

1. SCHEDULE 1 – SERVICE DESCRIPTION

1.1. CONTRACT SERVICE PARAMETERS

Service parameters specific to this agreement are documented in Appendix A – DER Details and Pricing.xlsx, which forms part of this contract. These parameters include:

- Service Type (Secure, Dynamic, Restore).
- Zones.
- Maximum Capacity per zone.
- Availability and Utilisation Prices.
- Service Response Direction.
- Sites and DER/Aggregated DER details.
- Operational Contacts.

SAMPLE

1.2. GENERIC SERVICE PARAMETERS

Parameter	Description	Secure	Dynamic	Restore
Availability Agreement Period	The time period before a service is required in which the Company and Provider may agree the Provider's flexibility Availability Window and capacity.	1 month (5 days minimum)		Not applicable.
Availability Request Response Period	The time allowed for the Provider to respond to an Availability Request from the Company.	2 working days		Not applicable.
Utilisation Schedule Notification Period	The time period before a Flexibility Service is required by the Company, in which a DNO may issue a Utilisation Instruction to a Provider.	Utilisation schedule issued each Thursday for the following week.	At least 15 mins before start time.	1 min before start time.
Utilisation Instruction Acknowledgment Period	The time allowed for a Provider to acknowledge the Utilisation Instruction	1 working day (for week ahead scheduled utilisation)	Realtime	Realtime
API Start Instruction Lead Time	The time period before the event time at which the API generates a Start Instruction.	15 minutes	15 minutes	1 minute

1.3. AGREEMENT DATES AND RENEWAL

1.3.1. This Agreement shall commence on the Commencement Date and, subject to earlier termination, shall continue until the Expiry Date.

1.3.2. This Agreement shall terminate automatically on the Expiry Date without notice, unless extended.

1.3.3. The Company may give the Provider reasonable notice in writing prior to the Expiry Date that the Term is extended. Extensions of the Term shall be limited in number and duration as set out in 1.4.5.

1.3.4. Contract dates:

Parameter	Definition	Details
Commencement Date	Date this Agreement commences.	
Expiry Date	Date this Agreement expires.	
Permitted Contract Extension(s)	Number and duration of contract extensions, if applicable.	

1.4. SERVICE FAILURE

Means where, in respect of a Dispatch Group within a Zone, (a) the Provider has achieved less than 75% of the instructed utilisation in any billing month; or (b) the Provider has issued Unavailability Notices, or the Company deems services as unavailable, for 25% of Accepted Service Windows or Committed Capacity in a billing month.

1.5. SERVICE WINDOWS

Service Windows (Availability Windows) are agreed between the Company and Provider as set out in Schedule 4 - Communications

1.6. SERVICE REQUIREMENTS

1.	The Provider's DER(s) shall be connected and capable of exporting to or importing from the area of the Network asset(s) subject to the limitation (represented by the Zone). and able to adjust import/export as instructed by the Company in response to the network requirements;
2.	Exporting generators and storage assets, greater than 16amps per phase shall have a long-term parallel connection compliant with the requirements of EREC G59 or G99. Those less than 16amps per phase shall be compliant with the requirements of EREC G83 or G98.
3.	The DER shall be able to deliver on instruction a reduction or increase in import, or an increase or reduction in export, from or to the Network.
4.	The Committed Capacity is the amount of active power change the DER can deliver relative to a defined baseline level. It shall be from one or more facilities making up the DER, can be delivered reliably and in full, is fixed for the duration of the Availability Window, and must be within the conditions of each DERs Connection Agreement.
5.	Each DER shall have a single set of capability parameters, and shall have a single point of communication and control.

