

## UL ENVIRONMENT AGREEMENT

Subscriber No : \_\_\_\_\_

Agreement No : \_\_\_\_\_

Processor ID No: \_\_\_\_\_

(For Internal Use Only)

The terms of this UL Environment Agreement (“ULE Agreement”) effective as of **[DATE]** (“Effective Date”) will apply to all Services to be provided to **[CUSTOMER NAME]** (“Client” or “you”) by UL Environment Inc.(“ULE”) or another company which is either an affiliate or subsidiary of ULE, (“UL Company”). ULE may be identified or referred to in a Quotation as “we” or “us”. “ULE” and “Client” may be collectively referred to herein as “Parties” or individually as “Party.” Your principal place of business is **[ADDRESS, CITY, STATE ZIP, COUNTRY]**.

**1. Services.** ULE will perform testing, verification, environmental certification, claims validation, and/or inspection Services in accordance with your instructions as stated in individual written Quotations we will furnish you from time to time (“Quotations”). The term “Service(s)” means the services that are identified in a Quotation which by its terms incorporates this ULE Agreement. Services will be limited to an assessment of your samples’ conformity to requirements, specifications, and/or protocols you have chosen (“Your Requirements”). Services do not involve any assessment or evaluation to independent safety standards, and ULE and its affiliates undertake no responsibility to make any independent safety assessment of any samples.

Each type of Service has its own specific additional requirements (“Service Terms”) which we may amend from time to time. They are available at <http://ulenvironment.com/> and <http://ul.com/businesses/environment> and will be provided to you in print or electronic format upon request. The capitalized terms used but not defined in this ULE Agreement will have the same meaning as in the applicable Service Terms.

**2. Service Agreements.** This ULE Agreement along with any Quotation for ULE services will constitute your entire agreement with ULE.

**3. On-Site Investigations.** When we deem necessary you will ensure that our representatives shall have safe, secure, and free access to your facilities or at facilities of other parties where the requested services will be performed. Such access will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site 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.

**4. Scheduling, Pricing and Payment Terms.** Any pricing and delivery schedules quoted for Services are estimates only and may be subject to change by us upon review of the Services to be delivered. Before we begin Services, we may require you to make a deposit (to be credited against the total charges). You will pay our fees and related expenses promptly upon receipt of an invoice. You will also be responsible for all taxes, duties or imposts which may be levied by a governmental body other than taxes, and we may add such Taxes to our invoices and collect them from you. You will not deduct any wire or transfer fees or other offsets. We may charge interest at the rate of 1% per month (12% per year), or the maximum legal rate, whichever is less, on all outstanding balances, from the due date until paid in full. You agree to pay reasonable collection costs, including, without limitation, attorneys’ fees, if necessary, in the event of untimely payment or non-payment. If charges are not paid when due, we may deny or withdraw any Services to you.

**5. Your Information.** You represent and warrant that all information or data provided to us by you or on your behalf (“Your Information”) will be complete and accurate, and that, to the extent it contains personal data for which you are a data controller you are in compliance with any relevant data protection laws in furnishing it to us and agree that we may rely upon and process such information, including, without limitation, personal data, when providing you Services. You further represent and warrant that all of Your Information is owned or licensed by you, and does not infringe on the intellectual property rights of any third party. If any of Your Information is either incomplete or inaccurate, we will not be liable for any performance or alleged non-performance of Services. You further understand and accept that we may share Your Information (to the extent permitted by applicable laws and contractual obligations), with other UL Companies, subcontractors or third parties, in order for us to: (i) perform the Services; (ii) conduct surveys for input about us and our Services or the improvement of our Services; (iii) provide additional information about our Services to you including, without limitation, marketing materials, in any media including, without limitation, e-mail, phone or other media, or (iv) act in the interest of public safety.

