

ELECTRONIC IDENTIFICATION CERTIFICATION SERVICE TERMS

These Electronic Identification Certification Service Terms (“Service Terms”) shall govern the provision of electronic identification certification services by the UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms, the Global Services Agreement (“GSA”) between the Parties, and each Quotation or Project Confirmation form the Service Agreement for certification services. The capitalized terms in these Service Terms, which are not defined herein, shall have the same meaning as in the GSA. In case of any conflict, the terms of the GSA shall prevail.

- 1) Scope.** The Services (as defined in Section 5) address testing and certification services designed to test the interoperability of electronic identification software applications (“Services”), such as mobile drivers licenses. The Services are not intended to identify any vulnerabilities or weaknesses that may arise from the incorrect or inadequate configuration, manufacture, installation, integration, maintenance, or removal of an electronic identification software application(s) (“Product”), whether standalone or in combination with any other product or service. The Services do not cover evaluation or investigation of a Product’s cybersecurity posture. The Services do not cover evaluation or investigation of functional testing of a Product and do not address whether the Product functions as designed, unless specifically stated in the Quotation.

- 2) Obligations of the Client.**
 - a) The Client shall provide the UL Contracting Party with an attestation of intended use and all documented configurations, specifications, processes, procedures, or other information related to the Product for certification prior to scheduled certification under any Quotation or Project Confirmation.
 - b) The Client shall provide the UL Contracting Party with the version of the Product that is ready for distribution in the market and all applicable supporting documentation and records for certification prior to scheduled testing under any Quotation or Project Confirmation.
 - c) If a Product earns certification, for the period of the valid certification:
 - i) The Client shall provide the UL Contracting Party with notice of any hardware/software changes to the Product or operating system, development environment, or similar that could affect the certification. Such notice shall include a technical description of the Product change, modification or deletion. The Client agrees that the UL Contracting Party, in its sole discretion, reserves the right to not extend the original Product certification to any future Product change, modification or deletion. The Client may seek certification for modified Products.
 - ii) The Client agrees to keep a record of all complaints made known to the Client regarding the Product’s compliance with the certification requirements, take appropriate action to investigate and respond to such complaints and any non-compliance with the certification requirements, and provide a record of such actions upon the UL Contracting Party’s request.
 - iii) The Client agrees that certification of the Product shall be applicable solely for the period stated on the certificate, typically, 12 months from date of issuance. Certification may be withdrawn or cancelled earlier:
 - (A) if the Service Agreement is terminated for any reason;
 - (B) if the certificate, Mark, or promotional Badge is used contrary to the Service Agreement;
 - (C) if references to UL and to UL’s certification are contrary to the Service Agreement;
 - (D) if all fees and expenses are not paid when due;
 - (E) if the Client otherwise breaches the Service Agreement;
 - (F) based on a request from the Client; or

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(G) if permission to use the certificate, Mark, or promotional Badge or otherwise advertise the Product's certification is withdrawn for any other reason, including without limitation subsequent changes in the actual relevant regulations and testing requirements.

- iv) The Client acknowledges and agrees that if a revision to an applicable requirement is adopted, or if an applicable requirement is withdrawn, the UL Contracting Party shall determine the date by which the certification related to the certified Product(s) ceases to be valid and shall notify the Client in writing, and as soon as is practicable, of such date. The Client agrees unconditionally to comply with any such cancellation notice. Products that are subject to cancellation due to changes in requirements are eligible for resubmission, upon request by the Client, under the revised requirements.

3) Obligations of the UL Contracting Party.

- a) The UL Contracting Party shall provide the Client with the Services as elected by the Client in the Quotation or Project Confirmation. UL Contracting Party will investigate the Product based on the Client's attestation of intended use and configuration of the Product and/or in accordance with the Client's instructions as described in a Quotation or Project Confirmation. Testing reports shall be provided to the Client within thirty (30) days of the completion of testing. Certification determinations shall be provided to the Client within ninety (90) days of the completion of testing or evaluation.
- b) The UL Contracting Party shall provide the Client with confirmation of receipt of any advance notice of any Product change, modification or deletion related to a certified Product and provide a reasonable basis for why the Product change, modification or deletion will or will not be considered to be covered by the original certification. If advance notice is not given by the Client, but a Product change, modification or deletion occurs, the Product with the change, modification or deletion shall not be certified.

4) Third Party Tools and Documentation. The Client agrees that the UL Contracting Party, in performance of these Services, may use reasonably available tools provided by third-party vendors and those tools may produce reports, data or other materials. The Client is prohibited from distributing such reports or other materials to third parties without the UL Contracting Party's prior written consent.

5) Services. For the purpose of these Service Terms, "Service(s)" means the services that are identified in a Quotation or Project Confirmation, and may include the following:

- a) **Testing** – Testing services consist of performance of tests to determine whether a representative product sample conforms to the applicable requirements. The UL Contracting Party will deliver test report(s) with findings to the Client and will include the following:
 - i) Assessment of the Product against ISO/IEC 18013-5:2021 by means of automated execution of all test cases.
- b) **Certification** – The UL Contracting Party may provide a certification of the Product if the following is met:
 - i) Testing in 5.a is completed and passed;
 - ii) The Product meets the requirements of the technical standard ISO/IEC 18013-5:2021;
 - iii) Product sample and documentation has been provided in accordance with 2.a and 2.b and assessed to be adequate by the UL Contracting Party;
 - iv) The parties are in compliance with sections 2 and 3; and
 - v) For any Product for which the UL Contracting Party has provided certification services to the Client, the certificate will state the intended use of the Product that the Client identified and the UL Contracting Party tested.

6) Certificates, Marks, and Brands

- a) **UL Contracting Party's Ownership.** Client acknowledges and agrees that UL Contracting Party or another UL Company owns or has rights to several Marks, including, without limitation, "UL" and "Underwriters Laboratories". Client expressly agrees not to use UL Contracting Party's or any other UL Company's name, or any abbreviation, symbol, or Mark thereof, on, or in conjunction with Client's product, containers, marketing materials or packaging, unless and until expressly authorized by UL Contracting Company, and then only in the form or manner specified by UL Contracting Party in writing. Client further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks or reference to UL Contracting Party or any other UL Company, by Client.
 - b) **Certificate.** Certification under the Services will result in the issuance of a certificate that authorizes the use of a Mark and promotional Badge as described in these Service Terms.
 - c) **Mark.** Client is authorized to use a UL Enhanced Mark for all certified Products in accordance with UL's [Promotion and Advertising Guidelines](#). The Mark includes the INTEROPERABLE attribute, unique client identifier, and no geographic identifier. The standard identifier and number, as documented on the certificate, shall be located adjacent to the Mark with nothing between the Mark and the standard identifier and number. The Mark shall be accessible to the user within the application in no more than 3 actions once the application is activated. Instructions on how to access the Mark shall be provided to the user in the app store prior to installation. The Mark is not authorized for use in any other manner. Client acknowledges and agrees that use of an electronic Mark may involve unanticipated risk, including the possibility that some third parties and authorities may not recognize or accept an electronic Mark.
 - d) **Promotional Badge.** Client is authorized to use a UL Promotional Badge with the INTEROPERABLE attribute for marketing purposes for all certified Products in accordance with UL's [Promotion and Advertising Guidelines](#).
 - e) **Client's Use of UL Mark.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of a Product utilizing a Mark, or a deception referring to UL Contracting Party or any other UL Company, could mislead third parties if such Product is not, in fact, covered by this Service and/or does not comply with the Service requirements, and/or if the Mark is used in any way other than as provided in the Service Agreement. Client acknowledges and agrees that any such misuse of the UL Contracting Party's, or any other UL Company's name, or Mark would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of any UL Company's name or Mark will subject Client to both liability for breach of contract and the remedies for such breach set forth in the Service Agreement.
- 7) Termination.** Upon termination of the Service Agreement as described in Section 2.c.iii, Client expressly agrees that, on or before the termination date, Client will cease using the Mark, Badge, or any reference to UL Contracting Party or another UL company, in the marketing, promotion, and/or advertising in connection with any covered Product(s) addressed in the termination notice.
- 8) Personnel.** UL Contracting Party will be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of eighteen

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(18) months after the Services are completed, Client will not actively solicit the employment of UL Contracting Party personnel involved directly with providing the Services to Client.