

eHEALTH CLAIM VALIDATION SERVICES SERVICE TERMS

These Service Terms will govern eHealth Claim Validation Services (“eHCV Services”) performed by UL Contracting Party (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) 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 eHCV Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

1. **Scope of Service.** eHCV Services are intended to verify Client’s marketing claims regarding its products’ performance. eHCV Services shall not result in UL Contracting Party issuing product safety certification of any product or registration of any management system. The eHCV Services requested by Client and to be provided by UL Contracting Party (or its affiliates) for specific projects shall be set out in individual Quotations or Project Confirmations.
2. **Client.** Client includes the manufacturer or the manufacturer’s marketer or agent, as authorized by the manufacturer.
3. **Price and Schedule.** Our Quotation or Project Confirmation will establish the price and estimated schedule for UL’s Services. The price will depend upon the test and/or verification requirements. Our Quotations and Project Confirmations are subject to change at our discretion, upon reasonable notice to you, depending upon the requirements of the specific project.
4. **Requirements, Specifications, and Protocols.** The Services will be performed in accordance with the requirements, specifications, and protocols established by Client and UL Contracting Party, with the sole purpose of validating performance claims related to specific products produced by the Client. Selecting the test methods is the joint responsibility of the Client and UL Contracting Party. In all cases, however, Client must review and approve the final requirements, specifications, and protocols to be used by UL Contracting Party in performing the Services.
5. **Samples.** Client shall provide samples of its product(s) and data associated with such product(s) regarding any performance marketing claims to be validated and ship representative product samples and corresponding manufacturing data to UL Contracting Party according to UL Contracting Party requirements and the shipping instructions provided to Client. The number of samples required will depend upon the product, the number and type of tests required, and other factors. Once UL Contracting Party has determined the investigation program for the product, UL Contracting Party will inform Client of the number of samples needed.
 - **Shipping Samples.** UL Contracting Party will provide Client with information on where to ship the product samples. Usually, UL Contracting Party will ask Client to ship product samples to a nearby UL Contracting Party facility. Client shall pay all sample shipping expenses. To avoid unnecessary shipping expenses, Clients should not send samples to UL Contracting Party until UL Contracting Party requests them.

- **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Contracting Party for testing. If a product cannot be shipped to UL Contracting Party, UL Contracting Party and Client will mutually agree upon other ways to investigate Client's product at Client's facility or other locations
6. **On-Site Investigations.** If mutually agreeable, , we may perform eHCV Services on site at your facilities, or at facilities of other parties provided calibrated test equipment is available to perform the requirements, specifications or protocols agreed upon. You agree that our representatives will have safe, secure, and free access to the facilities where the requested services will be performed. We will direct our representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by our representatives will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, we will not be responsible for the non-performance, and you may be charged for any actual expenses we incur including fees for services performed.
 7. **Data.** UL Contracting Party will test the product sample and/or audit the manufacturing data to determine compliance with the performance claim(s) made by the manufacturer. That testing will be performed in accordance with generally accepted professional standards. If the analytical data in the test report is proven in a court to be inaccurate, UL Contracting Party's liability is limited, at UL Contracting Party's option, to either retest the sample and/or re-audit the manufacturing data, or refunding the fees for Services rendered, provided Client notifies UL Contracting Party in writing within six (6) months of completion of the Services. NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED IS INCLUDING OR INTENDED IN THE SERVICE AGREEMENT, OR IN ANY REPORT, OPINION, OR DOCUMENT PROVIDED UNDER THE SERVICE AGREEMENT.
 8. **Appropriate Test Methods.** The intention of UL Contracting Party's eHCV Services is to validate the performance claim made by client related to specific products of Client and samples submitted by Client to UL Contracting Party for testing. UL Contracting Party will use commercially accepted methods and processes to validate such claims; methods and processes may change from time to time.
 9. **Sample and Data Integrity.** UL Contracting Party's Services, test results and report apply only to the samples and data actually received and tested by UL Contracting Party. UL Contracting Party will not be responsible for any inaccurate test results or issues relating to sample integrity arising from the Client's collection of and providing of data and shipment of test samples.
 10. **Validity of Test Results.** The results outlined in the Test Report represent a "snapshot" of compliance to the performance claims made by the manufacturer. UL Contracting Party makes no representation that the reported test results are representative of the entire population of product at the time the samples were taken or manufacturing data was provided.
 11. **Deliverables.** When we complete the eHVS investigation, we will provide you with a report outlining the specific performance claim Client is authorized to use ("Claim"), method and results of the eHCV Services. If requested, we can provide customized report formats and/or testing and inspection findings in certificate format.

- 12. Cancellation Fees for Testing.** If you cancel or change a testing order after we receive the sample(s) at the testing facility, we will charge you cancellation fees according to the amount of actual work performed. The minimum cancellation fee is the lesser of \$100USD or the total amount of the Quotation. The maximum cancellation fee is the full amount of the Quotation.
- 13. Use of UL's Names and Marks.** eHCV Services will not result in our issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by us, Client will not use the UL Marks or any other UL Company's name, abbreviation, symbols, Marks or any other form of reference which may be interpreted to refer to a 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.
- 14. Use of the Claim.** Client can only use the Claim as specified by UL Contracting Party in its entirety within its marketing materials but not on the product itself or product packaging. Client agrees to comply with all UL Contracting Party guidelines and directives for use of the Claim. Client's use of the Claim shall not: (a) be inconsistent or misleading with respect to UL's findings for the product covered by the test report; or (b) in any manner state or imply that UL is in any way (i) "endorsing" or "certifying" the product or (ii) "warranting" or "guaranteeing" any aspect of the product, its performance, or its safety.
- 15. Disclaimer; Compliance with Laws and Regulations; and Indemnity.** THE UL COMPANIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY CLAIMS OR TRADEMARKS, SERVICEMARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH FTC REGULATIONS, 15 USC SEC 45, OR OTHER APPLICABLE LAWS OR REGULATIONS, AND IN NO EVENT SHALL THE UL COMPANIES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL CONTRACTING PARTY DOES NOT PROVIDE LEGAL ADVICE, AND NO UL CONTRACTING PARTY SERVICE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING MARKETING CLAIMS AND PRACTICES AND CLIENT SHOULD CONSULT LEGAL COUNSEL ON THIS TOPIC. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS, INCLUDING IN VIOLATION OF 15 USC SEC 45 OR OTHER APPLICABLE LAWS OR REGULATIONS.
- 16. Expiration.** The authorization to use the Claim is valid for a period of one (1) year from the date of the test report, and Client must immediately cease all use of the Claim upon expiration unless a surveillance program has been established for continued use of the Claim.
- 17. Program Changes.** Client acknowledges and agrees that during the term of the Service Agreement, UL Contracting Party may, at its sole discretion, change the Service Terms or terminate the program. If such change is made UL Contracting Party will determine the date by which Client must cease using the Claim in its marketing materials (the "Termination Date") and shall notify Client, in writing and as soon as is practicable, of such date (the "Termination Notice"). Client unconditionally agrees to comply with the terms of any such Termination Notice. UL Contracting Party may, in its sole discretion, permit Client to continue to use the Claim or other language to be determined by

UL Contracting Party beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: Client submits their product to the appropriate UL Contracting Party program for testing and examination and is found to comply with the appropriate UL Contracting Party requirements. In such event, Client must pay any applicable testing and examination fees as though it were submitting its product to UL Contracting Party for the first time. If, on the other hand, Client's product does not conform to any new or revised requirements from UL Contracting Party, or if the eHealth Claim Validation Program is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its product, and must cease using the Claim on its marketing materials and/or packaging on the termination date.