TESTING SERVICES FOR THE HDBaseT RECOMMENDED CABLES PROGRAM

SERVICE TERMS

These Service Terms shall govern testing services for the HDBaseT Alliance (“Alliance”) Recommended Cables Program performed 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 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 HDBaseT Recommended Cables Program testing 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 Service.** As an Alliance recognized testing facility, UL Contracting Party will test Client’s cables in accordance with the requirements set by the Alliance in the HDBaseT Compliance Test Specification (“HDBaseT Requirements”) for their Recommended Cables Program and ensure that the cables are third-party verified in accordance with ANSI/TIA-568-C.2. This service shall be limited to cables only and shall not apply to any devices on either end of the cables, including but not limited to, cable connectors and receptacles. The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in a Quotation or Project Confirmation.

   Client acknowledges that, in addition to the provisions of this Agreement, in order to appear on the HDBaseT Recommended Cables Program list, Client must be an HDBaseT Alliance member and enter into a separate agreement with the Alliance for the Alliance’s determination of eligibility under their Recommended Cables Program.

   As a convenience to Client, UL will also administer invoicing on behalf of the Alliance for the Alliance’s fees and expense charges to Client for its participation in HDBaseT Alliance’s Recommended Cables Program.

2. **Price.** A Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services and those Alliance fees and expenses associated with Client’s participation in the HDBaseT Alliance Recommended Cables Program. The price will depend upon the type of product and the test requirements.

   The Alliance’s fees and expenses associated with the HDBaseT Alliance Recommended Cables Program are invoiced and collected by UL on behalf of the Alliance as a convenience to the Client and are passed on directly to the HDBaseT Alliance without obligating UL Contracting Party to any part of the Alliance Program other than as set forth in these Service Terms.
3. **Samples and Information.** Client agrees to provide UL Contracting Party with all relevant information and cables necessary to complete the assessment upon request from UL Contracting Party. Client represents and warrants that the cables submitted for testing are representative of the cables manufactured, used or sold by Client. UL Contracting Party will examine and test one or more samples of the product. 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. UL Contracting Party will provide Client with information on where to ship the product.

4. **Deliverables.** UL Contracting Party will provide Client with a report of the evaluation. The report includes (i) a general description of the product; (ii) any modifications to the product made during testing; (iii) the equipment used; (iv) the standards and requirements against which UL Contracting Party tested the product; and (v) the results of the tests, as applicable.

5. **Providing Information to the Alliance.** Client agrees that if the cable is determined to be compliant with the HDBaseT Requirements, as a recognized test facility under the Alliance Recommended Cables Program, UL Contracting Party (i) may share all project related information with the Alliance and (ii) will provide the Alliance with a copy of the report for their use in their Recommended Cables Program, unless specifically requested not to do so in writing by Client.

6. **Use of Names and Marks.** Testing services for the HDBaseT Recommended Cables Program shall not result in UL Contracting Party issuing product certification or any authorization to use the Marks. Client shall not use UL Contracting Party’s, or any other UL Company’s, name, abbreviation, or symbols, or any other form of reference which may be interpreted to mean a UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.