

## ADVISORY SERVICES -- MEDICAL SERVICE TERMS

These Service Terms will govern Advisory Services (“Services”) performed by the UL MD Registration Support Ltd. (“UL Contracting Party”, “we”, “our”, or “us” as the context requires) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

- 1. Advisory Services.** The UL Contracting Party will perform advisory, consulting, regulatory research, training, protocol development, and/or other professional advisory services (“Services”) in accordance with your instructions as described in this order, scope of work, project proposal, quotation, or order acknowledgment (“Quotation”).
- 2. Your Responsibilities.** As a prerequisite to UL Contracting Party’s delivery of Services or any portion thereof, you will: (a) fulfill your responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide us with reliable, accurate and complete information, as required; and (d) make timely decisions and obtain required management approvals (“Your Responsibilities”). We will be entitled to rely on all your decisions and approvals made before and during the provision of Services. Nothing in these Terms and Conditions will require us to evaluate, advise on, modify, confirm, or reject such decisions or approvals.
- 3. Deliverables.** Upon full performance by you of Your Responsibilities and payment of fees due, you will have a perpetual, irrevocable, non-exclusive, right and authorization to use, reproduce, display, distribute, modify and make derivative works of the deliverable items specifically described in the Quotation (the “Deliverables”). Unless separately agreed to in writing to the contrary, UL will retain all right, title and interest in and to: (a) the Deliverables including, without limitation, all patent, copyright, trademark, and other intellectual property rights in the Deliverables; and (b) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that UL may develop or supply in connection with these Terms and Conditions (“UL’s Knowledge”).
- 4. Acceptance.** You will accept Deliverables that conform to the requirements of the Quotation and notify us of any non-conformance of the Deliverables with such requirements (the “Non-conformance”) within ten (10) business days of receipt. We will have a reasonable period of time, based upon the severity and complexity of the Non-conformance, to correct the Non-conformance. If you use the Deliverables before acceptance or fail to promptly notify us of any Non-conformance, then the Deliverables will be considered accepted by you.
- 5. Disclaimer.** The Services are provided independently of UL’s conformity assessment services such as preliminary product investigations, product certification, or field evaluation services. We do not guarantee, warranty or provide an assurance (express or implied) to any party that a positive test result, compliance report, or issuance of a UL certification mark will result from our delivery of Services hereunder. We do not guarantee that our opinions or findings will be recognized or accepted by third parties. The Services are provided for general information purposes only and are not intended to convey legal or other professional advice.

- 6. Warranty.** We warrant that the Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within thirty (30) business days after the Services are accepted in accordance with these Terms and Conditions. THE WARRANTY SET FORTH ABOVE IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.
- 7. Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the “Web Services”). The Web Services are provided to you as a convenience and are provided on an “as is, as available” basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
- 8. Subcontracting and Personnel.** We will be responsible for assigning and re-assigning our personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, you will not actively solicit the employment of our personnel involved directly with providing the Services to you. You agree that we may subcontract the Services to third parties. You authorize us to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. We will provide as a term of any such subcontract that the subcontractor shall meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.