

PHYSICAL AND ELECTRICAL ENVIRONMENTAL COMPATIBILITY EVALUATION SERVICES INCLUDING NETWORK EQUIPMENT BUILDING SYSTEM (NEBS) SERVICE TERMS

These Service Terms shall govern Physical and Electrical Environmental Compatibility Evaluation Services Including Network Equipment Building System (NEBS) and related testing 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 Physical and Electrical Environmental Compatibility Evaluation 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 assess Client’s products to determine compliance with applicable physical and electrical environmental requirements such as those found in Telcordia GR-1089-CORE and GR-63-CORE. The services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in a Quotations or 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 test 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. **Samples and Information.** Client agrees to provide UL Contracting Party with all relevant information, products or other materials necessary to complete the assessment upon request from UL Contracting Party. Client agrees that all the information and data provided to UL Contracting Party is complete and accurate and that UL Contracting Party may rely upon such information when testing or otherwise assessing the product. 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.
 - **Shipping Samples.** UL Contracting Party will provide Client with information on where to ship the product. Usually, UL Contracting Party will ask Client to ship product samples to a nearby UL Contracting Party facility. *To avoid unnecessary shipping expenses, Clients should not send samples to UL Contracting Party until UL Contracting Party requests them.*
 - **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Contracting Party for testing. If a product cannot be shipped to UL Contracting Party, the parties will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.
 - **Testing and Return of Samples.** Product(s) may be damaged by testing. UL Contracting Party will return Client’s samples to Client after testing, and insure them for a nominal value, unless Client instructs UL Contracting Party otherwise. *UL Contracting Party shall not be responsible for lost, damaged, or*

destroyed samples, or for injuries or damages of any nature caused by any sample.

4. **Subcontracting.** Client agrees that UL Contracting Party may, in its sole discretion, subcontract testing or other services. All subcontractors shall meet UL Contracting Party's current qualification requirements and comply with UL Contracting Party's requirements for confidentiality, conflicts of interest and ethical standards.
5. **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.
6. **Use of Names and Marks.** NEBS services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks, unless expressly authorized by UL Contracting Party. 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, 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.