6.	<p>Each DER shall have minute by minute or 30 minute metering with sufficient accuracy to enable the Company to monitor the provision of Flexibility Services. The data shall be made available to the Company in near realtime via API, or at the end of every service month or upon request via spreadsheet. The metering point shall be at the boundary between the Site on which the DER is located and the Network, or on the terminals of the facility if approved by the Company. The Provider should be able to provide technical details of the meter and a single line diagram of the DER on request.</p> <p>Where the DER comprises numerous assets, a single source of metering data shall aggregate readings for the assets in the zone. The meter data aggregation may be at zone area or other area as agreed with the Provider.</p>
7.	<p>The DER can run for other purposes during the Availability Window, subject to it not increasing demand on the network beyond any pre-agreed baseline. It is the responsibility of the Provider to ensure that they can deliver the contracted Flexibility Services on instruction</p>
8.	<p>The Provider's system/process shall deliver the specified level of power for the duration stipulated (or until the energy delivery requirement has been met), in accordance with the Utilisation Instruction.</p>
9.	<p>In agreement with the Provider, the Company may perform pre-notified testing to ensure that the Provider can deliver the contracted service..</p>
10.	<p>The Provider's log files must be retained for a minimum period of 12 months.</p>
11.	<p>The Provider shall log and retain DER status and other data as required to demonstrate service delivery, including:</p> <p>Records of instructions received and other communications with SSEN.</p> <p>Performance reporting data as per spreadsheet templates or API requirements.</p>

1.7. PROVIDER ACKNOWLEDGEMENTS

1.7.1. The Provider hereby acknowledges that:

- (i) The provision of services pursuant to this Agreement and the participation in Flexibility Services programme is voluntary, except where the Provider has committed their availability to provide services, and;
- (ii) Contract Award does not guarantee that any Flexibility Services will be required by the Company or commit the Company to requiring any, or any particular level of, such Flexibility Services.
- (iii) In post-fault scenarios, Providers will be given access to export or import under conditions which would normally result in isolation from the network. This right is given for the duration of this Agreement, and removed upon termination of the Agreement

1.8. VARIATION TO WINDOWS

The Company will not vary an Accepted Service Window, but may in some circumstances request additional availability, within the timescales stated in the Generic Service Parameters.

2. SCHEDULE 2 - FLEXIBILITY SERVICE CHARGES

The following terms shall replace those contained in Clause 9 of the Contract.

2.1 INVOICING

- 2.1.1. The billing cycle is based on a calendar month and therefore the Company operates a total of 12 billing cycles each calendar year.
- 2.1.2. After each Event a Performance Report is created and made available to the Provider via the Portal which allows the Provider to review their performance. At the end of the month all event data is compiled and performance based pricing applied to calculate the payment due to the Provider for the month.
- 2.1.3. An interim statement will be produced automatically on the 1st day following the end of each month. Once the statement has been reviewed by the Provider, they shall confirm within fourteen (14) days if the calculations are disputed and provide full details of the same to the Company. If the Provider disputes any calculations, then the statement is placed on hold until such dispute has been resolved. The parties will endeavour to resolve any dispute before the cut off period as set out in fig 1. Following resolution or determination of any dispute, the earnings statement shall be updated accordingly.
- 2.1.4. If no query is raised on the earnings statement within the fourteen (14) day window the statement is assumed to be correct. On the 15th the Portal will automatically generate a final Statement which can be downloaded for financial records or invoice preparation as applicable.
- 2.1.5. If the Provider has agreed to Self-Billing, the statement will be used by the Company to generate a Self-Billing invoice.

[DELETE IF INVOICING]

In accordance with the self-billing arrangements that will be in force under this Agreement, the Provider;

- (i) Agrees that the Company will issue invoices on their behalf,
- (ii) Agrees that they will not issue VAT invoices to the Company,
- (iii) Agrees to notify the Company of any changes to their VAT status.

[DELETE IF SELF-BILLING]

The Provider will supply to the Company an invoice within forty (40) days of the end of the month to which such invoice refers.

The Provider agrees that each invoice issued or accepted by it will include details of, as regards the Flexibility Services to which the invoice relates:

- The 'Purchase Order' number as provided by the Company
- the date(s) and time(s) at which the Flexibility Services were provided;
- the relevant Availability Payment(s) due (if any); and
- the relevant Utilisation Payment(s) due (if any).

Invoices are submitted by the Provider to the Company through the Tradex electronic invoicing platform supported by Causeway Technologies Limited (<https://www.causeway.com/sse-tradex-registration>).

The Provider agrees that, should it opt for paid features in the Tradex electronic invoicing platform, those costs associated with its use are to be borne by it and not passed on to the Company in any way whatsoever.