**6. Confidentiality of Your Information.** Subject to Section 5 above, we will use reasonable efforts to maintain in confidence, and to not disclose to third parties (except to other UL Companies and subcontractors as necessary to perform Services), information that we obtain in confidence from you (“Confidential Information”) without your written consent. Confidential Information, however, does not include information that is (a) already known to us (other than information obtained pursuant to a prior agreement for services); (b) publicly available; or (c) subsequently acquired by us from other sources in a manner that does not constitute a breach of this ULE Agreement. Moreover, we may disclose Confidential Information when (i) deemed in our discretion, to be in the interest of public safety; (ii) required to be produced pursuant to an order or command of any judicial, regulatory, or accreditation authority; or (iii) required by any common law or statutory duty. We will take reasonable efforts to safeguard Confidential Information within our systems before external transmission and may transmit your Confidential Information and data to you through the Internet or any public network, unless otherwise directed in writing by you.

**7. Samples.** If the Services require sample examination, you will ship representative samples to us at your expense. Upon completion of the examination, such samples may be destroyed, unless other arrangements are agreed in writing for the return of samples at your expense. The shipping, testing and sample preparation may damage or destroy any sample and you agree that you will not hold any UL Company liable for any such damage or destruction.

**8. Subcontracting.** You agree that we may subcontract Services to any ULE Company, affiliate or other third parties subject to our requirements. We will provide as a term of any such subcontract that the subcontractor will meet our current qualification requirements, including, without limitation, complying with our confidentiality requirements.

**9. UL and ULE Name or Marks.** One or more of the UL Companies own the rights to a family of trademarks, service marks, certification marks, trade names, logos, domain names, corporate identifiers and other intellectual property rights that contain or include “UL,” “ULE”, UL Environment, “Underwriters Laboratories” and variations and formatives thereof (collectively, the “Marks”). Except for your rights as specifically granted in a written agreement to use the Marks, you have no rights in the Marks. You will cooperate with the UL Companies in maintaining, renewing, enforcing, and protecting the Marks. You will not directly or indirectly challenge the Marks or the UL Companies’ ownership of them. You will not seek to register any of the Marks, or any confusingly similar marks, anywhere in the world. You agree to notify us promptly if you are aware of: (a) any trademark, service mark, or certification mark that conflicts with any of the Marks; or (b) any infringement or misuse involving any of the Marks. You agree that any misuse of the

Marks, or other UL Companies' intellectual property, will cause irreparable harm that cannot be compensated by money.

**10. Export Control.** You represent and warrant that you: (i) will not cause any UL Company to violate any export, trade or other economic sanction law; (ii) will promptly advise us if a project involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (iii) will make payment to us for Services rendered under this ULE Agreement with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

**11. Client Remedies.** We will provide Services in accordance with professional standards of conduct generally applicable to conformity assessment organizations. In the event a tribunal described in Section 19 determines that we have failed to comply with such standards of conduct in providing Services and that such failure directly caused you harm, we will compensate you for such direct harm, PROVIDED, HOWEVER, that the amount of such compensation will not exceed the amount of fees paid by you to us for the specific portion of the Services rendered that directly caused you harm, and that, under no circumstances will we be liable to you for any incidental, consequential, or punitive damages. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 11, WE MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY "IMPLIED WARRANTY OF MERCHANTABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE." For the purposes of this Section and Sections 12, 13, and 20, the term "Services" also includes the conception, development, promulgation, review, publication, modification, withdrawal, interpretation, use, or application of any testing standard or requirement at any time by any UL Company.

**12. Release and Waiver.** YOU WAIVE AND RELEASE ALL OF THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION FOR ANY ALLEGED LOSS, DAMAGE, OR INJURY, OTHER THAN A CLAIM FOR COMPENSATION FROM US PURSUANT TO SECTION 11. THIS EXPRESS RELEASE AND WAIVER COVERS ALL CLAIMS ARISING IN TORT AS WELL AS THOSE ARISING UNDER ANY STATE OR FEDERAL STATUTE, THAT IN ANY WAY ARISE OUT OF, OR RELATE TO, THE SERVICES OR PERFORMANCE OR ALLEGED NON-PERFORMANCE UNDER ANY ULE AGREEMENT.

