

**Collaboration & License Agreement  
Between  
Underwriters Laboratories Inc.  
and Instituto Federal de Telecomunicaciones of The United Mexican States**

THIS COOPERATION AGREEMENT (this "Agreement") is entered into by and between:

UNDERWRITERS LABORATORIES INC. ("UL"), is accredited as a standards development organization in the United States of America and Canada and holds copyrights in the UL Standards for Safety and UL Standards for Sustainability ("UL Standards"), having its headquarters at 333 Pfingsten Road, Northbrook, Illinois 60062; and

THE INSTITUTO FEDERAL DE TELECOMUNICACIONES OF THE UNITED MEXICAN STATES ("IFT"), is an autonomous public agency with legal entity and its own assets, and has the purpose of regulating and promoting competition and efficient development of telecommunications and broadcasting services, having its headquarters at 1143 Insurgentes Sur, Benito Juárez, Nochebuena, 03720 Mexico City, Mexico.

For purposes of this Agreement, UL and all other signatories are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, the parties believe it would be beneficial to work together to further the development of technical regulations, self-regulatory schemes and technological innovation through the adoption, translation, and distribution of UL Standards by IFT.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants of the parties hereto, it is hereby agreed:

**1. SCOPE & PURPOSE.**

a. The purpose of this Agreement is to provide a framework for collaboration between the parties to:

- (1) Promote communication between the two organizations;
- (2) Avoid duplication of work efforts where possible;
- (3) Increase knowledge of each other's standards development activities;
- (4) Utilize the resources of UL and IFT to strengthen the technical regulation system;
- (5) Undertake joint activities, which may include workshops, roundtables or technical training;
- (6) Providing access to UL's standards library and facilitate participation in UL's standards development process; and
- (7) Allow for the acceptance, translation, and use of UL Standards in technical regulations where determined to be appropriate by IFT.



- b. In furtherance of this, the parties will arrange for semi-annual discussions to discuss the status of activities associated with this agreement.
- c. The implementation of any specific activity under this Agreement will be discussed and agreed in separate written agreements ("Specific Collaboration Agreements"), which shall be considered part of this instrument and shall include, *inter alia*, the relevant contributions, schedule, budgets, recognition of intellectual property rights, as well as material, human and financial resources destined to carry out such activity.

2. **DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply:

- a. "UL Standards" includes only those Standards enumerated in UL's current "Catalog of Standards" and the revisions issued for these UL Standards, including any Translations thereof.
- b. "Default" shall mean any of the following events:
  - (1) Failure by IFT to comply with or perform any provision of this Agreement and continuance of such failure for five (5) days after notice from UL to IFT;
  - (2) IFT becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated; or
  - (3) Any warranty or representation made by IFT in this Agreement is breached or is false or misleading in any material respect.
- c. "Translation(s)" shall mean copies of the English version of a UL Standard accompanied by a copy of the UL Standard translated into the Spanish language by IFT. Each Translation shall contain the Spanish translation and the English original. This includes copies made by any and all means and on any and all media now known or hereafter developed.
- d. "Technical regulations" shall mean general enforcement instruments issued by the IFT, through which the characteristics and operation of telecommunications and broadcasting products, devices and services are regulated and, where appropriate, the installation of equipment, systems and infrastructure in general associated with these, as well as the specifications that refer to their compliance or application.

### 3. LICENSE.

- a. UL hereby grants to IFT electronic access to UL's Standards Library at no charge for IFT's internal use and adoption. For standards adopted by the IFT for use in Mexico, UL hereby grants to IFT the royalty-free nontransferable, nonexclusive license to use, reproduce and translate, UL's Standards in the English and Spanish languages in paper or electronic form solely in the country of Mexico. IFT's right is limited to the use and purpose specifically described in this paragraph. IFT may not use or authorize the use of the Standards for any other purpose, unless previously authorized by UL in writing. IFT shall report to UL on an annual basis regarding the UL standards adopted by the IFT (Standard edition, dated revision), and for each standard so adopted the number of standards distributed or sold in the country of Mexico, and the revenue associated with the distribution/sales.
- b. Neither this Agreement nor the License may be assigned, subleased, sublicensed, franchised, sold, offered for sale, encumbered or otherwise disposed of by IFT, either voluntarily or by operation of law, without the prior written consent of UL, in its sole discretion, nor shall IFT's duties be delegated without the prior written consent of UL. No transfer of ownership is intended by this Agreement.