If in the Company’s opinion the Tradex electronic invoicing platform has become an inadequate means for the Provider to submit its invoices, the Company may require the Provider to submit its invoices through a reasonable alternative means which the Company shall specify by providing notice in writing to the Provider.

- 2.1.6. Where either Party disputes any application for payment or invoice (or any part of any application for payment or invoice) then, upon receipt by the Provider of notification from the Company of any such disputed amounts, the provisions of Clause 21 (Dispute Resolution) shall apply in resolving the disputed amounts.
- 2.1.7. In the event that the Company disputes whether certain amounts contained in an invoice are properly due but does not dispute all sums contained in the invoice, the Company shall pay the sums not in dispute in accordance with the terms of this Agreement notwithstanding that the Company is disputing the other sums contained in the invoice.
- 2.1.8. Where either Party disputes any invoice (whether in whole or in part), interest under Clause **Error! Reference source not found.** is payable only after the dispute is resolved, and only on those sums found or agreed to be due following resolution of the dispute, from the due date until payment.
- 2.1.9. If the Provider fails to apply for payment for or fails to invoice the Company for payment of the Charges within six (6) months of the date of which the Flexibility Services were provided, then the Provider shall be deemed to have waived its right to payment.

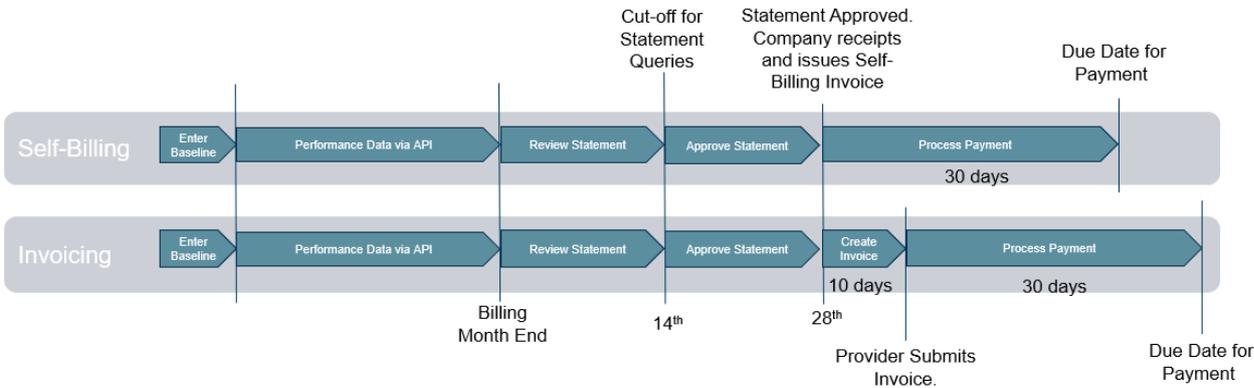


Fig 1: Invoicing and Payment Timeline for Self-Billing and Invoicing options.

2.2. PAYMENT

- 2.2.1. In consideration of the provision by the Provider of the Flexibility Services in accordance with the terms of this Agreement, the Company shall pay to the Provider the Charges.
- 2.2.2. The Company shall pay the Charges within thirty (30) days of receipt or issue of the relevant invoice (the "Due Date for Payment").
- 2.2.3. If the Company intends to pay less than the sum stated as due in the Invoice it shall, not later than five (5) Business Days before the Due Date for Payment, give the Provider notice of that intention by issuing a notice which shall specify both the sum that it considers to be due to the Provider at the date the notice is given, or the sum which it considers is due from the Provider to the Company, and the basis on which that sum is calculated.
- 2.2.4. Unless otherwise agreed in writing between the Company and the Provider, payment of invoices shall be made by the Company by BACS payment to a bank account nominated in writing by the Provider.
- 2.2.5. All payments and all other sums referred to in this Agreement are stated exclusive of VAT. Where applicable, VAT shall be payable by the payer to the payee only upon receipt of a valid VAT invoice.
- 2.2.6. If either Party fails to make any payment due to the other under this Agreement by the Due Date for Payment, then the Party failing to pay shall pay interest on the overdue amount at a rate of two per cent (2%) per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The relevant Party shall pay the interest together with the overdue amount. The Parties acknowledge that their liability under this Clause 9.7 is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 2.2.7. The payor may, without limiting any other rights or remedies it may have, withhold or set off any amounts owed to it by the payee against any amounts payable by the payor to the payee under this Agreement.
- 2.2.8. Except where raised in advance, the Company shall within ten (10) days of the final agreed statement generate and issue to the Provider a Purchase Order.
- 2.2.9. If, during the Term, the Provider wishes to change its bank details or address for payment, then the Provider must follow the provisions set out in Clause 20 (Notices)

