

## RADIO, EMC AND TELECOMMUNICATIONS CERTIFICATION BODY PROGRAMS SERVICE TERMS

These Service Terms shall govern the Radio, EMC and Telecommunications Certification Body Programs performed by the UL Contracting Party (“we”, “our” or “us” as the context requires) as identified in the Quotation or Project Confirmation) and set out your responsibilities and obligations as a Client (“Applicant”, “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 the Radio, EMC and Telecommunications Certification Body Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Other Service Terms.** In addition to these Service Terms and the GSA, the Quotation or Project Confirmation, and the Product Investigation Service Terms and Follow-Up Service Terms apply to this program.
- 2. Scope of Service.** The Client (also known as "Applicant"), intends to submit devices or equipment ("Products") to us for certification review to determine whether those Products are eligible for certification in accordance with the requirements of one or more of our Radio and Telecommunications Certification Body Programs (" Programs"). We will investigate products submitted by Applicant for compliance with the rules, requirements, standards and procedures that are appropriate for the Program(s) and, if eligible, will issue the appropriate Certificate of Conformance under authority from the Authority Having Jurisdiction (AHJ) over the Program(s) (“Certification Review Services”). The Certificate of Conformance may be in the form of a letter, email or similar correspondence to the subscriber, with respect to the establishment of certification under the program. The date of the correspondence or certificate is considered the effective date of the certification.
- 3. UL Mark and Certificate of Conformance.** There is no authorization to use any Mark owned or controlled by UL Contracting Party or any other UL Company and associated with these Programs. The use and control of any Mark as referenced in the GSA, the Product Investigation Service Terms and the Follow-Up Service Terms shall apply to the Certificate of Conformance issued under any of the Radio, EMC and Telecommunications Certification Body Programs.
- 4. Requirements.** The term “UL Requirements” in the Product Investigation Service Terms includes all of the certification and technical requirements applicable to the Radio, EMC and Telecommunications Certification Body Programs.
- 5. Data and Information.** Applicant represents and warrants that all the information and/or data provided to us by you, or on your behalf, are complete and accurate and that we may rely upon such information and/or data in performing certification review services under the Service Agreement. If the information and/or data you provide to us contain errors or omissions, we may take any necessary steps to rescind the Certificate upon notice to you. You agree to promptly notify us regarding any nonconformities relating to testing or calibration that could affect the conformity of the product to the requirements.
- 6. Applicant Responsibilities.** If the certification review indicates missing or non-compliant items, you agree to respond to such exceptions within sixty (60) days from the date notice is given. If the Application remains incomplete or non-compliant sixty (60) days after

notification, the Application will be denied. A resubmittal must be made under a new Application.

7. **Continued Compliance.** Applicant agrees that the Products for which a Certificate is issued will be produced in compliance with the UL Requirements of the Program under which the Certificate was issued, including the same specifications as the sample(s) that we found to be in compliance with the Program Requirements. Applicant shall notify us promptly if a product has been discontinued.
8. **Product Changes.** Applicant shall notify us immediately of any changes to a certified Product that may affect the Product's compliance with the Program Requirements. After receiving such notice from the Applicant, we will determine whether any further evaluation is needed for the Product to remain certified. If further evaluation activities are needed to determine compliance with the applicable requirements, you agree not to release the Product at issue until authorized by us in writing. Applicant shall pay all additional charges related to evaluating a modified Product.
9. **Surveillance.** As a condition of continued certification, the AHJ over the Program(s) require us to conduct surveillance of certified Products. You agree to cooperate fully with us in conducting surveillance and to give our personnel free and open access to your facilities, personnel and documents if we determine such access is necessary to conduct our surveillance activities. You agree to respond to surveillance requests within thirty (30) days of a request. If you fail to comply with our surveillance requests within thirty (30) days, we will report such non-responsiveness to the AHJ, which may take further regulatory action.
10. **Product Non-Compliance.** If the surveillance indicates that the Product is no longer in compliance with the applicable Program Requirements, you agree to correct the non-compliance within thirty (30) days. You agree not to release any non-complying Products unless authorized in writing by us. You understand that we will report any evidence of non-compliance, in addition to any corrective action or lack of action by you, to the AHJ, which may take further regulatory action including cancellation of the certification.
11. **Reporting Requirements.** As a condition of continued certification, You agree (i) to report promptly to us any data generated by you or received from other sources regarding the field performance of the Products, (e.g., field reports or complaints, regarding the certified product's alleged non-compliance with the Program's Requirements) and make all records and information relating thereto available to us; and (ii) to take promptly all actions necessary to resolve any demonstrated non-compliance of certified Products.
12. **Information to AHJs.** You agree that in serving as a certification body, we are required to disseminate the following information to the AHJ either as part of the certification process, ongoing surveillance or upon the request by the AHJ, including: (i) the application information, including mandatory Program forms, test results and Product information; (ii) any indication of non-compliance with the requirements of a certified Product; (iii) records of all surveillance activities; (iv) failure to cooperate with the required surveillance activities; (v) misuse or misrepresentation of the scope of certifications; (vi) discontinuance of the Product; and (vii) records of complaints received regarding certification issues. You agree to the release of such information as a component of the Program(s).

13. **Electronic Information.** You hereby authorize us to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations if necessary for the performance of these Radio, EMC and Telecommunication Certification Body Program services. You acknowledge that we cannot guarantee the privacy and confidentiality of such transmissions. You agree that our transmission of confidential information via the Internet or any public network shall not be a breach of any confidentiality obligation under the Service Agreement and that no UL Contracting Party or any UL Company shall not be liable for any damages resulting from such transmissions.
  
14. **Governing Law.** In deviation of the terms of the GSA these Service Terms are governed by the laws of England and Wales without reference to any other jurisdiction.