### 4. OWNERSHIP OF COPYRIGHT.

- a. IFT acknowledges and agrees that UL is the sole and exclusive owner of all right title and interest, including all copyright and trademark rights, and any other intellectual property rights, contained in the UL Standards, including, without limitation, any revision, translation, modification, addition, enhancement or update to UL Standards, and any other documents designated by UL that revise, clarify and explain UL Standards.
- b. IFT agrees and acknowledges that the Translations are derivative works of the UL Standards and that UL is the sole and exclusive owner of all right, title and interest, including copyright and trademark rights and any other intellectual property rights, contained in the Translations.
- c. IFT further acknowledges that nothing in this Agreement nor its use of the UL Standards will create in IFT any right, title or interest in the Standards, the Translations or the UL trademarks.
- d. IFT agrees that all of UL's trademarks, certification marks, trade names, service marks and other UL logos, source identifiers, and brand features (collectively, "**UL Marks**") are the exclusive property of UL. Other than the limited right to reproduce the UL Standards which may bear the UL Marks, IFT agrees not to display or use the UL Marks in any manner without UL's prior permission.

e. IFT agrees to notify UL of any unauthorized use of the UL Standards or UL Marks by any third party promptly as it comes to IFT's attention. UL shall have the sole right and discretion to bring infringement or other proceedings involving the UL Standards, Translations, or UL Marks, however nothing in this Agreement shall require UL to take any action concerning any unauthorized use of the UL Standards, Translations, or UL Marks. IFT agrees to cooperate and give reasonable assistance to UL in connection with any action brought by UL.

5. **TERM.** This Agreement shall commence on the date set forth above and continue until terminated by either UL or IFT as specified below.

6. **TERMINATION.**

a. Either party may, without cause, terminate this Agreement upon not less than sixty (60) days' prior written notice to the other party. Upon termination of this Agreement, IFT shall immediately discontinue any use or reproduction of the UL Standards for any purpose, except for those standards adopted by IFT as technical regulations.

b. In the event of Default (as defined in paragraph 2) or material breach of this Agreement by IFT, UL may terminate this Agreement immediately.

7. **RIGHTS AT TERMINATION.**

a. Upon termination of this Agreement, IFT shall:

i. Cease to translate, duplicate, use, or reproduce copies of the UL Standards or Translations;

ii. Cease using the Library (as defined below);

iii. Remove from IFT's own internal Intranet or other internal, in-house system any and all computer files of the UL Standards and Translations, except for those standards adopted by IFT as technical regulations.

iv. Destroy all copies of UL Standards and Translations in all formats, including electronic and hard copy; and

v. Provide a certificate of destruction and removal of the foregoing documents and files upon request by UL.

b. Upon termination of this Agreement pursuant to paragraph 6(b), UL may determine, in its sole discretion, whether to afford IFT any rights to translate, duplicate, use, or reproduce UL Standards, and if so, for what time period.

## 8. DELIVERY OF STANDARDS AND INFORMATION TO (IFT) AND UL.

- a. UL shall provide to IFT access to an electronic library containing UL Standards (the "Library") and shall provide IFT with email notification of new and/or updated UL Standards which have been added to the Library.
- b. IFT shall keep all passwords to access the Library strictly confidential and secure, and shall not disclose such passwords to any other person or entity without the prior written consent of UL. In the event that IFT becomes aware or has a suspicion that a third party is improperly utilizing IFT's password, IFT must notify UL immediately.
- c. IFT may use the UL Standards provided in the Library for the purpose of the License, namely reviewing UL Standards for purpose of adoption and for copying and translating, UL Standards.
- d. IFT and the IFT's staff may use the UL Standards in the Library solely for IFT's internal business purposes. Such use by the IFT and the IFT's staff shall be restricted to online viewing of the UL Standards in the Library (such as for viewing the requirements of a Standard or conducting a word search).
- e. The UL Standards in the Library shall not be used by IFT or IFT's staff for any purpose other than as stated herein.

## 9. REPRODUCTION and PUBLICATION.

- a. IFT shall cause the following statement to appear at the bottom of the title page of any reproduction and/or publication of either of the Standards in any form:

*"UL \_\_\_\_\_ is reprinted with permission from Underwriters Laboratories Inc. Copyright <<Year of Publication>> Underwriters Laboratories Inc. All Rights Reserved.*

*UL shall not be responsible for the use or reliance upon a UL Standard by anyone.*

*UL shall not incur any obligation or liability for damages, including consequential damages, arising out of or in connection with the use, interpretation of or reliance upon a UL Standard.*

*Revisions of UL Standards are issued from time to time. A UL Standard is current only if it incorporates the most recently adopted revisions.*

- b. All Spanish language portions of the UL Standards shall be produced without change in meaning except for the necessities of the translation into the Spanish language, and shall carry such notices as may be necessary or desirable in order



to protect UL's copyright interest and ownership rights in the UL Standards and the Translations, which is a derivative work of the relevant UL Standard.

c. For UL Standards translated into Spanish language by IFT, the following statements both in English and translated into Spanish language, shall be inserted in close proximity to the copyright notice:

*"(i) Any disputes as to the meaning of any portion of this Standard shall be governed and construed in accordance with its original English version.  
(ii) This translation was made on authority of Underwriters Laboratories Inc. solely by IFT, and IFT only, is responsible for this translation.  
(iii) This Standard was developed and intended to be compatible with U.S. requirements and does not address any potential differences to Mexico requirements."*

*d. IFT, in its discretion, may include in the Translations a disclaimer of any warranty of the accuracy of the translation.*

**10. ROYALTIES.** IFT shall pay no royalty fee to UL.

**11. INDEMNIFICATION.** IFT shall indemnify, defend and hold harmless, UL, its trustees, affiliates, officers, employees, agents and clients from and against any and all damages, claims, suits, losses, penalties, judgments, costs, fines, liabilities or expenses of whatever nature (including legal fees and expenses for counsel of UL's choosing) relating in any way to or resulting from any act or omission by IFT in the use or adoption of the Standards or Translations during the term of this Agreement.