2.3. PERFORMANCE AND PAYMENT CALCULATIONS

2.3.1. For Secure and Dynamic Services, the Company calculates Availability Payments and Utilisation Payments. For Restore Services, the Company calculates Utilisation Payments.

2.3.2. Availability Payments are made for every Accepted Availability Window in respect of a Dispatch Group, subject to a monthly performance reconciliation linked to delivery performance.

2.3.3. Utilisation Payments are made for each Event in respect of a Dispatch Group, subject to delivery performance.

2.3.4. Further details on how Availability Payments and Utilisation Payments are calculated can be found here; <https://www.ssen.co.uk/our-services/flexible-solutions/flexibility-services/flexibility-services-document-library/>

2.4. BASELINE FOR MEASURING DELIVERY

2.3.5. A baseline must be recorded in the Portal no later than the Wednesday preceding an Operational Week. The baseline is used by the Company to forecast absolute power values for the week ahead, and after each Event by the Portal billing system to calculate utilisation and performance.

2.3.6. The supported baseline methods are:

- (i) Nominated - this can be a fixed power value (kW), or a representative week time-series of average power (kW) values, at minute or half-hourly granularity.
- (ii) Historical - an averaged historical baseline value (kW) calculated month by month basis by taking power readings between 3pm and 8pm (Monday to Friday) over a period of the first three (3) weeks of the previous month.

2.3.7. The baselining method and any fixed values or profiles shall be agreed between the Company and the Provider post Contract Award and ahead of any service provision.

2.3.8. If requested, Providers must provide the methodology used for determining nominated Baseline values, and be able to demonstrate the method's accuracy by comparison with real data.

2.5. PAYMENT CALCULATION PARAMETER VALUES

2.5.1. Secure & Dynamic Services:

Attribute	Secure Service	Dynamic Service
Grace Factor (<i>GF</i>)	10%	10%
Penalisation Multiplier (<i>PM</i>)	2%	2%
Reconciliation Grace Factor (<i>RGF</i>)	5%	5%

2.5.2. Restore Services:

Attribute	Value
Delivery Target Threshold (<i>DTT</i>)	20%
Payable Over-delivery (<i>PO</i>)	10%
Penalisation Multiplier (<i>PM</i>)	2%

3. SCHEDULE 3 – SITES/DER

The Company will refer to the DER/Aggregated DER details in Appendix A – DER Details and Pricing.xlsx when requesting availability or instructing services pursuant to this Agreement.

3.1. If DER/Aggregated DER details change during the Term of the agreement, the Provider must update and submit the DER Details form to the Company with a minimum of thirty (30) days notice and if accepted by the Company the updated DER Details shall form part of the Contract from the date of that acceptance onwards.

3.2. The Maximum Capacity and pricing cannot be changed outside of a Tender process.

4. SCHEDULE 4 – COMMUNICATIONS

4.1. SENIOR REPRESENTATIVES

The Company: Gavin Stewart, Gavin.Stewart@sse.com

The Provider:

4.2. AVAILABILITY REQUESTS (SECURE SERVICES and DYNAMIC SERVICES)

4.2.1. Unless agreed otherwise, the Company shall contact the Provider via email and in accordance with the notice periods in Schedule 1.3 - Generic Service Parameters to request availability (an “Availability Request”) per Dispatch Group and to confirm related operating parameters:

- Zone Name,
- Provider Name,
- Dispatch Group,
- Requested Availability Windows, Power Requirements and Response Direction.
- Operating parameters (Minimum Utilisation Period, Maximum Utilisation Period, Weekly Limit, baseline method and values if applicable).

