DEVICE SUBMISSION FORM, APPLICATION AND AGREEMENT

MANUFACTURER INFORMATION	
Business Name ("Applicant"): **ADDRESS:**	**Lead Business Contact Name:** **Email:** **Phone:** **Lead Technical Contact Name:** **Email:** **Phone:**

DEVICE CERTIFICATION *Answers must be "Yes" on #1 - #3 below before the lab can invite you to send devices for validation*

1.	Is the device SEP certified? Please attach a copy of the certificate and PICS document.	☐ Yes	☐ No
2.	Does the device have production certificates?	☐ Yes	☐ No
3.	Is the device FCC certified? *Please attach a copy of the certificate.*	☐ Yes	☐ No

SUBMISSION INFORMATION

4.	Has this device been previously submitted (on different hardware or firmware or configuration versions, for instance)? If so, to which testing body? What were the results? If it did not pass, please explain:	☐ Yes	☐ No

5.	Have you tested your device with an Itron meter?
	    a. If yes, at what type of event? (E.g. at another utility, an interoperability event, or with a development kit obtained from Itron)?
	 _____
	    b. What meter hardware, form factor, firmware version, and model did you test with your device?
	 _____
		☐ Yes	☐ No

6.	Have you tested your device with a SSN meter?
	    a. If yes, at what type of event? (E.g. at another utility, an interoperability event, or with a development kit obtained from SSN)?
	 _____
	    b. What meter hardware, form factor, firmware version, and model did you test with your device?
	 _____
		☐ Yes	☐ No

BUSINESS REQUIREMENTS *All answers must be provided or answered "Yes" before the testing body can invite you to send devices for validation. Optional information is noted where applicable.*		
7. Where are your devices commercially available to end use customer? Please list website(s) or retailer(s).	☐ Yes	☐ No
8. How are you providing customer support for your device? E.g. email/FAQs & troubleshooting online; phone support		
9. Are the device's specs and documentation included with the device? Please attach a copy of the documents	☐ Yes	☐ No
Please indicate which documents are included: - User Guide (required) - Installation Guide (required) - Device release notes (required) - Other _____	☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No ☐ No ☐ No ☐ No
10. Does the device identify the currently installed firmware and hardware and configuration versions, manufacturer, model name, serial number, MAC address, and Installation Code:	☐ Yes	☐ No
- Programmatically or on the device? - On the device packaging? *(optional)*	☐ Yes ☐ Yes	☐ No ☐ No
11. Optional Item: If validated and kept, can the utility display the device at HAN-related demonstrations?	☐ Yes	☐ No

DEVICE INFORMATION (For your convenience, you only need complete one form for each device model submitted, and not four for the four sample devices (or two sample devices, in the case of appliances). Note that the testing body will keep these devices for testing.	
Device Type, Model Name, and ZigBee Device ID:	Your Device Hardware/Firmware Versions (*Note that these must match the ZigBee Certification. If they don't, please contact certification@zigbee.org to obtain instructions on the recertification process. HW and FW submitted for validation testing must be those sold to customers*):
ZigBee Processor and Stack Version (e.g. EM357 using EmberZNetPro 4.6.4, or similar if Freescale, TI, Atmel, others)	
Microcontroller (MCU) and version (e.g. ARM Cortex-M3, TI MSP430, Freescale HSC08, etc.)	
Real Time Operating System (RTOS) and version (e.g. Linux, Windows CE, VxWorks, LynxOS, QNX, OSE, etc.), if applicable.	
Please provide any profile extensions included in your device's operation. *It is mandatory that devices that use clusters from profiles other than SEP must use SEP application-layer encryption unless otherwise specifically specified from not doing so in the SEP specification.*	

Information on the *samples of the same device* to be validated
(Vendor needs to submit 4 devices except for appliances, in which case 2 samples should be submitted)

Serial Number	MAC ID	Install Code
1)		
2)		
3)		
4)		

RELEASE AND LIMITATION OF LIABILITY

The "Applicant," whose signature is below, has received and read the Home Area Network Device Eligibility and Compatibility Validation Guide ("Guide"), incorporated herein by reference, and has submitted a device for testing and validation by the California electric investor-owned utilities' (CA IOUs1) testing bodies. Applicant must sign this Release and Limitation of Liability agreement ("Agreement") before the CA IOU testing bodies will begin testing or validation of the Applicant's device. This Agreement is a "standard form" document that cannot be modified without prior approval by the California Public Utilities Commission (CPUC).

