

# SERVICE TERMS: UNMANNED AIRCRAFT SYSTEMS (UAS) CERTIFICATION

These Service Terms shall govern the Unmanned Aircraft Systems (UAS) Certification Scheme Services performed by UL India Private Limited (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client which may include applicants, manufacturers, importers, and assemblers of UAS. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of Service Agreement entered into by the Parties for UAS Certification Scheme 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 India Private Limited will evaluate Client’s products in accordance with the certification process for UAS Scheme as required by Quality Control of India (QCI) based on Type 1A for type testing as per 17067:2012. The UAS certification Scheme is administered by QCI. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.

If the certified Client requests UL India Private Limited to evaluate the product for an extension of the scope of an existing certification, then Client shall provide its request on a prescribed application form with the additional information necessary for the additional scope of certification along with the necessary documentation and records as are being sought for initial application.

If a product, which has been subject to important changes or overhaul aiming to modify its original performance, purpose or type after it has been put into service, having a significant impact on its compliance with certification criteria for UAS must be considered as a new product and is required to be treated as a new model.

UL India Private Limited’s decision will be final and binding.

- 2. Product Investigation.** Upon Client’s submitting a device, equipment, material, documents or system for evaluation (“Product”), UL India Private Limited will provide a “Product Test Report” designed to assess the Product’s conformity to the applicable standards and the UAS Certification Scheme requirements after conducting Product Investigation. A Product Investigation consists of the following:
  - a. Performance of tests on samples of a Product, in accordance with applicable standards and UAS Scheme Requirements; and/or
  - b. Evaluation of Product construction criteria by examination of Product documentation and testing documentation of the samples of the Product, in accordance with applicable standards and UAS Scheme Requirements.
- 3. Price.** A Quotation will establish the price for Services. The price will depend upon the type of product and the investigation requirements. All Quotations are subject to change at UL India Private Limited’s discretion, upon reasonable notice to the Client, due to any additional project specific requirements or scope changes.
- 4. Compliance with UAS Certification Scheme and ISO/IEC 17065 Requirements.** If UL India Private Limited is satisfied that the Product submitted is in compliance with all applicable “Certification Criteria of UAS Certification Scheme requirements” under Part 3, Part 4 and Part 5 of UAS, in addition to the requirements specified in clause 4.1.1 and 4.1.2.2 items b, c and d of ISO/IEC 17065:2012, then it will issue a Statement of Conformity (“SoC”) to Client. UL India Private Limited will notify Client if the Product fails to comply with the applicable standards and/or the UAS Certification Scheme requirements.
- 5. Obligation of Client.** As an accredited certification body (hereinafter is referred to as “CB”), UL India Private Limited complies with the UAS Certification Scheme and ISO/IEC 17065. Consistent with these requirements, Client understands and expressly agrees to provide the necessary support and documents as listed below to enable UL India Private Limited to comply with Clause 4.1.1 and 4.1.2.2 items b, c and d of ISO/IEC 17065, Part 4 and Part 5 of UAS:
  - 5.1. Client shall, at all times, fulfill the certification requirements, including product specific requirement as specified in the document “Certification Criteria – UAS Certification Scheme”, the certification process described in the document “Certification Process – UAS Certification Scheme”, the applicable regulatory requirements, the requirements specified in the QCI document, as applicable and the changes in them from

time to time. Further Client shall possess a valid authorization/licenses to undertake their business operations, as applicable, a copy of which shall be provided to UL India Private Limited for its record and implementing appropriate changes. (QCI Document Part 5 - 4.1.2.2 i).

- 5.2. If the certification applies to a Product which has ongoing production, the Client shall ensure the certified Product continues to fulfil the product requirements which it was assessed (ISO/IEC 17065 4.1.2.2b).
- 5.3. Client shall make all necessary arrangements for:
  - 5.3.1. The conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors.
  - 5.3.2. Investigation of complaints; and
  - 5.3.3. The participation of observers, if applicable (ISO/IEC 17065 4.1.2.2c).
- 5.4. Client shall make claims regarding the certification consistent with the scope of certification (ISO/IEC 17065 4.1.2.2d).
- 5.5. All liability on account of non-conforming product shall rest with the Client (QCI Document Part 5 - 4.1.2.2 ii).
- 5.6. Client shall make all necessary arrangements for the conduct of evaluation including provision for examining documentation and access to records of initial certification, renewal if sought and resolution of complaints by assessors (QCI)/NABCB), technical experts for assessments and regulator(s) (QCI Document Part 5 - 4.1.2.2 iii).
- 5.7. Make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators) (QCI Document part 5 - 4.1.2.2 iv).
- 5.8. Client to comply with the claims regarding certification only in respect of the scope for which certification has been granted (QCI Document part 5- 4.1.2.2 v).
- 5.9. Client will not use its product certification in such a manner as to bring UL India Private Limited into disrepute and does not make any statement regarding its product certification that UL India Private Limited may consider misleading or unauthorized (QCI Document Part 5- 4.1.2.2 vi).
- 5.10. Upon suspension, withdrawal, or termination of certification, Client will discontinue its use of all advertising matter that contains any reference thereto and takes action as required by the UAS certification scheme and takes any other required measure (QCI Document Part 5 - 4.1.2.2 vii).
- 5.11. Client will ensure that no certificate or report nor any part thereof is used in a misleading manner; (QCI Document Part 5 - 4.1.2.2 viii).
- 5.12. If Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the UAS certification Scheme (QCI Document Part 5 - 4.1.2.2 ix).
- 5.13. In making reference to its product certification in communication media such as documents, brochures or advertising, the Client will comply with the requirements of UL India Private Limited ISO/IEC 17065:2012 and /or as specified by the UAS Certification Scheme. (QCI Document Part 5 - 4.1.2.2 x).
- 5.14. Client will apply a Certification Mark to each certified UAS, or to product packaging, or on information accompanying each product, if applicable in terms of a cross reference to Part 6 clause 4 and 5 (QCI Document part 5 - 4.1.2.2 xi).
- 5.15. Client shall inform UL India Private Limited and submit a review application of the following matter that may affect ability to conform to the certification requirements, without delay, for review of the certification criteria. (QCI Document Part 5 – 4.4.1.2.2, Xiii):
  - a. The legal, commercial, organizational status or ownership.
  - b. Organization and management (e.g. key managerial, decision- making or technical staff).