4.2.2. Where availability requirements are known for longer periods (e.g. for a month, season or year), the Company may request availability to cover the entire period.

4.2.3. Unless agreed otherwise, the Provider shall respond by email to the Availability Request within the timescales stated in Schedule 1.3 - Generic Service Parameters.

4.2.4. The Provider may decline an Availability Request, or propose reduced capacity/changes to operational parameters. If changes to the request are agreed, the Company will re-issue the Availability Request for formal acceptance.

4.2.5. By accepting an Availability Request, the Provider is committing to be ready to provide the Committed Capacity throughout the Availability Window, if instructed to do so by the Company.

4.2.6. If there is no reply to an Availability Request within the timescales in Schedule 1.3 – Generic Service Parameters, the Company shall deem the Provider to be Unavailable for the requested Availability Windows.

4.2.7. Unless agreed otherwise, the Company will enter Accepted Availability Windows and related parameters on the Portal.

4.3. UTILISATION INSTRUCTIONS (SECURE SERVICES, DYNAMIC SERVICES, RESTORE SERVICES)

4.3.1. The Company may, for a Accepted Availability Window or other period of time in respect of a Dispatch Group which has not been notified or otherwise deemed Unavailable, issue a notice (a "Utilisation Instruction"), which includes:

- Zone Name;
- Provider Name;
- Dispatch Group;
- Power Requirement and Response Direction;
- Start Time and/or Stop Time.

4.3.2. The Company may issue an individual Utilisation Instruction or a set of instructions known as a Utilisation Schedule to the Provider.

4.3.3. The Provider shall not deliver the instructed power change unless they have received an Utilisation Instruction or Utilisation Schedule from the Company and the associated Start Instruction via API.

- For scheduled Secure Services: Each Thursday afternoon, the Company shall issue a Utilisation Schedule for the Operational Week ahead.
- For Dynamic & Restore services, and Secure services to support planned works, utilisation may instructed in near realtime via phone call from the Control Room.

4.3.4. Typical timing of Availability Requests and Utilisation Instructions for different services is illustrated below.

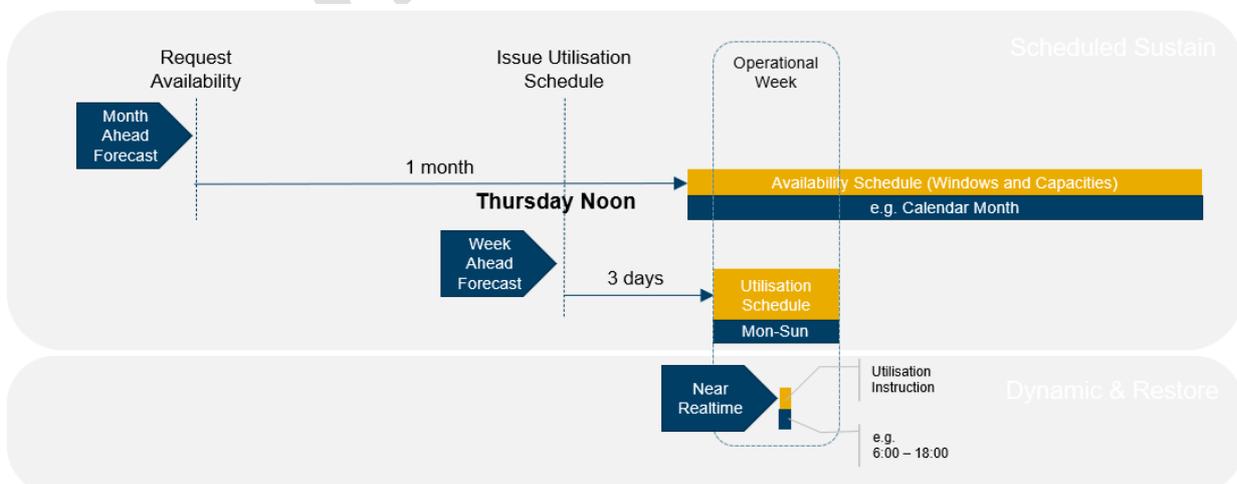


Fig 2: Availability Request and Utilisation Instruction timeline.

