ELECTRONIC PRESCRIPTIONS FOR CONTROLLED SUBSTANCES ("EPCS") TESTING AND CERTIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the Electronic Prescriptions for Controlled Substances ("EPCS") Testing and Certification Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) ("UL Contracting Party", "we", or "us") and set out the responsibilities and obligations of the UL Contracting Party and the Client ("Client" or "you"). These Service Terms and the terms of the Global Service Agreement ("GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for EPCS testing and certification Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. Scope of Services.

- 1.1 <u>Testing</u>. UL Contracting party will perform necessary EPCS certification testing and/or assessment of the Client's products/application ("Product") to determine compliance with the UL Contracting Party's Drug Enforcement Administration ("DEA") approved EPCS Certification Test Requirements ("Requirements") The EPCS certification testing Services to be provided by UL Contracting Party shall be set out in individual Quotations.
- 1.1 Certification. Provided the EPCS certification testing demonstrates that the Product is compliant with the Requirements at the time it is assessed, an EPCS Certification report will be submitted to the UL Contracting Party's Certification Body for verification and certification issuance. A Certificate of Compliance ("Certificate") will be issued to the Client which documents that the Product meets the Requirements at the time it was assessed. Details of the certification will be set out in individual Quotations. Upon receipt of Certificate, the Product will be added to UL's certification listing website for public reference.
- 2. **Price**. The Quotation will establish the price for UL Contracting Party's Services. Pricing will depend upon the type of product and the test requirements.
- 3. Access to Client's Site. Client shall provide representatives of UL Contracting Party, free, safe, and secure access to the site to conduct testing and/or assessment. Client shall ensure that Client and any third party will not attempt to condition the right of UL Contracting Party's representatives to obtain free access to any site upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect.
- 4. Certificates. Certificates remain active until the expiration date as indicated on the Certificate. Products may be recertified at any time by confirming conformity with the Requirements by an additional EPCS certification testing/assessment. If Client provides copies of the Certificate to others, the Certificate shall be reproduced only in its original entirety.
- 5. **Use of Names and Marks.** The EPCS testing and certification Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.