

MEDICAL DEVICE TESTING SERVICE TERMS

These Service Terms will govern **MEDICAL DEVICE TESTING** (“Services”) performed by the “UL Contracting Party”(“we”, “our”, or “us” as the context requires) 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 (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

- 1. Medical Device Testing Services.** The UL Contracting Party will perform testing (“Services”) in accordance with your instructions as described in individual Quotations or Project Confirmations.
- 2. Your Responsibilities.** As a prerequisite to UL Contracting Party’s delivery of Services or any portion thereof, you will: (a) fulfill your responsibilities as specified in the Quotation or Project Confirmation; (b) ensure that all assumptions contained in the Quotation or Project Confirmation are accurate; (c) provide us with reliable, accurate and complete information Your Test Item Data) (d) provide us with samples in such numbers as required and in such time as not to delay the Services; and (d) make timely decisions and obtain required management approvals (“Your Responsibilities”). We will be entitled to rely on all your decisions and approvals made before and during the provision of Services. Nothing in these Service Terms will require us to evaluate, advise on, modify, confirm, or reject such decisions or approvals.
- 3. Deliverables.** Upon full performance by you of Your Responsibilities and payment of fees due, subject to the divergent terms you will have a perpetual, irrevocable, non-exclusive, right and authorization to use, reproduce, display, distribute, modify and make derivative works of the deliverable items specifically described in the Quotation (the “Deliverables”). You shall not use the Deliverables for advertising purposes and not present the Deliverables or derivatives thereof in any misleading manner. Unless separately agreed to in writing to the contrary, UL will retain all right, title and interest in and to: (a) the Deliverables including, without limitation, all patent, copyright, trademark, and other intellectual property rights in the Deliverables; and (b) all methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how embodied in the Deliverables or that UL may develop or supply in connection with these Service Terms (“UL’s Knowledge”). You may use and copy the deliverables for their intended purpose. You may not use or distribute the Deliverables in any misleading manner.
- 4. Acceptance.** You will accept Deliverables that conform to the requirements of the Quotation and notify us of any non-conformance of the Deliverables with such requirements (the “Non-conformance”) within thirty (30) business days of receipt. We will have a reasonable period of time, based upon the severity and complexity of the Non-conformance, to correct the Non-conformance. If you use the Deliverables before acceptance or fail to promptly notify us of any Non-conformance, then the Deliverables will be considered accepted by you.
- 5. Disclaimer.** The Services are provided independently of UL’s conformity assessment services such as preliminary product investigations, product certification, or field evaluation services. We do not guarantee, warranty or provide an assurance (express or implied) to any party that a positive test result, compliance report, or issuance of a UL certification mark will result from our delivery of Services hereunder. We do not guarantee that our opinions or findings will be recognized or

accepted by third parties. The Services are provided for general information purposes only and are not intended to convey legal or other professional advice.

- 6. Warranty.** We warrant that the Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within thirty (30) business days after the Services are accepted in accordance with these Service Terms. THE WARRANTY SET FORTH ABOVE IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.
- 7. Subcontracting and Personnel.** We will be responsible for assigning and re-assigning our personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, you will not actively solicit the employment of our personnel involved directly with providing the Services to you. You agree that we may subcontract the Services to third parties. You authorize us to disclose all information to the subcontractor, including Confidential Information, necessary for such performance of the Services by the subcontractor. We will provide as a term of any such subcontract that the subcontractor shall meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards.
- 8. Biological Services.** For Services performed in cooperation with a biological partner laboratory in case of cancellation or disruption of the order or timeslot we reserve the right to charge the full costs incurred.
- 9. Early Termination.** In case the Services cannot be started timely or the Service Agreement is terminated early because of reasons we are not responsible for, we are allowed to charge an amount of compensation in addition to compensation for the Services already performed. This additional compensation is 10 % of the total order value in case performance of Services has not started or 15 % of the remaining order value for Services already started.
- 10. Prices.** Prices are valid under the condition that you provide to UL Contracting Party all samples at the same time with the same shipment to allow simultaneous testing which can be covered in one single test report. Samples which require specific handling (e.g. unusual sample preparation, determination of absorption capacity, etc.) will incur additional charges.
- 11. Study Standards.** The Services will be provided according the options selected and communicated by you (e.g. _Your Test Item Data).
- 12. Timelines.** Timelines are given as estimates and are subject to availability of resources. Timeline depend on the arrival of sample material and all necessary information (e.g. complete test item data). Further inquiry/clarification with you and any delayed response on draft study plans/reports may extend timelines. Any listed standard timelines assume a feedback/approval of draft study plans/reports within three working days. If this response time is exceeded, the turnaround time may need to be extended.