4.4. API INSTRUCTIONS

- 4.4.1. For all service types the Portal will issue a Start Instruction via API before the Event start time in accordance with the notice periods in Schedule 1.3 - Generic Service Parameters.
- 4.4.2. For all service types, the Portal will issue a Stop Instruction via API at the Event end time.
- 4.4.3. If during a Event a change to the Stop Time is required, the Company may (subject to operational parameters) issue an updated Stop Instruction via API, accompanied (optionally) by phone call.
- 4.4.4. If the service does not end at the Stop Time, the DER may be tripped if the Company determines there is a risk to the network.

4.5. UNAVAILABILITY

- 4.5.1. If, at any time, the Provider becomes aware that a Dispatch Group will be Unavailable or capacity reduced during a Accepted Availability Window and/or any other period of time, then it shall as soon as reasonably practicable, contact the Company's Flexibility Dispatch Desk to notify;
 - Provider Name,
 - Portal ID of unavailable Meterable Unit or Dispatch Group,
 - Datetime Unavailable from,
 - Datetime Unavailable to.
 - Remaining capacity during these times (if applicable).
- 4.5.2. Upon receipt of an Unavailability notification, the Company may at its discretion:
 - (i) Elect to continue with affected service(s) at reduced capacity.
 - (ii) Elect to cancel service(s).
- 4.5.3. The Company's decision will be communicated to the Provider as soon as reasonably practicable, however should that not be before an a Accepted Availability Window or Start Instruction, the Provider shall be ready to deliver (or shall continue to deliver) the service at the remaining capacity where applicable.

4.6. API DEVELOPMENT

- 4.6.1. An API is a software intermediary that allows two applications to talk to each other. In the context of the Company's Flexibility Services, the API replaces the requirement for dedicated hardware to be provided to connect to a Provider's sites in order to collect metering data and send control messages.
- 4.6.2. Providers are expected to develop their own internet facing API endpoint and software adapter into the systems that they use in providing Flexibility Services to the Company. This is due to the variety of potential scenarios that can occur, ranging from a single asset such as a standalone generator through to a complex estate with

multiple assets or even part of a portfolio under management by a commercial aggregator.

4.6.3. The Company does not provide technical integration services but may offer, at its discretion, a one-off “Integration Contribution” payment to the Provider of up to £5000.00 towards any integration costs incurred.

4.6.4. The Company can suggest 3rd Parties to provide integration services if requested by the Provider. The Provider is not obliged to use the suggested 3rd Party, and the Company accept no liability for the 3rd Party.

4.6.5. The Company will pay the Integration Contribution upon a successful integration test, and presentation of evidence for costs incurred (e.g. timesheets or copy of purchase order for systems integration work).

4.6.6. The Participant API specifications are published at:
<https://flexiblepowerportal.co.uk/docs/public/index.html>.

4.7. SIGNAL AND CONTROL REQUIREMENTS

4.7.1. Unless agreed otherwise, metering data should be provided via the API continuously and close to real time at minute (power) or half-hourly (energy) granularity.

4.7.2. The Provider shall send the following data to the Company via the API:

- Power (minute) or Energy (half hour) metering, per Meterable Unit.
- Emergency stop signal, per Meterable Unit.

4.7.3. The Company shall send the following control signals to the Provider via the API.

- Start Instruction, per Meterable Unit.
- Stop Instruction, per Meterable Unit.

4.8. API TESTING

4.8.1. Set up and testing of the API requires access to the Portal User Acceptance Testing (UAT) environment (see Schedule 6) which offers new Providers a safe environment to set up and test the API.

4.8.2. Once a Provider has completed API set up and testing within the UAT environment they will be provided with an account on the Portal production environment in which to configure the production API.

4.9. PORTAL CONFIGURATION

4.9.1. Post Contract Award and unless agreed otherwise the Company will:

- Configure services, pricing, dispatch groups and meterable units in the Portal for the Provider, and;
- Create user accounts that will give the Provider access to the Portal.