Validation and Compatibility Not Guaranteed
Without limiting the generality of the contents of the Guide, Applicant acknowledges and agrees that the CA IOUs shall have no liability hereunder for non-compatibility of Applicant's devices with the CA IOUs' smart meters or other technology systems, for any reason whatsoever. CA IOUs may upgrade or modify their smart meter or other technology systems at any time and in any way, in their sole discretion, which may render Applicant's devices incompatible and/or inoperable with such systems. Applicant bears the risk of failing to disclose this contingency to purchasers and users of its devices. Such upgrades or modifications may require device changes by Applicant and retesting in order to be re-validated.

No Device Endorsement
The CPUC has ordered the CA IOUs to publish, for a limited time, a list of devices compatible with their meters. Applicant acknowledges that device validation does not constitute endorsement by the CA IOUs. Rather, device validation means only that the particular version of the device was determined to have been able to connect to the smart meter and provide real time energy information. Applicant may not use the logos of any of the CA IOUs in their marketing materials without advance written approval of the affected IOU.

Timing and Duration of Testing
The CPUC has authorized the CA IOUs to conduct compatibility testing on a first-come, first-served basis, and has recognized that the CA IOUs' role in testing is temporary and will cease either upon CA IOUs' exhaustion of testing-related funding, or upon adoption of a robust standards-based interoperability certification process by one or more independent third-party laboratories. Accordingly, Applicant has no reasonable expectation that its device will be tested within a particular time frame, or that the CA IOUs will have time and resources to devote to re-testing a device that has either failed earlier rounds of testing or that requires additional testing due to upgrades on the meter side or the device side.

Indemnification and Release of Liability
Applicant shall defend, indemnify and hold the CA IOUs, their current and future parent companies, subsidiaries, affiliates, and their respective directors, officers, managers, shareholders, employees, agents, and representatives (each a "CA IOU Indemnified Party," and, collectively, the "CA IOU Indemnified Parties") harmless for, from and against all damages, losses, liabilities, expenses and costs (including, without limitation, reasonable outside and allocated in-house attorneys' fees) arising out of or in connection with Applicant's (i) failure to comply with any applicable law, ordinance, rule, or regulation or strict liability imposed by any laws and regulations; or (ii) breach of any provision, warranty, or representation of this Agreement. Applicant shall defend, indemnify and hold the CA IOU Indemnified Parties harmless, from and against all damages, losses, liabilities, expenses and costs (including, without limitation, reasonable outside and allocated in-house attorneys' fees) arising out of or in connection with any act or omission by Applicant or its employees or authorized agents related to or in connection with this Agreement that results in (a) injury to or death of persons, including but not limited to customers, employees of Applicant, and members of the general public; or (b) damage or destruction to property; or (c) statements, advertisements, marketing material or representations pertaining to Applicant's devices.

Applicant shall indemnify, defend and hold all CA IOU Indemnified Parties harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation, reasonable outside and allocated in-house attorneys' fees of any kind whatsoever arising from or in connection with (a) actual or alleged infringement or misappropriation by Applicant of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right; and (b) Applicant's violation of any third party license to use intellectual property.

CA IOUs shall have no liability to Applicant hereunder for damages of any kind, whether consequential, indirect, direct or otherwise, including damages relating to the market success or failure of a device submitted pursuant to the Guide

---

1   The California IOUs are Southern California Edison Company, Pacific Gas and Electric Company and San Diego Gas & Electric Company.

Applicant represents and warrants that (a) the execution hereof and such submission has received all necessary legal and corporate or business entity authorizations and does not conflict with any legal or contractual requirements to which it is subject; (b) the individual signing below has authority to obligate it hereunder, that all information submitted by it is true and correct, and (c) all such contact information below shall be updated by it so as to remain true and correct at all times during which its devices remain validated.

This form contract may be modified, from time to time, by the California Public Utilities Commission in the exercise of its discretion.

Applicant: _____

Signed By: _____

Name and Title of Signatory _____

Date: _____