**12. LIMITATION OF LIABILITY.**

- a. UL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE VALIDITY, SUFFICIENCY OR ACCURACY OF THE MATERIALS PROVIDED BY UL. UL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH WARRANTIES ARE DISCLAIMED.
- b. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS PROVIDED HEREIN, IN NO EVENT WHATSOEVER, SHALL ANY PARTY BE LIABLE TO THE OTHERS FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE USE OF THE LICENSE GRANTED OR FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVINGS OR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCURRED BY

ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS.

### 13. MISCELLANEOUS

- a. **Successors.** This Agreement shall bind and inure to the benefit of the successors, legal representatives, and assigns of UL and shall be personally binding on and inure solely to the benefit of the IFT.
- b. **Severability.** Should any part of this Agreement be finally declared invalid for any reason by a court of competent jurisdiction, such invalidation shall not affect the validity of the remaining portion of the Agreement, which shall continue in full force and effect. If possible, the invalid portion must be replaced by the parties with wording that is legally permissible and most closely reflects the original intent and content of the invalid portion.
- c. **Settlement of Disputes.** Any dispute between the Parties arising from or in connection with this Agreement will be resolved by amicable direct negotiations between the Parties. In case of failure of such negotiations, the dispute will be settled by a sole arbitrator to be nominated at the request of either Party by the Court of Arbitration of the International Chamber of Commerce (ICC). The place of arbitration will be agreed by the Parties. The language of arbitration will be in English. The arbitration will be carried out in accordance with the Rules of Arbitration of the International Chamber of Commerce, as presently in force.
- d. **Third Party Beneficiaries.** No provision of this Agreement shall in any way inure to the benefit of any third party, including the public at large. The parties intend that no third party shall have any claim under this Agreement.
- e. **Survival of Terms.** The provisions of paragraphs 11 (Indemnification), 12 (Limitation of Liability), 13(c) (Governing Law and Jurisdiction), and 13(d) (Third Party Beneficiaries) shall survive termination of this Agreement.
- f. **Notices.** Notices shall be in writing and executed by an authorized person and delivered by first class mail, courier service or electronic mail. Notice shall be deemed to have been delivered by mail, courier or electronic mail, upon the earlier of (i) receipt or (ii) five (5) business days after the notice is deposited in the mail or placed with the courier for delivery to a party at the below address (or at such other address as that a party may designate in writing):

Underwriters Laboratories Inc.  
333 Pfingsten Road  
Northbrook, IL  
U.S.A.

Attn: Maria Iafano

Instituto Federal de Telecomunicaciones  
1143 Insurgentes Sur, Benito Juárez,  
Nochebuena, 03720 Mexico City,  
Mexico.

Attn: Juan Carlos Hernández Wocker

Title: International Standards Manager

Email: [Maria.lafano@ul.com](mailto:Maria.lafano@ul.com)

Telephone: (647) 393-6684

Copy to: General Counsel

Email: [Legal.Department@ul.com](mailto:Legal.Department@ul.com)

Title: General Coordinator of  
International Affairs

Email: [juanc.hernandez@ift.org.mx](mailto:juanc.hernandez@ift.org.mx)

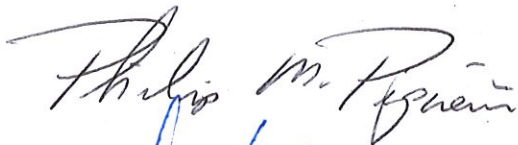
Telephone: +52 50154208

- g. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior communications, understandings, representations, negotiations and discussions, written or oral, between the parties regarding the subjects of this Agreement. No terms or conditions on either party's purchase orders, invoices or other business forms shall apply to any transaction under this Agreement. Any waiver, modification or amendment to this Agreement must be in writing and signed by both parties.
- h. **Headings.** The headings appearing in this Agreement are inserted only as matter of convenience and do not define, limit, construe or describe the scope of the intent of any portion of this Agreement.
- i. **No Waiver.** Any failure by a party to insist upon the performance of any provision of this Agreement shall not constitute a waiver of any rights under the Agreement or future performance of that provision.
- j. **Rights Cumulative.** The rights and remedies described in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies available at law or in equity.
- k. **English Language.** This Agreement is in English. Any translation of this Agreement into the Spanish language is for informational purposes only.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers.

UNDERWRITERS LABORATORIES INC.

INSTITUTO FEDERAL DE  
TELECOMUNICACIONES  
United Mexican States



By: \_\_\_\_\_

Printed Name: Philip M. Piqueira

Title: Vice President, Global Standards

or behalf of Philip Piqueira



By: \_\_\_\_\_

Printed Name: Gabriel Contreras Saldívar

Title: Chairman