4.9.2. API set-up & testing and Portal configuration must be completed before any services are instructed.

5. SCHEDULE 5 – PERFORMANCE MONITORING

5.1. PERFORMANCE REPORTING

Performance against instructions given is determined automatically by the Portal using pre-determined baseline data and actual metering data. Performance reports for each Event can be viewed by the Company and the Provider.

5.2. TESTING AND MONITORING

5.2.1. Testing may be undertaken to confirm the Provider's ability to deliver the Flexibility Services. The Company shall be entitled to verify Provider data against other monitoring & reporting data and may request other data or supporting information if necessary, which will shall not be unreasonably withheld .

5.2.2. Testing will be organised no more than once a year for a time and duration acceptable for both the Company and Provider to be agreed in advance. Testing will be planned to minimise impact to the Provider's normal operations.

5.2.3. The Company may refrain from using the Provider until testing has been concluded satisfactorily.

5.2.4. The Company shall be entitled to request specific technical or operational information during the course of the contract in order to understand the effect of services provided on the distribution network, and the Provider shall not unreasonably withhold such information.

5.2.5. The Company may repeat testing for the following reasons;

- Where test results are unsatisfactory or inconclusive;
- following a service or communications failure, or;
- on an annual basis.

5.2.6. Should the Company identify a failure affecting the API communications the Company shall notify the Providers nominated person as detailed in Appendix A – DER Details and Pricing.xlsx as soon as practical in order to resolve the failure and if necessary retrieve any missing data.

5.2.7. Should the Provider identify a failure affecting the API communications the Provider shall notify the Company Flexibility Dispatch Desk as soon as practical in order to resolve the failure and if necessary provide any missing data.

6. SCHEDULE 6 – SYSTEM/TECHNICAL REQUIREMENTS

6.1. Flexible Power (The Portal & API) is a multi- DNO platform designed to standardise and automate some day to day operational processes including:

- Asset management.
- Baselineing.
- Availability management.
- Dispatch/Utilisation Instruction
- Performance reporting.

- Statement/Invoice generation.
- 6.2. Portal features, permissions, and operational processes may vary between DNOs and Providers, depending on the specifics of contracts.
- 6.3. Use of Flexible Power is not mandatory. If the Company and Provider agree not to use Flexible Power, an amendment will be made to this contract covering the changes required for manual operation, which include:
- Schedule 2 – Flexibility Service Charges
 - Schedule 4 – Communications
 - Schedule 5 – Performance Monitoring
 - Schedule 6 – System/Technical Requirements

7. SCHEDULE 7 – SPECIAL REQUIREMENTS

- 7.1. Where there is a choice of Providers in a zone, the principles followed to determine how much capacity to request from each provider is known as the dispatch framework:
- (i) Each Zone-Provider-Service is scored on the following criteria:
- Price compared to other services
 - Co2 emissions
 - Prior performance (on first use this is set to 100%)
- (ii) A starting assumption of available capacity is made based on the Maximum Capacity. If a Provider's Maximum Capacity exceeds the requirement, the starting assumption value is set to the required capacity.
- Each Provider's assumed capacity is adjusted based on their relative scores in the zone.
 - The required capacity is divided pro-rata, based on the adjusted capacities.
 - If the adjustment of capacity results in a lower total capacity than the requirement, the adjustment is ignored and the requirement is pro-rated based on the starting assumption capacity.
 - If the starting assumption total capacity is lower than the requirement, the Maximum Capacity will be requested.
 - The minimum capacity that will be requested per Provider is 10kW.
- (iii) For Utilisation Instructions, if the required capacity less than the capacity available, it is divided pro-rata based on Committed Capacities, subject to the same minimum instruction of 10kW.
- 7.2. For Restore services where there is no availability request or Committed Capacity, dispatch decisions are made in real time based on criteria that apply to the particular operational situation.

