

Wireless, Interoperability, Security and EMC (WiSE) SERVICES SERVICE TERMS

These Service Terms shall govern WiSE Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. The WiSE Services do not involve any assessment or evaluation to independent safety standards, and UL Contracting Party and our affiliates have no responsibility to make any independent safety assessment of any samples. These Service Terms and the terms of the UL Japan Inc Services Agreement (“JSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for WiSE Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the JSA.

1. **Scope of Service.** "WiSE" is an abbreviation for Wireless, Interoperability, Security, and Electromagnetic compatibility. WiSE services include, among other services: wireless, interoperability, security, global market access, and electromagnetic compatibility ("Services"). UL Contracting Party ("we", "us", or "our" as the context requires) is the UL Contracting Party named in the order, scope of work, project proposal, quotation, or order acknowledgment ("Quotation"). We will evaluate your devices, equipment, materials, or systems ("Products") to assess the Product's compatibility with the requirements as designated in our Quotation. The Services do not involve any assessment or evaluation to independent safety standards, and we and our affiliates have no responsibility to make any independent safety assessment of any samples
2. **Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, you consent to our disclosure of all associated information, materials, and Deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.
3. **Samples.** 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, UL Contracting Party and Client will mutually agree upon other ways to investigate Client’s product at Client’s facility or other locations.

- **Testing and Return of Samples.** WiSE testing will not physically destroy Client's samples. However, products may be damaged by WiSE testing. UL Contracting Party will return Client's samples to Client after testing at Client's expense, 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. **Use of Names and Marks.** WiSE Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use the Marks. 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, 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.
 5. **On-Site Investigations.** If we perform Services on-site at your facilities, or the facilities or other parties as directed by you; you will ensure that our representatives have safe, secure, and free access to your facilities or at other parties' facilities. Our access will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any Services for any reason beyond our reasonable control, we will not be responsible for the nonperformance, and you may be charged for any actual expenses we incur and fees for Services performed.
 6. **Deliverables.** We will provide you with a report outlining; (i) your instructions and request for Services accepted by us, (ii) the requirements used in providing the Services, (iii) the Services performed, and the (iv) the results of those Services. We are under no obligation to refer to or report on any facts or circumstances which are outside your specific instructions received and accepted by us.
 7. **Our Findings.** We do not guarantee that our opinions or findings will be recognized or accepted by third parties.
 8. **Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to you as a convenience and are provided on an "as is, as available" basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Your use of the Web Services is at your sole risk and may be subject to additional terms of use. Web Services are included in the definition of Services above.