Results

6.1. Test Reports. Upon completion of the Testing Process for each Product, Clients will authorize, and the Testing Laboratory shall provide a Test Report to CLASP, Provider and Designated Agents. CLASP, Provider and Designated Agents shall review the Test Report and work with the Testing Laboratory to revise it to ensure that it is an accurate and comprehensive record of the all the tests conducted on the applicable products. Once the review process is complete and all relevant fees to the Testing Laboratory and CLASP have been paid, a completed copy of the test report will be provided to Clients.

6.2. Use of Test Reports. Test Reports are documents developed by Test Labs at the instruction of Client and provided to CLASP within the framework of this agreement and relevant service order. CLASP, Provider and Designated Agents acknowledge that, subject to the terms and conditions set forth herein, all Test Reports shall be deemed to be Confidential Information regarding Clients and their submitted products. Notwithstanding the forgoing, CLASP and Clients acknowledge that the determination of whether such products meet the Quality Standards is public and is not considered Confidential Information. Clients hereby grant CLASP, Provider and Designated Agents: (i) a royalty free, fully paid-up, non-exclusive license to use the Test Reports (including all data and information contained therein) in connection with CLASP, Provider and Designated Agents' provision of the Coordination Services, including to verify whether the applicable Product(s) have met the Quality Standards; and (ii) a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid up, transferable, sublicensable license to use the Test Reports (including all data and information contained therein) on an anonymized and aggregated basis for all business or internal purposes. VeraSol is a donor-funded program and CLASP may share and disclose information relating to Product testing with those VeraSol funders that need up-to-date product information to operate their programs.

6.3. Public Product Listing. Only after submitted products meet the Quality Standards, these will be featured on the [VeraSol Product Database](#) with their respective formal and supporting documents (the Specification Sheet and VeraSol Certificate). Furthermore, tests results tied to VeraSol certificates are valid for two years, and during that time, certified products will be subject to [Market Check Testing](#).

Article 7. Branding.

7.1. VeraSol Brand. Clients understand that VeraSol is a registered service mark of CLASP. Therefore, Clients will not use any trademark, service mark, logo, or other brand identifier (each a VeraSol brand) without prior written approval of CLASP. Please submit all special requests in writing to info@verasol.org.

7.2. Branding Guidelines. Representative will always abide by the [VeraSol Communication and Branding Guidelines](#), and all the terms and conditions stated in other certification policies and resources found at <https://verasol.org/solutions/certification>. Upon termination or expiration of this Agreement, Clients shall no longer have any right to refer their participation in the VeraSol program in their communications tools and marketing materials. BY SIGNING THIS AGREEMENT, CLIENTS ACKNOWLEDGE, UNDERSTAND, AND AGREE TO REVIEW AND COMPLY WITH ALL THE REQUIREMENTS IN THE CERTIFICATION POLICIES.

Article 8. Confidentiality.

8.1. Confidentiality. Each Party (the “Receiving Party”) may be granted access to or provided with Confidential Information of the other Party (the “Disclosing Party”) during the term of this Agreement. Subject to the “Return of Confidential Information” clause in this Article, and except as provided for in Article 12, each Receiving Party shall maintain in strict confidence all Confidential Information of the Disclosing Party and shall not disclose such Confidential Information to any third party. The Receiving Party shall only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Access to a Disclosing Party’s Confidential Information shall be limited to the Receiving Party’s and its affiliates’ employees and contractors on a “need to know” basis, and the Receiving Party shall inform such employees and contractors of these confidentiality obligations and shall be responsible for any breach of these confidentiality obligations by such employee or contractor. Each Receiving Party agrees to protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information.

8.2. Confidential Information. Means information relating to a party, its business, or assets or that of any of its customers, affiliates, subcontractors, or other persons that is not generally known to the public, whether of a technical, business, or other nature, that is disclosed by the Disclosing Party to the Receiving Party, which is in documentary or other tangible form, or disclosed orally. Confidential Information shall not include any information that the Receiving Party can demonstrate: (i) is or becomes publicly available through publication, inspection of commercially available product or otherwise without breach of this Agreement; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party, which knowledge can be demonstrated in writing by the Receiving Party; (iii) is rightfully acquired by the Receiving Party from a third party without any obligation of confidentiality; (iv) can be demonstrated in writing to have been independently developed by the Receiving Party prior to the Effective Date without the use or benefit of the Disclosing Party’s Confidential Information; or (v) is approved in writing by the Disclosing Party for release by the Receiving Party.