7.3. DEFINITIONS AND INTERPRETATION

These additional terms are applicable to the Schedules, and where terms are duplicated here, these shall supersede those within the General Terms and Conditions Glossary and shall have the meaning set out below:

“Accepted Availability Window” means a time window in relation to a Dispatch Group and related parameters, for which the Company agrees to pay for availability (subject to performance criteria) and the Provider has committed to be available;

"Availability Payment" means any payment calculated in accordance with Schedule 2;

"Availability Settlement Period" means each full thirty (30) minute period within a Accepted Availability Window;

"Utilisation Payment" means any payment for Utilisation in respect of the Company's Secure Services and/or the Company's Dynamic Services calculated in accordance with, and/or any payment in respect of the Company's Restore Services calculated in accordance with Schedule 2;

"Utilisation Settlement Period" means each full one (1) minute period during an Event, as described in Schedule 2, with the first Utilisation Settlement Period for the Company's Dynamic Services and/or the Company's Secure Services being the minute in which the Ramp Up Time ends, and the first Utilisation Settlement Period for the Company's Restore Services being the first full minute after despatch of Service Response, or the issue of a Utilisation Instruction, by the Company;

"API" means application programme interface;

"Availability Window" means a window of time in relation to a Dispatch Group for which the Company requires the Provider to be ready and able to provide the Service Response, if instructed.

"Control Room" means the Company control facility from where the distribution network is monitored and managed;

"Contract Award" means a notification of contract award by the Company to the Provider in respect of an invitation to tender issued by the Company and "Awarded a Contract" shall be construed accordingly;

"Committed Capacity" means the target net MW of Service Response for a Dispatch Group as set out in the Provider's declarations or deemed declarations made pursuant to Schedule 2 up to the Maximum Capacity;

“Dynamic Services” means the Company's 'dynamic' constraint management zone services required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Appendix A – DER Details and Pricing.xlsx;

"Dispatch Group" means one or more Meterable Units that are regarded as a single entity for the purpose of dispatch and reporting;

“Service Response Direction” means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network (also known as “GTU/DTD”), or a decrease of net export of active power to or increase of net import of active power from the Company's Network (Also known as “GTD/DTU”), as stated in Appendix A – DER Details and Pricing.xlsx;

“Event” means an instance when Utilisation was instructed and the Service Response is measured accordingly;

“Flexibility Dispatch Desk” means the Company control facility from where Flexibility Services are managed;

"Restore Services" means the Company's 'restore' constraint management zone services (as further explained on the Portal) required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Appendix A – DER Details and Pricing.xlsx;

“Secure Services” means the Company's 'secure' constraint management zone services (as further explained on the Portal) required in a Zone identified by the Company and which the Provider is contracted to provide if so stated in Appendix A – DER Details and Pricing.xlsx;

"Service Response" means either; an increase of net export of active power to or reduction of net import of active power from the Company's Network, or; a decrease of net export of active power to or increase of net import of active power from the Company's Network;

"Maximum Capacity" means the maximum MW of Service Response contracted by the Provider per Zone, DER/Aggregated DER and year as set out in Appendix A – DER Details and Pricing.xlsx;

"Maximum Utilisation Period" means the longest period of time that a Service Response can be maintained, in respect of a single Event for a Dispatch Group;

"Minimum Utilisation Period" means the shortest period of time that a Service Response will be provided in respect of a single Event for a Dispatch Group;

"Operational Day" means the period from 0500 hours on one day to 0500 hours on the following day;

"Portal" means the Flexible Power portal accessible at <https://www.flexiblepowerportal.co.uk/>;

"Ramp Up Time" means the period of time (in minutes) between the issue of the API Start Instruction and the Event start time, during which the Provider should reach the instructed level of Service Response;

"Recovery Period" means the period which commences upon the earlier of the Stop Time, the Maximum Utilisation Period or relevant Availability Window (as relevant), for which the Dispatch Group is considered to be unavailable;

“Start Instruction” means an instruction from the Company to the Provider to start the Service Response;

"Utilisation" means in respect of a Dispatch Group, the Service Response following a Utilisation Instruction from the Company in accordance with this Agreement which is provided continuously until the Event end time and "Utilised" shall be construed accordingly;

"Operational Week" means a period of seven Operational Days commencing at 05.00 hours on a Monday and terminating at 05.00 hours on the next following Monday;

"Weekly Limit" means the maximum time that Service Response can be maintained, in respect of all Events for a Dispatch Group in an Operational Week.