CYBER RESILIENCE ACT, REGULATION (EU) 2024/2847- SERVICE TERMS

These Service Terms shall govern the Cyber Resilience Act Services provided by UL Contracting Party utilizing its affiliate UL International (Netherlands) B.V. ("UL") which is a Notified Body (NB) under the Regulation (EU) 2024/2847 of the European Parliament and of the Council of 23 October 2024 on horizontal cybersecurity requirements for products with digital elements also known as Cyber Resilience Act ("CRA"), ("we", "our", or "us" as the context requires and as identified in the Quotation or Application for Certification) 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 (the "GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the CRA Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA. (Global Service Agreement).

1. Scope of Service

These Service Terms govern Client's relationship with us as: (a) an "Applicant" for the CRA Services who submits products with digital elements ("Product[s]") for an EU-Type examination; and/or (b) an Applicant who manufactures products with digital elements, or has them manufactured, under a quality management system having in scope the design, development, production, storage, inspection and testing of the Products and the process to handle vulnerabilities, and requires to us an assessment of the conformity of such a quality management system with CRA requirements. CRA Service will only be established or maintained for the Applicant that has entered into, and comply with, the terms of all applicable agreements with us.

Based on quality/technical documentation submitted and/or testing of the Product, we will evaluate your Products/Management System in accordance with the applicable technical requirements and the applicable Essential Cyber Security requirements contained in Annex I of CRA. The Services requested by you shall be set out in individual Quotations or Applications for Certification. UL undertakes to execute our Services with impartiality and free of conflict of interests.

By accepting the Service Agreement, the Applicant also declares that the application for certification of the same product/management system has not been lodged with another NB. The CRA certification services mentioned in these Service Terms are based on EU legislation. Certain types of products with digital elements may not require third party certification in accordance with the CRA.

You may order CRA Services together as a package or individually.

By accepting these service terms, the Applicant gives its agreement to UL to publish the Product[s] data, certificate data and certificate copy on UL online certification directory which is accessible to any subscriber. The Applicant also gives its agreement to UL to: (a) inform its notifying authorities of quality management system approvals issued or withdrawn, and make available to its notifying authorities the list of quality management system approvals refused, suspended or otherwise restricted; and/or (b) inform its notifying authorities concerning the EU-type examination certificates and any additions thereto which it has issued or withdrawn, and make available to its notifying authorities the list of certificates and any additions thereto refused, suspended or otherwise restricted.

Under these Service Terms the following services as defined in the Annex VIII of the CRA may be provided:

1.1 EU Type-examination described in Annex VIII, Part II (based on Module B) of the CRA. For this Service, an EU-Type Examination Certificate may be issued. We will only issue this Certificate if a product meets the cybersecurity requirements described in Annex I, Part I and the Manufacturer has implemented a vulnerability handling process that meets the Vulnerability handling requirements in Annex I, Part II.

1.2 Conformity based on full quality assurance described in Annex VIII, Part IV (Based on Module H) of the CRA. For this Service, we will assess the quality management system of the Manufacturer at the site(s) where products with digital elements are designed, developed, manufactured, tested, inspected, and stored to determine whether it satisfies the requirements referred to in point 3.2 of Part IV of Annex VIII of the CRA and we will carry out surveillance of the same quality management system to make sure that the Manufacturer duly fulfils the obligations arising out of the approved quality management system and to make sure that the Manufacturer maintains and applies the quality management system.

2. Access to Manufacturing Sites

2.1 At all times with short notice, during business hours or when the assessed facility is in operation, our representative(s) shall have free and immediate access, for assessment purposes, to the design, development, production, inspection, testing and storage sites. The Manufacturer shall also provide our representative(s) with all necessary information, in particular: (a) the quality management system documentation; and/or (b) the quality records as provided for by the design part of the quality management system, such as the cybersecurity risk assessment report or the results of analyses, calculations and tests; and/or (c) the quality records as provided for by the manufacturing part of the quality management system, such as inspection reports and test data, calibration data and qualification reports on the personnel concerned.