8.3. Legally Compelled Disclosure. If the Receiving Party is requested to disclose Confidential Information or the substance of this Agreement in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, the Receiving Party will give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, the Receiving Party, at the Disclosing Party’s expense, will cooperate with and assist the Disclosing Party in such efforts. If the Disclosing Party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose and will use its reasonable efforts to obtain confidential treatment of the Confidential Information to be disclosed.

8.4. Return of Confidential Information. Subject to the other terms and conditions of this Agreement, upon written request from the Disclosing Party, the Receiving Party will promptly return all tangible Confidential Information it has received from the Disclosing Party, together with all copies thereof and any other materials or information prepared or developed by the Receiving Party that embodies or incorporates Confidential Information of the Disclosing Party

unless such Confidential Information is needed in order to fulfill the party's obligations under this Agreement.

Article 9. Fees and Payment

9.1. Rates. Unless otherwise specified in a superseding Service Order, the rate for services rendered by the Provider shall be quoted based on the current version of the Certification table of fees, which is located at <<https://verasol.org/publications/verasol-quality-assurance-pricing-table>>. THESE PRICING QUOTES ARE ESTIMATES ONLY AND MAY BE SUBJECT TO CHANGE UPON PRIOR NOTICE TO THE CLIENT.

9.2. Taxes. Clients will be responsible for all taxes, duties or imposts including but not limited to those that may be levied by a governmental body ("Taxes") excluding, however, income taxes on the net income of CLASP. CLIENT WILL NOT DEDUCT ANY WIRE OR TRANSFER FEES OR OTHER OFFSETS. IF CHARGES ARE NOT PAID WHEN DUE, WE MAY DENY OR WITHDRAW ANY SERVICES TO YOU.

9.3. Payment. Clients agree to pay the fees, charges, and other amounts in accordance with the applicable Service Order. CLASP will invoice Client upon execution of an SOW, unless otherwise agreed by the parties. All fees are non-refundable, unless otherwise stated herein. All rights of the Client in relation to the services provided are conditioned on the CLASP's receipt of full payment. CLASP may suspend performance of Services and withhold delivery of materials until outstanding invoices are paid in full. CLASP shall not be liable for any damages, losses or liabilities that may arise out of such suspension of performance and/or withholding of materials due to Client's non-payment.

9.4. Other Expenses. Product testing costs are not included in the certification fees. clients shall pay fees and other expenses associated with product testing directly to the test lab that conducts the required tests. Such expenses include, without limitation, all costs relating to:

- (a) transportation or shipment of Product samples to the Testing Laboratory.
- (b) any fees charged by the applicable Testing Laboratory for the testing services.
- (c) any other fees, costs, or expenses necessary to complete testing of the Products other than costs incurred by CLASP in connection with the Coordination Services.

Article 10. Representations and Warranties.

10.1. Representations and Warranties. The parties represent and warrant that: (i) this Agreement is a legal, valid and binding mutual obligation enforceable against each other in accordance with its terms; (ii) the parties are not subject to any judgment, order, injunction, decree or award of any court, administrative agency or governmental body that would or might interfere with its performance of any of its obligations hereunder; (iii) the parties have full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms, and is not required to secure the consent, approval or waiver of any third party with respect to such performance; (iv) the parties are the lawful and rightful owners of the Product (v) and all intellectual property associated with any such Product or otherwise is an authorized licensee of the intellectual property associated with any such Product; and (vi) the provision and use of the Product (vii) as contemplated herein will not infringe, misappropriate or otherwise violate the rights of any third party (including intellectual property rights, confidentiality obligations or rights of privacy).

