

MDSAP Management System Assessment Services Service Terms

These Service Terms shall govern the Medical Device Single Audit Program ("MDSAP") Management System Assessment Services provided by the UL Contracting Party (as identified in the Quotation or Project Confirmation) operating through its affiliate UL Medical and Regulatory service of UL LLC and also 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 MDSAP Management System Assessment Service. 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.** UL Contracting Party will evaluate Client's management systems and provide registration and/or assessment services in accordance with the Medical Device Single Audit Program (MDSAP) intended for the evaluation of management system under specific requirements of medical device regulatory authorities participating in the MDSAP program. The services requested by Client for specific projects shall be set out in an individual Quotation or a Project Confirmation.
- 2. Price.** A quotation or Project Confirmation will establish the price for UL Contracting Party's Services. The price will depend upon the type of product and the assessment requirements. All quotations and Project Confirmations are subject to change at UL Contracting Party's discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Cancellations and Postponements.** UL Contracting Party will work with Client to schedule stage 1 readiness audit, registration audit, and surveillance audits, at mutually convenient dates and times. If Client postpones or cancels any scheduled audit less than thirty (30) days before the scheduled date. Client agrees to pay the following cancellation fees:

 - a.** If Client notifies UL Contracting Party less than thirty (30) days, but more than fourteen (14) days before any scheduled audit, the cancellation fee shall be the greater of 20% of UL Contracting Party's quoted fee or \$3000; or
 - b.** If Client notifies UL Contracting Party less than fourteen (14) days before any scheduled audit, the cancellation fee shall be 75% of UL Contracting Party's quoted fee.
- 4. Registration Program Requirements.** UL Contracting Party will make available a document(s) containing additional Quality Management System Program Requirements and/or Addendum for Program Specific Requirements (Collectively, "Program Requirements") for the applicable type(s) of quality management system registration. The Program Requirements more fully explain UL Contracting Party's various management system certification programs and Client's obligations and rights under those programs. The Program Requirements are also available in hard copy upon request. Client agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Terms and made a part of the Service Agreement between the parties. In the event of a conflict between the Program Requirements and these Terms, the Program Requirements shall control.

5. **Jurisdictions for the Program.** Client agrees that if participating in the program, it agrees that UL Contracting Party will be authorized to audit facilities in respect to all jurisdictions within the program. Client may not choose specific jurisdictions but will be subject to complying with all jurisdictions where Client has been granted market access or intends to sell.
6. **Use of Registered Firm Mark and Certificates of Registration.** Client agrees to use the Registered Firm Mark, Certificates, and accreditation mark(s) owned or controlled by the UL Contracting Party as applicable, only in accordance with the conditions of use set out in the Program Requirements for each specific mark allowed by the UL Contracting Party management system audit and registration services.
7. **Surveillance Audits.** UL Contracting Party's surveillance audit service, and any audits conducted by UL Contracting Party, are designed to serve only as a verification of continued compliance of the Client's management system with the Service Agreement and the applicable Program Requirements.
8. **Use of Names and Marks.** Management systems audit and registration services shall not result in UL Contracting Party issuing product safety certification, or any authorization to use the Marks, except as expressly authorized herein. 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.