2.2 The right of our representative(s) to obtain such free access to your facility(ies) shall not be conditioned upon the execution of any agreement, waiver, or release which in any way purports to affect the rights or obligations of us or any our representative, and any such document executed in contravention of this provision shall be without force and effect. We shall direct our representatives to exercise due care in complying with any safety regulations which may be applicable generally to your employees or property.

2.3 Additionally, representatives of any Accreditation Body/Authorities shall have free access to the factory location(s) to monitor NB's representatives conducting conformity assessment activities. Such access by our representatives, or any representatives of Accreditation Body, shall not be conditioned upon execution of any agreement, waiver, or release which in any way purports to limit the rights or obligation of any of our representatives, or the representatives of Accreditation Body/Authorities; and any such document executed in contravention of this provision shall be without force and effect.

2.4 If, in our sole opinion, you obstruct our representatives in any way, according to rules in the CRA we reserve the right to withdraw the already issued Certificate(s). Upon withdrawal of the Certificate(s), you must discontinue your use of all advertising that contains reference to this.

3. Eligibility of a Product for an EU-Type Examination Certificate.

3.1. A product investigation examines the technical design and development of a product with digital elements and the vulnerability handling processes put in place by the manufacturer to determine compliance with Essential Cybersecurity Requirements of Annex I of CRA.

The EU-type examination under the CRA consists of: (a) an examination of the technical documentation and supporting evidence referred to CRA in Annex VIII, Part II, point 3 to assess the adequacy of the technical design and development of a product with digital elements with the essential cybersecurity requirements set out in Part I of Annex I, (b) an assessment of the adequacy of the vulnerability handling processes put in place by the manufacturer with the essential cybersecurity requirements set out in Part II of Annex I; (c) verification that specimens have been developed or manufactured in conformity with the technical documentation, and identification of the elements which have been

designed and developed in accordance with the applicable provisions of the relevant harmonized standards or technical specifications, as well as the elements which have been designed and developed without applying the relevant provisions of those standards; (d) carry out appropriate examinations and tests, or have them carried out, to check that, where the manufacturer has chosen to apply the solutions in the relevant harmonized standards or technical specifications for the requirements set out in Annex I, they have been applied correctly; and (e) carry out appropriate examinations and tests, or have them carried out, to check that, where the solutions in the relevant harmonized standards or technical specifications for the requirements set out in Annex I have not been applied, the solutions adopted by the manufacturer meet the corresponding essential cybersecurity requirements.

3.2 We, as NB under the CRA, will carry out periodic audits to ensure that the vulnerability handling processes as set out in Part II of Annex I are implemented adequately to maintain the eligibility of the certified products with digital elements.

3.3 As a Notified Body under the CRA, we will provide the necessary information about certifications to the European Commission, national notifying authority or other CRA NBs where required. Where required, we will inform you when this takes place.

4.0 Eligibility of a Quality Management System for Certification according to Annex VIII, Part IV of the CRA.

4.1 For this Service, we will assess the quality management system of the Manufacturer at the site(s) where products with digital elements are designed, developed, manufactured, tested, inspected, and stored in order to determine whether it satisfies the requirements referred to in point 3.2 of Annex VIII, Part IV of the CRA.

4.2 An assessed Quality Management System will be considered eligible to design, develop, produce, inspect, test and store products with digital elements belonging to the product categories, as identified in Annex I and Annex II of the Commission Implementing Regulation EU) 2025/2392 of 28 November 2025, that will be listed in the relevant Certificate of Conformity.

4.3 If the manufacturer wants to expand the scope of its quality management system to other product categories, as identified in Annex I and Annex II of the Commission Implementing Regulation EU) 2025/2392 of 28 November 2025, or to other sites, the Applicant shall submit a new application to the Notified Body.

5. General, Documental and Regulatory Updates

5.1 The Manufacturer is responsible for keeping the certification updated based on guidance from the European Commission and/or advice from us. For further details about the Manufacturer's responsibility, please refer to the standards harmonized with the CRA, the Regulation itself and the CRA Guidelines.

5.2 The manufacturer shall implement a vulnerability handling process to remediate potential vulnerabilities in the product with digital elements reported from internal or external sources.

5.3 You shall promptly notify us of all modifications to the approved type and the vulnerability handling processes that may affect the conformity with the essential cybersecurity requirements set out in Annex I, or the conditions for validity of the certificate. Such modifications shall require additional approval in the form of an addition to the original EU-type examination certificate.

5.4 You should communicate to us any modification to your quality management system preventively, so that we can evaluate and approve them before they are implemented.

5.5 You shall inform us when you stop marketing the certified product.

6. Surveillance for CRA Service of §1.2 according to Annex VIII Part IV point 4 of CRA under the responsibility of the Notified Body

6.1 You shall allow UL's assessment personnel (including UL's agents and subcontractors) access to the design, development, manufacturing, inspection, testing and storage sites during periodic audits and unannounced visits where required by the CRA, and on such occasions you shall provide all relevant information to ensure that you properly comply with your obligations under the approved management system and to ensure that it remains adequate and efficient.
6.2 The frequency and extension of surveillance and unannounced visits is determined at the time of issuing the quotation.
6.3 The frequency and extension of surveillance audits and unannounced visits may be changed by us on the basis of the results of evaluations and on the basis of information received from the market.

7. Language Requirements

7.1 You shall provide us with all materials and information with respect to the CRA Services in English, unless the parties have agreed in writing to the use of a different language. You agree to pay any additional costs related to the Services, e.g., translation costs.
7.2 Where the CRA service require the assessment of the manufacturer quality management system or parts thereof, the documents of such a management system shall be in English language or they shall have at least the titles of clauses and subclauses in English language, unless the parties have agreed in writing to the use of a different language. You agree to pay any additional costs related to the Services, e.g., translation costs.

8. Work Schedules and Cancellation

8.1 All schedules and completion dates provided by us are estimates. We shall not be liable in the event of delays in performance of the Services. Your sole remedy for delay is to terminate the Agreement.
8.2 You may elect to discontinue or postpone the Services at any time upon written notice to us.
8.3 You shall be responsible for payment of all Services performed prior to our receipt of such notice and any fees associated with the termination or postponement. We shall not be held liable for any errors or deficiencies in connection with the work already performed and you shall not use the UL name or the NB's name or number in connection with your products prior of a formal communication by the NB.

9 Cost of Assessment.

9.1 The Quotation establishes the price for the Services. The price set forth in the Quotation depends upon the type and scope of the Service(s) requested. UL guarantees to apply consistent, fair, proportionate and reasonable terms and conditions, while avoiding unnecessary burden for economic operators, in particular taking into account the interests of microenterprises and small and medium-sized enterprises in relation to fees.
9.2 The Quotation is subject to change at our discretion, and upon reasonable notice to you, due to any additional project specific requirements or changes of scope.
9.3 EU-Type Examination Certificates fees: unless we expressly agree in writing otherwise, we will bill the Applicant for the Services described at our then-current rates, that we may, in our sole discretion, and upon notice to the Applicant, change from time to time.
9.4 Fees and expenses incurred by us shall be charged at the current billing rates. These expenses may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of reports and other documents. You shall pay all invoices in accordance with the terms of the GSA.

10 Compliance with the Requirements in Standards and/or in CRA.

10.1 If your product and/or facility(ies) are found to be in compliance with the Essential Cybersecurity Requirements stated in Annex I of CRA, and in the standard(s) you declared in the "Request for Application" and/or other applicable requirements, an appropriate Certificate will be issued by us. You agree that the products and/or facilities for which the certificate has been issued will comply with the applicable standards and the requirements in the CRA, at all times.

10.2 You agree that the Certificate mentioned above shall not be used in any form of advertising or sales promotion.

NOTE: This requirement does not preclude the holder of an EU-Type Examination Certificate from making reference to the existence of that document in business correspondence related to equipment for which a Certificate has been issued as appropriate.

11 Investigation of Noncompliance.

11.1 You agree that you will, at your expense, fully cooperate with and assist in ascertaining the facts if it is reported to us that your product is not in compliance with the applicable Essential Cybersecurity Requirements stated in Annex I of CRA, or applicable laws, regulations, and standards. Among other things, you shall promptly share any information you acquire regarding the reported noncompliance, take any corrective action necessary to correct any noncompliance, and provide timely reports to the NB on such corrective action.

11.2 You assume full and sole responsibility for your use of the Certificate and agree that your product will be in compliance with the applicable Essential Cybersecurity Requirements at all times including appropriate changes.

11.3 You shall make all necessary arrangements for investigation of complaints against your products, inform us of any complaints received that may affect the certification, keep a record of such complaints, and in case of non-compliance, take necessary corrective actions including market recall and documenting the actions taken.

12 Complaint.

12.1 You are allowed to raise complaints about our Service; all received complaints are generally acknowledged within two (2) working days of submittal to us by the complainant. We will communicate the results of the investigation and provide a resolution to you via phone or e-mail.

12.2 If You are not satisfied with the results of the investigation and our resolution, we shall inform you of your right to make an appeal to a higher management level within our organization.

12.3 The resolution will be made by, or reviewed and approved by, personnel that were not involved in the activities that are object of the complaint.

12.4 When the complaint is about a Client certified by us, we shall determine, together with the Client and the Complainant, whether and, if so, to what extent the subject of the complaint and its resolution shall be made public.

13. Appeals

13.1 If You are denied one of the Services mentioned under Scope of Service or You have a Certificate of yours suspended or withdrawn by us, You may appeal this decision within four (4) weeks after receiving such denial of Services from us.

The appeal does not suspend the decision against which it was formulated.

13.2 All appeals received are generally acknowledged by us within two (2) working days of submittal. We will communicate the results of the investigation and propose a resolution via e-mail.

13.3 The resolution will be made by, or reviewed and approved by, personnel that were not involved in the certification activities that are object of the appeal.

14. Waiver, Suspension and Revocation of Certification.

14.1 You may waive the Certification at any time and for any reason by giving timely written notice to the NB. The NB will invoice all costs incurred up to the time of receipt of notice, in compliance with the provisions of the Quotation. The validity of the Certification can be suspended at the request of the Applicant.

14.2 We are entitled to suspend or withdraw a Certification, after you have been certified, when you do not allow surveillance or recertification audits to be conducted at the required frequencies, and/or you have not informed us about any changes to the product or to the manufacturing facilities management system and/or you voluntarily request a suspension.

14.3 During suspension, your Certificate is temporarily invalid and you will refrain from further promotion of the Certificate. A suspended certificate can be reactivated within 6 months from the date of suspension. For reactivation, the NB reserves the rights to perform a complete or partial re-evaluation of the product or of the management system. After 6 months the certificate can be canceled, at our sole discretion.

14.4 The validity of the Certification can also be suspended at the indisputable judgment of NB, namely in the following cases: evident fatally flawed of information and documentation provided by you, the permanence of unsolved remarks, and/or serious reports from the market and/or improper use of the Certificate, in any way not in compliance to the provisions of the Regulation and/or failure to comply with the contractual obligations (including the requirements set forth in the Regulation and/or the economic conditions and payment deadlines). Under the above cases, You confirm to agree to immediately suspend the delivery of these products on the European market.

14.5 NB will revoke the issued Certification if it detects due to: (a) fraudulent and illegitimate use of the Certification, and/or (b) serious non-compliance with CRA; and/or (c) significant non-conformity of the manufactured product or of the management system or of the vulnerability handling process, also in respect of defects of origin of the technical documentation submitted to the NB and/or Essential Cybersecurity Requirements established by the CRA; and/or (d) failure to adapt the product with digital elements to the requirements of new editions of the applicable requirements; and/or (e) the adoption of significant modifications to the product with digital elements by the manufacturer without the prior authorization of the NB; and/or (f) the misleading use of the Certification and/or of UL marks and badges, such as to bring damage or discredit to UL; and/or (g) of the repeated impediment to the performance of the surveillance visits conducted by UL, possibly witnessed by the staff of the accreditation body as observer of activities performed by our Notified Body or other competent bodies..

14.6 In case of withdrawal of certification, NB will accordingly inform the national notification authority and the other European notified bodies for the same purpose.

15 Changes in the scope of Certification

If the Applicant communicates to UL the intention to change or modify the scope of the Certification, the NB will evaluate the contents of the request in order to determine whether the extension or reduction can be granted. Once the evaluation procedure to be carried out has been defined, NB will inform the Applicant of the decision by issuing a specific quotation. The assessment activities of extensions / reductions follow the steps described by the Certification process. In case of reduction of Certification, the Applicant accepts to revise all advertising material.

16 Changes to the Terms of Service

The continuous updating of the legislative framework applicable to the activities conducted by UL and involved by this Regulation, may require the modification of one or more paragraphs of these Terms of Service. UL makes available the latest updated version of this Service Terms on its website, at its headquarters or by sending an electronic copy at the request of customers. The Applicant undertakes to comply with the new conditions set by the revised Service Terms. The updating of the Service terms cannot be considered a rational for waiving from the contract.

17. Safeguard clause for the issued Certifications

In the event that legal responsibilities deriving from operations can have serious consequences from the point of view of the survival of the NB, UL undertakes to sign agreements with other Certification Bodies of equal qualification to guarantee the validity of the issued certifications without increasing costs for certified companies\, until the natural expiry of the contracts signed with them. This process will be initiated only with the prior written consent of the Client which, alternatively, have the right to withdraw the Certification.

18. Proper Use of Certificates and Reference to them

18.1 You shall use the Certificates issued by us as per the below requirements.

18.2 You are allowed to refer to the certification status of Your Product(s) or Management System in communication media such as the internet, brochures or advertising.

18.3 The Certificate(s) shall not be used in advertising or sales promotion (e.g. attached to a brochure).

18.4 You shall not make or permit any misleading statement regarding the certification status.

18.5 You shall not use or permit the use of a Certificate or any part thereof in a misleading manner.

18.6 You shall amend all advertising matters when the scope of certification has been reduced.

18.7 You shall not make any reference to your management system certification in such a way as to imply that the Notified Body certifies a product or a process.

18.8 You shall not make any reference to your management system certification in such a way as to imply that the certification applies to activities and sites that are outside the scope of certification or misuse of scope wording.

18.9 You shall not use the certification in such a manner that would bring the notified body into disrepute and lose public trust.

19. Use of Names or Marks.

19.1 A CRA Service does not result in us issuing to you a certification or any authorization to use the UL's, or any other UL Company's name or Marks. Unless additionally evaluated and explicitly authorized by us, you shall not use the UL, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to NB's or any other UL Company, on any goods or your containers or packaging, or in connection with any oral or written advertising, promotions, or any other publications.

19.2 For Services **§1.1, §1.2,** You agree that any marking or NB number will be applied by you according to Article 29 of the CRA.

19.3 The NANDO identification number of UL's International (Netherlands) B.V. Notified Body (2821) following the CE marking shall not be affixed to the product submitted for evaluation/assessment until explicitly authorized by us, as indicated in the conformity assessment certificate.

20. Use of the mark of an accreditation body

You are not authorized to use any national accreditation body logo for the scope of the CRA services offered by us.

21 Confidentiality of information

NB ensures that all information acquired in the course of the certification activity is treated in a strictly confidential manner according to the terms of the Global Services Agreement, with the exception of the information provided to the Accreditation/Notification Bodies during their regular Accreditation/Notification activities.

22. Conflict of interest

You declare that there is no, even potential, conflict of interest due to any consultancy relationship with the NB that has not ended or has ended less than 2 years prior to application.