10.2. Warranty Disclaimer. CLIENTS UNDERSTAND AND AGREE THAT VERASOL CERTIFICATION SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. CLASP (THE “PROVIDER”) AND ITS IMPLEMENTING PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, THE PROVIDER AND ITS IMPLEMENTING PARTNERS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET CLIENT REQUIREMENTS; (II) THE CLIENTS USE OF THE CERTIFICATION SERVICES WILL BE TIMELY, UNINTERRUPTED, AND ERROR-FREE; OR (III) THAT PRODUCT EVALUATION RESULTS OBTAINED FROM USING THE CERTIFICATION SERVICES WILL MEET CLIENT EXPECTATIONS. NEITHER THE PROVIDER NOR ITS IMPLEMENTING PARTNERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, LOST INCOME OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THEREOF, IN RELATION TO THIS AGREEMENT. CLASP’S MAXIMUM AGGREGATE LIABILITY TO YOU, AND THAT OF ITS IMPLEMENTING PARTNERS SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE NUMBER OF SERVICE ORDERS GRANTED AND PROCESSED BY US IN RELATION TO THE VERASOL CERTIFICATION, REGARDLESS OF THE NUMBER AND/OR TYPE OF CLAIMS MADE OR DAMAGES INCURRED. Without limiting the foregoing, Clients acknowledge and agree that they have not relied on, and hereby disclaim reliance on, any representation, warranty or other statement or omission of CLASP or its implementing partners or any of their directors, officers, employees, or agents beyond those expressly set forth in this Agreement.

10.3. Certification Disclaimer. To the extent permitted by law, CLASP makes no (and expressly disclaims all) warranties, express, implied, or statutory, with respect to the product(s) certified under this agreement, including without limitation any implied warranty of merchantability, fitness for a particular purpose, noninfringement, or arising from course of performance, dealing, usage or trade. Additionally, CLASP disclaims that the product will perform in certain ways and that it meets any national standards. Without limiting the generality of the foregoing, CLASP makes no claim, representation, or warranty of any kind as to the utility of the products for customer’s intended uses.

Article 11. Indemnities and Insurance

11.1. Indemnities. Clients shall defend, indemnify and hold CLASP and their implementing partners, affiliates, directors, officers, employees and agents harmless against any Losses (including reasonable attorneys’ fees) arising out of or otherwise relating to: (i) any breach by Client of any representation, warranty, term or condition of this Agreement; (ii) any Losses or claims that the use of any Product infringes or otherwise violates the rights of any third party, including, but not limited to, any IP rights; (iii) any Losses or claims relating to the acts or omissions of the Testing Laboratory or the conduct of the Testing Process; (iv) any costs, fees or expenses owed to Testing Laboratory arising out of the testing of the Product(s); (v) any third party Losses or claims related to the use of the product, including, but not limited to, claims for personal injury and property damage; and (vi) wrongful acts, negligence, or omissions of the Clients.

11.2. Insurance. CLASP reserves the right to require Clients produce evidence that they maintain satisfactory insurance coverage for the purpose of meeting any third-party liability.

Article 12. Reservation of Rights and Disputes.

12.1. Information Sharing. The Client acknowledges that CLASP, the Provider, Designated Agents, and other CLASP consultants may collaborate in the provision of certification services and may share information related to product testing and certification among themselves as necessary to operate the Program..

12.2. Refusal of Test Reports. Clients acknowledge that CLASP, Provider, and Designated Agents may, for any reason or no reason, refuse to accept any Test Reports or related test results for any Product from a third-party Test Laboratory or any other institution. Nothing in this Agreement shall be construed to in any way constitute or imply a waiver, renunciation, termination, or modification by CLASP of any right, privilege, immunity, or exemption of CLASP granted under this Agreement or under its respective Articles of Incorporation, by-laws or other charter or formation documents.

12.3. Refusal of a VeraSol Certification. CLASP, Provider, and Designated Agents reserve the right to not certify a product. This decision can be made at any time and may be based on but not limited to the following: inability to comply with any clause of the applicable quality standards, failure to provide required sufficient information or samples such that compliance cannot be assessed, test failure, violation of the intellectual property rights of any third party, non-compliance with any of the VeraSol certification requirements, and nonpayment for services. The Provider will make a written statement of its reasons to refuse a certification. Clients may dispute this decision, using the complaint procedure.

12.4. Disputes Resolution. Please refer to the VeraSol Certification Program Rules, under Reservation of Rights and Appeal Process. These rules are incorporate herein by reference and found on the VeraSol Website at <<https://verasol.org/publications/verasol-certification-program-rules-and-procedures>> The VeraSol Certification Program Rules are subject to change at CLASP's discretion.