- c. Contact address and production sites/premises.
  - d. Modifications to the major inputs or other materials with potential to affect: the product quality or safety; framing practices or technology; or internal control measures which are significant in nature.
  - e. Any other information indicating that the product may no longer comply with the requirements of the UAS Certification Scheme and certification criteria.
- 5.16. Client will inform UL India Private Limited, without delay, of changes that may affect its ability to conform with the certification requirements such as modifications to the product. (ISO/IEC 17065, Clause 4.1.2.2 k ).
- 5.17. Client who is a Certified Client to have procedures in place to ensure that a non- certified UAS model, shown as to be a certified UAS model shall be recalled (QCI Document Part 4, Clause 4.10.4).
- 5.18. In case of following changes/revisions, Client and the Certified Client (UAS model/payload) will submit a review application to UL India Private Limited for review of the certification criteria (QCI Document Part 4, Clause 4.14.1).
- a. The legal, commercial, organizational status, or ownership.
  - b. Organization and management (e.g. key managerial, decision-making or technical staff).
  - c. Contact address and production sites/premises.
  - d. Modifications to the major inputs or other materials with potential to affect the product quality and safety; framing practices or the technology and in the internal control measures which are significant in nature.
  - e. Any other information indicating that the product may no longer comply with the requirements of the UAS Certification Scheme and certification criteria.

Note: Certified Client mean the Client who has been granted Certificate under the CB scheme after successful completion of Product Investigation.

- 5.19. Client and the Certified Client, as relevant, to apply with UL India Private Limited, for certification limited to delta compliance which is necessitated to meet any changes in the certification criteria and certification process requirement. Delta Compliance will cover specific type test schedule which shall take care of all the aspects including safety and security of the equipment pertaining to the requested changes (QCI Document Part 4, Clause 4.13.2).

Delta Compliance means a situation when the certification scheme introduces new or revised requirements both in certification scheme for UAS, Certification Criteria and Certification Process requirements that affect the applicants and the UAS manufacturer.

- 5.20. Client shall ensure that its personnel, internal and external, do not attempt to influence or pressure the UL India Private Limited personnel, that may threaten their independence in the course of certification activities. Client acknowledges that any such incident shall be reported to UL India Private Limited, which may take appropriate actions to ensure independence in the certification work.
- 5.21. Use of Certificates and Certification Mark of Conformity. The following requirements are additional obligations of Client:
- 5.21.1. Client agrees to ensure that the Certification Mark is affixed only on transaction documents and products that are covered under the scope of the certificate. Client shall not use the accreditation mark to be used on certified products.  
  
Certification Mark is the mark issued by DGCA (Directorate General of Civil Aviation) upon recommendation by the CB (UL India Private Limited).
  - 5.21.2. Client acknowledges that if the Certification Mark is on the transaction documents and products that are not identified in the scope then it shall be considered as misleading and unauthorized as relevant to the UAS Certification Scheme.
  - 5.21.3. Client shall ensure that it shall not apply the Certification Mark on documents prior to grant of certification.

5.21.4. Client shall ensure that its UAS Certification Mark is not used in a way that may be likely to confuse or mislead the market. In case, as per the requirements of the UAS Certification Scheme, the certified UAS is allowed to include the Mark in off-site products, then the same should be brought to the knowledge of the Certification Body in writing, to ensure that the advertisement and other claims made by the Client does not create an incorrect impression regarding the certification status of the other product not covered under the scope of certification.

5.21.5. In case Client misuses the Certification Mark, including false claims as to certification and false use of Certification Body and accreditation body marks, then UL India Private Limited has every right to initiate the process, steps and the actions (including penal actions as relevant), against the Client. Client agrees to abide by such actions taken by UL India Private Limited.

5.22. In case the Client is a manufacturer the following additional conditions shall apply:

The Client should have a design process that takes into account the following:

- 1) Customers' requirement.
- 2) All applicable regulatory requirements.
- 3) Functional /performance requirements.
- 4) Electrical safety requirements.
- 5) Applicable EMC requirements.
- 6) Hazardous chemicals requirements.
- 7) Software validation requirements.
- 8) Packaging requirements.
- 9) Preparing or producing manual, handbooks, or procedures and
- 10) Involvement in the supplier's monitoring, review and decision-making process applicable to the product.

UL India Private Limited's sole obligation is to determine whether the Product complies with the Requirements of the applicable standards and UAS Certification Scheme.

**6. Use of Names and Marks.** UAS Certification Scheme Services shall not result in UL India Private Limited issuing product safety certification or any authorization to use any "UL" Marks except under the conditions stated above. Unless explicitly authorized by UL India Private Limited, Client shall not use UL India Private Limited's, or any other UL Company's, name, abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL India Private Limited 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.

**7. Renewal of Certification.**

- 5.1 The certification shall be renewed at the expiry of 5 years validity period. However, the renewal process and the renewal of certification decision shall be taken on or before the certificate expiration date. In order to achieve the same, the certification body shall send the Renewal notice to the certified units at least four months prior to expiry of certificate validity period.
- 5.2 The Certified Client shall apply for renewal in the prescribed format along with fee, if any prescribed by the CB at least 3 months before expiry of the certification. The CBs may process the application and issue the renewal prior to expiry of the certificate.
- 5.3 The renewal shall be effective from the date of the expiry of the previous certificate and the intervening period shall be treated as period of suspension and clearly stated on the Certificate. The Certified Client shall not claim certification or use the Certification Mark during this period. (part 4 - 4.11.10)
- 5.4 In case the Certified Client does not complete the administrative requirements satisfactorily within three months, the certificate shall stand expired from the date of expiry of previous validity. (part 4- 4.11.11)

**8. Suspension and Withdrawal of Certification.**

- 8.1 UL India Private Limited shall suspend and withdraw the certification when:
- a. A non-certified UAS model is marketed as a certified model.
  - b. Adverse event/incident reporting and or complaints are received.
  - c. Failure of any model of UAS to comply to the certification requirements at the time of renewal.
  - d. The Certified Client has voluntarily requested a suspension or withdrawal. (includes part 4 Sub-section 4.10.1); and
  - e. Any other administrative reason including without limitation non-payment of fees.
- 8.2 In case, the Client doesn't follow the defined timelines of renewal, as a result of which the certificate expires.
- 8.3 If in the sole opinion of UL India Private Limited, the Client had earlier either misused the Certification or the certification mark, or whose earlier Certificate was cancelled because of violation of terms and conditions/misuse of certification mark shall not be entertained within six months of cancellation of the certificate by any Certification Body or obstructs in any way the aim, operation or development of the UAS Certification Scheme or fails to take action regarding misuse of SoC, or otherwise violates the UAS Certification Scheme requirements.
- 8.4 On receipt of instructions for suspension and withdrawal of certification, the Certified Client shall suspend using the UAS certification mark in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme with immediate effect and proceed for the reduction of Scope. If desirous, the Client shall apply afresh for the models that have been removed from the scope of certification.
- 8.5 Client will inform UL India Private Limited, without delay, while under suspension, dispatches of certified UAS models are withheld (QCI Document part 4, Clause 4.10.5).

**9. Cancellation of Certification.**

- 9.1 Certification body shall cancel the certificate when:
- a. Certified unit contravenes the terms and conditions of certification and provisions of Certification Scheme (CS) for UAS Scheme.
  - b. UAS Models failed to comply to the certification criteria or in the event of changes in the criteria.
- 9.2 Certification body shall cancel the certificate at the request of the Certified Client, if the production in the Certified Client's premises can no longer be carried due to reasons beyond its reasonable control such as natural calamities, flood, fire, earthquake, lockout declared by the management, or closure of business operations etc.
- 9.3 Further if UL India Private Limited concludes that the performance of the certified unit is not satisfactory, it shall withhold the renewal of the certificate and proceed for cancellation. (part 4 Sub-section 4.12.2)

- 10. Complaints/Appeals.** Client acknowledges his willingness to support UL India Private Limited's public safety mission and that UL India Private Limited is entitled to receive information received, developed or collected by Client regarding registered products compliance with the UAS Certification Scheme requirement. Client shall keep a record of all complaints made known to the Client relating to any certified product's compliance with the UAS Certification Scheme requirements. Client agrees to make such records available to UL India Private Limited when requested. Client agrees to take appropriate action to respond to such complaints and any noncompliance with the UAS Certification Scheme Requirements and keep a record of such actions (part 5 Clause 4.1.2.2, xii).