**13. Indemnification.** YOU WILL INDEMNIFY AND HOLD HARMLESS ALL OF THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS, AND SUBCONTRACTORS FROM ALL LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO, ALL CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO THE DESIGN, TESTING OR DATA PROVIDED BY YOU, OR THE MANUFACTURE, MARKETING, OR SALE OF YOUR PRODUCT(S) OR SERVICES (INCLUDING BUT NOT LIMITED TO YOUR USE OF ANY OF THE MARKS), OR THAT RELATE TO THE SERVICES. YOUR INDEMNIFICATION OBLIGATION INCLUDES, BUT IS NOT LIMITED TO, ALL COMMON LAW, CONTRACTUAL, STATUTORY AND CONSTITUTIONAL CLAIMS OF ANY TYPE. IF ANY UL COMPANY BECOMES SUBJECT TO AN INDEMNIFIED THIRD PARTY CLAIM, IT MAY SELECT COUNSEL AND DEFEND ITSELF AT YOUR EXPENSE.

**14. Our Functions.** You acknowledge and agree that we are not a designer, manufacturer, marketer, seller, endorser, guarantor, or insurer of any product or system of any kind. By providing the Services we are not assuming and we expressly disclaim any obligation – including, without limitation, any duty of care --

toward you or any third party related to the design, testing by entities other than a UL Company, or the manufacture, marketing, or sale of any product(s) or system(s) that you submit to us for Services. You agree that (a) our provision of Services is not intended to supplant your examination and testing of such product(s) or system(s); (b) by our performance of Services, we are not assuming any duty that you have to examine or test the design of such product(s) or system(s), either before or after manufacture or sale; (c) we are not “endorsing,” or warranting the “safety” or performance of, such product(s) or system(s); and (d) in rendering Services, we are not supplying, information for your guidance and conduct of your business.

**15. Our Documentation.** We retain all ownership, rights, title, and interest, in and to any reports, procedures, data, calculations, notes, or other materials in any form conceived, prepared, or generated or originated by any UL Company.

**16. Assignment.** You cannot assign any of your rights or obligations under a ULE Agreement to any other person without our express written consent. We may, upon prior notice to you, assign a ULE Agreement or any of our rights or obligations under a ULE Agreement to any other UL Company.

**17. Termination.** Except as otherwise specifically provided in the Service Terms, a ULE Agreement will continue until terminated by either Party, without cause, upon thirty (30) days’ prior written notice to the other Party. In the event of your material breach of any ULE Agreement with us or any other UL Company, we may immediately terminate any or all ULE Agreements. Your failure or inability to pay your debts and obligations in the normal course of business as well as any filing of a petition in bankruptcy or any similar filing for protection from creditors will be a material breach by you of all ULE Agreements.

**18. Third Party Beneficiaries.** All other UL Companies, including without limitation UL LLC, are intended third-party beneficiaries of each of the ULE Agreements for purposes of enforcing all provisions of the ULE Agreements, other than those provisions that create rights to receive income related to the Services. Except as provided above, each Party intends that no provision of a ULE Agreement will in any way benefit any other third party or accord any third party any rights or remedies.

**19. Waiver or Modification.** Any failure by a Party to insist upon the performance of any provision of a ULE Agreement will not constitute a waiver of any rights or a waiver of any right to future performance of that provision. For any waiver or modification of any provision of a ULE Agreement to be effective, it must be set forth in a writing executed by both Parties’ authorized agents.

**20. Dispute Resolution.** Any dispute or disagreement relating to this ULE Agreement or any Services provided under any such ULE Agreement, will be settled by confidential, binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association (“AAA”) pursuant to the AAA Commercial Arbitration Rules and the Procedures for Large, Complex Commercial Disputes. The arbitration venue will be Chicago, Illinois, except for: (i) your principal place of business is in Europe, the venue will be London, UK; and (ii) Clients whose principal place of business is in Asia, Australia or New Zealand, the venue will be Singapore, Republic of Singapore. The arbitration will be conducted before a panel of three (3) arbitrators. Each arbitrator will be an individual with substantial commercial transactional experience of at least fifteen (15) years in a corporate or judicial legal setting. The arbitration panel will be selected as follows: the Parties will request a list of ten (10) arbitrators drawn from the AAA's panel of commercial arbitrators (to be experienced in and familiar with the AAA's Procedures for Large, Complex Commercial Disputes). From this list, both Parties will each choose one arbitrator. After they have been notified of their panel selection, the two (2) arbitrators will agree on a third arbitrator from the list of ten (10), who will be the chair of the panel, and the panel will be final. The decision of the majority of the arbitrators will be the panel’s decision. The arbitrators will not have the authority to add change, or disregard any term of this

ULE Agreement, award incidental, consequential, or punitive damages (including, but not limited to, loss of use, unjust enrichment, and/or lost profits), or exceed the remedies provided by Section 11 above, or the limitation of liability and release and waiver described in Sections 11 and 12 above. The panel's decision will be binding and judgment on the arbitration award may be entered by a court of competent jurisdiction. Arbitration will be the final remedy for any dispute between the Parties arising out of this ULE Agreement provided, however, that nothing herein shall prevent any UL Company from seeking a court order such as for injunctive relief (in addition to other remedies) to stop or prevent misuse or misappropriation of its Marks, confidential or proprietary information, or infringement of its intellectual property, in a court of law. All arbitrations shall be conducted in English.

**21. Notice.** Any notice to you must be made by hand delivery, courier service, mail, electronic mail or facsimile at your principal place of business. Any notice to us or any other UL Company must be made by hand delivery, courier service, U.S. mail or facsimile c/o UL Environment Inc., attention General Counsel, 333 Pfingsten Road, Northbrook, Illinois, 60062, U.S.A. Notices will be effective upon receipt.

**22. Severability.** If any provision of a ULE Agreement is held invalid, void, or unenforceable the remainder of the ULE Agreement will not be affected, and each remaining provision of the ULE Agreement will be valid and enforced to the full extent permitted by law.

**23. Governing Law/Jurisdiction.** This ULE Agreement or any Services provided under any such ULE Agreement will be governed by the laws of the State of Illinois, United States of America, without reference to its choice of law principles. Subject to Section 19, and without limiting its scope, the Parties consent to the exclusive jurisdiction in the state courts and federal courts of competent jurisdiction in Cook County, Illinois, for any claims or disputes that are determined not to be subject to resolution by arbitration, as provided in Section 20 above.

**24. Insurance.** We reserve the right to require you to produce evidence that you maintain satisfactory insurance coverage for the purpose of meeting your obligations under any ULE Agreement.

**25. Survival of Terms.** The provisions of Sections 4 (Payment Terms); 5 (Your Information), except with respect to the performance of Services; 6 (Confidentiality of Your Information); 9 (UL and ULE Name or Marks); 11 (Client Remedies); 12 (Release and Waiver); 13 (Indemnification); 15 (Our Documentation); 18 (Third Party Beneficiaries); 19 (Waiver or Modification); 20 (Dispute Resolution); and 23 (Governing Law/Jurisdiction) will survive any termination of a ULE Agreement.

**26. English Language.** All documentation relating to a ULE Agreement will be in the English language. Any translations of a ULE Agreement provided to you are for your convenience only and, in all cases, the English language version will govern.

**27. Complete Agreement.** This ULE Agreement constitutes the entire and complete agreement between the parties and supersedes any other communications, representations, or agreements with respect to its subject matter. This ULE Agreement may be modified only in writing if duly executed by authorized persons for both parties. No preprinted additional or different terms or conditions on your purchase orders, invoices, sales or marketing materials, or other business documents including third party agreements shall apply to the Services provided under this ULE Agreement.

**28. Electronic Signature.** This ULE Agreement may be executed and delivered by facsimile, .pdf or by means of other electronic signature and such facsimile; .pdf or other electronic signatures will be deemed to be valid and original.

**29. Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the Party affected, provided that such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented and provided further that the Party hindered or delayed immediately notifies the other Party describing the circumstances causing the delay. This provision shall not act to delay or defer the payment of any sums which may be due and owing.