Article 13. Miscellaneous.

13.1. Governing Law; Dispute Resolution. This Agreement and all claims (including, without limitation, claims based in contract, statute, or tort) arising out of or relating to this Agreement, its interpretation, validity, and enforcement shall be governed by, and construed and interpreted in accordance with, the law of the District of Columbia applicable to contracts made, and to be performed wholly, in the District of Columbia. Any dispute, controversy or claim arising out of or related to this Agreement, or the interpretation, execution, application, breach, termination, or validity thereof, including any claim of inducement by fraud or otherwise, if it cannot be settled amicably by the Parties within thirty (30) calendar days of the notification of the dispute by one Party to the other Parties, will be submitted to the exclusive jurisdiction of the courts of the District of Columbia.

13.2. Compliance with Anticorruption Laws and International Economic Sanctions. CLASP and Client commit to respect and ensure that their personnel and subcontractors will comply with any applicable anticorruption laws and international economic sanctions, including

but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), and with any comparable anti-corruption laws in any jurisdiction where Contractor performs the Services.

13.3. General Compliance with Law. While providing the Services, Client and Contractor Personnel will comply with all other applicable laws, rules, and regulations.

13.4. Safeguarding Requirements. The Client acknowledges that, under this Master Service Agreement, the recipients of VeraSol certification services agree to maintain and abide by strong safeguarding principles including anti-human trafficking, child protection, sexual exploitation, and abuse. Client will ensure compliance with host country and local legislation or international standards, whichever gives greater protection, and with U.S. law where applicable. CLASP reserves the right to ask for the relevant policies and mechanisms to adhere to these.

13.5. Sustainability. CLASP (the “Provider”) desires to further its commitment to sustainability through encouraging Clients to adopt this business philosophy. Supporting high-performing and durable off-grid solar solutions is a first step towards expanding the access to modern energy services in a sustainable way. Increasing the supply of affordable high-quality off-grid solar solutions can help address issues of rising energy costs and reduce environmental footprints. However, when promoting access to off-grid solar products, environmental issues like material waste management should still be considered. Therefore, the Provider will support Clients with current and relevant information on sustainable practices, and Clients will proactively assess their operations to be sure that production, manufacturing, distribution, use, and end of life of off-grid solar products are conducted in a sustainable and responsible manner.

13.6. Independent Contractors. The parties are independent contractors, and no partnership, joint venture or employment relationship is intended by this Agreement. Neither party has the authority to enter into agreements or make any representations or warranties of any kind on behalf of the other party.

13.7. Modification of Agreement. This Agreement may not be modified or amended, or any of its provisions waived. If a modification is needed, it will only be binding if placed in writing and signed by each Party or an authorized representative of each Party.

13.8. Severability. If any provision of this Agreement or the application thereof to any person or entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by the law.

13.9. Force Majeure. Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided that such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and, provided further, that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing the delay. This provision shall not act to delay or defer the payment of any sums which may be due and owing.

13.10. Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

13.11. Survival. Articles 5, 6, 7, 8, 9, 10, 11, 12, and 13 shall survive any expiration or termination of this Agreement.

13.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

13.13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between them with respect to the subject matter hereof.

13.14 Client Representative. For the administration of this Agreement the Client shall designate a Representative as follows:

Client:

- **Name:**
- **E-mail:**
- **Address:**
- **Website:**

CLIENTS AGREE TO THE TERMS OF THIS MSA AND WARRANT THAT NO ALTERATIONS HAVE BEEN MADE TO ITS TEXT, UNLESS SET FORTH SEPARATELY IN AN ADDENDUM THAT HAS BEEN SIGNED BY BOTH PARTIES. CLIENTS REPRESENT AND WARRANT THAT THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS MSA ON BEHALF OF THE CLIENT'S NAME SPECIFIED BELOW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.

[CLASP]

By:

[CLIENT – COMPANY NAME]

By:

EXHIBIT A

Service Order

THE FEES AND EXPENSES LISTED BELOW ARE SUBJECT TO CHANGE. Please reference [VeraSol website](#) for accurate pricing information.



Date: **5 August 2024**

Service Order

This Service Order is being entered into between **Company Name** (or "Client") and CLASP ("Provider") and is pursuant and subject to the terms and conditions described in the previously signed Master Service Agreement by both parties.

The Client will also consult and adhere to all the applicable policies and procedures located at: <https://verasol.org/solutions/certification>

General Scope of Services

[Note to drafter: add the following if the request includes test plan] Please see details in the final test plan on the following page.

Note to drafter: (if there is no test plan) select from the options below to briefly indicate the name of products submitted for certification and what type of evaluation these products will receive.

[Warehouse inspection only]

6 samples of the **Product Name's** [documentation that needs inspection (user manual/ packaging/ component label, etc)] from a **stock of 75** will be required for the observations. These samples will be randomly selected by a party appointed by the VeraSol Team following the procedure laid out in the Product Sampling Policy. Optional but encouraged: Include a description of why the warehouse inspection is taking place, i.e. what Conditional Pass item was found during testing that was not corrected from a previous test) Use the fee for failure to correct a conditional pass and the invoicing fee. No sampling fee is needed.

[Spec Book /Sheet update only]

No testing required. The [Specification Book for the existing **Product Family Name**] OR [Standardized Specification Sheet for the **Product Name**] (currently listed as certified) will be modified to add **XXX details**.

[Cobranding]

[Company A] has developed the [Fully Tested Product Name(s)] (the "Tested Product(s)"), which went through testing according to the International Electrotechnical Commission (IEC) Technical Specification 62257-9-5, and received a detailed explanation of the test results with a VeraSol Cover Letter dated as of [cover letter date from last testing].

Whereas, [Company B] ("Co-branding") plans to distribute identical versions of the [Company A Product Name(s)] but under a different brand name as ("Co-branded Products").

With the signing of this service order, both clients have agreed that they have read and understand all policies in the Cobranding Policy (<https://verasol.org/publications/co-branding-policy>) and agree that the Co-Branded Products and the Tested Products shall be co-branded in connection with VeraSol.

[Cobranding only for cases where Company B is testing additional components to add to a family] Signing below indicates that we have read and understand all policies in the Cobranding Policy (<https://verasol.org/publications/co-branding-policy>). Additionally, signing below indicates the "Client" has reviewed and approves of the components that the "Co-branding" company is testing for use with the product. **Add a sentence describing what is being co-branded and what is being tested.**

Certification Service	Quantity	Unit Price	Subtotal Price	Description
Base fee for market entry testing ¹	0	\$900	\$0	
Base fee for renewal and retesting ¹	0	\$450	\$0	
Sampling (per event, could vary by location) ²	0	\$450	\$0	
Invoicing fee	0	\$50	\$0	
Additional fees³				
... per Pico product ⁴	0	\$1,010	\$0	
... per Solar Home System (SHS) kit ⁵	0	\$1,230	\$0	
... per unique additional component without a battery ⁶	0	\$150	\$0	
... per unique additional component with a battery ⁶	0	\$270	\$0	
... per new product family ⁷	0	\$1,125	\$0	
... per additional Wh/day calculations ⁸	0	\$115	\$0	
... per non-plug-and-play product ⁸	0	\$1,200	\$0	
Additional & Optional Services				
Revisions to Standardized Specification Sheet or Book ¹⁰	0	\$550	\$0	
Research Requests ¹¹	0	\$0	\$0	
Changes to approved orders ¹²	0	\$340	\$0	
Accelerated Verification Method (AVM) ¹³	0	\$0	\$0	
Initial Screening Method (ISM) Report Review and Evaluation ¹⁴	0	\$650	\$0	
Co-Branding (per co-branded product) ¹⁵	0	\$1,500	\$0	
Co-Branding (per family) ¹⁵	0	\$2,250	\$0	
Energy Service Recalculations or other calculations by VeraSol ¹⁷	0	\$565	\$0	
Penalties				
Failure to Correct a Conditional Pass ¹⁶	0	\$2,500	\$0	
TOTAL			\$0	

Important note: These pricing rates became effective 1 August 2024. Testing costs are separate, and must be paid directly to the testing lab that conducts the testing.

[Note to drafter: add relevant company name(s) each time you draft a service order. If is not a co-branding case, remove the name/signature/date placeholder for it]

VeraSol

Company Name ("Client 1")

Company Name ("Client 2")

Signature:

Signature:

Signature:

Date:

Date:

Date: