

ADDITIVE MANUFACTURING FACILITIES CERTIFICATION SCHEME SERVICE TERMS

These Additive Manufacturing (“AM”) Facilities Certification Scheme Service Terms (“Service Terms”) shall govern the provision of facility certification services by the UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms, the Global Services Agreement (“GSA”) between the Parties, and each Quotation or Project Confirmation form the Service Agreement for the certification services. The capitalized terms in these Service Terms, which are not defined herein, shall have the same meaning as in the GSA. In case of any conflict, the terms of the GSA shall prevail.

1) Scope of Service. Services are comprised of documentation review and site inspection of facilities in accordance with UL 3400 – Outline of Investigation for Additive Manufacturing Facility Safety Management (“Services”). The Services are solely for facilities that employ AM technology to produce parts or where parts are manufactured using AM techniques. The Services are not applicable to facilities that utilize only non-additive manufacturing technology, such as subtractive or formative technologies. Facilities may be an entire building or a defined portion therein. A facility which UL Contracting Party has determined is in conformance with the UL Requirements shall be considered to be certified (“Certified Facility”). UL Requirements means, solely for the purposes of these Service Terms, any requirements imposed by UL Contracting Party including without limitation the description, specifications and requirements contained in UL 3400 and the performance requirements applied as a condition of Client’s use of the UL Promotional Badge.

2) Obligations of Client.

- a) Client shall provide UL Contracting Party with advance notice and description of any change related to the Certified Facility with respect to the equipment, materials, processes, facility, and operating personnel which may impact conformance to the UL Requirements. Client agrees that UL Contracting Party, in its sole discretion, reserves the right to not extend the original certification to any future change. Client may seek evaluation and certification for modified facilities under a separate project for an additional fee.
- b) Client shall:
 - i) Provide UL Contracting Party with all documentation, information, and records necessary for the evaluation, certification, and ongoing surveillance of the facility to be certified.
 - ii) Investigate all complaints made to Client regarding the Certified Facility’s compliance with the certification requirements, including the retention of records, taking appropriate action to investigate and respond to such complaints and any non-compliance with the certification requirements, and provision of a record of such actions upon UL Contracting Party’s request.
- c) Client acknowledges and agrees that if a revision to the UL Requirements is adopted, UL Contracting Party shall determine the date by which the certificate related to the

Certified Facility ceases to be valid and shall notify Client in writing, and as soon as is practicable, of such date. Client agrees unconditionally and immediately to comply with any such cancellation notice. Certified Facilities that are subject to cancellation due to changes in requirements are eligible for resubmission, upon request by Client, under the revised UL Requirements.

- d) Client shall provide representatives of UL Contracting Party free, safe, and secure access to the facility to conduct its evaluation. Client shall ensure that Client and any third-party will not attempt to condition the right of UL Contracting Party's representative to obtain free access to any facility upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any safety regulations generally applicable to personnel at the facility.

3) Obligations of UL Contracting Party.

- a) UL Contracting Party shall provide Client with the Services, as specified above and in the Quotation or Project Confirmation. UL Contracting Party will investigate the facility in accordance with the Quotation or Project Confirmation.
- b) UL Contracting Party shall provide Client with confirmation of receipt of any timely notice of any changes to the equipment, materials, processes, facility, or operating personnel and a response that reasonably explains any additional steps that must be taken by Client to maintain certification of the Certified Facility and/or provide the basis for UL Contracting Party's determination to suspend, revoke, or terminate a certification.

4) Certificate. If a facility has been determined to comply with all UL Requirements UL Contracting Party will issue a UL certificate of compliance ("COC") and publicize the certification in UL's Online Certification Database.

5) No Use of UL Marks. The Service does not result in the authorization to use any of UL's Marks.

6) Promoting Your UL Certification. UL Contracting Party will permit Client to make appropriate references to UL Contracting Party through the use of text and a UL Promotional Badge that can be used in promotional or advertising material, including print or electronic media, solely in connection with Certified Facilities; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met:

- a) The promotional or advertising material is in no way inconsistent with UL Contracting Party's findings and/or coverage;
- b) The reference to UL Contracting Party does not bring UL Contracting Party or any UL Company into disrepute and is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverage, and/or its Service;

- c) The reference to UL Contracting Party is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverage, and/or its Service;
 - d) The promotional or advertising material does not in any manner state or imply that UL Contracting Party or any UL Company is in any way (i) "endorsing" the Certified Facility; or (ii) "warranting" or "guaranteeing" any aspect of the Certified Facility;
 - e) The promotional or advertising material does not in any manner state or imply that products manufactured in the Certified Facility are verified or certified by UL Contracting Party or any UL Company, unless such products are covered by a separate Service Agreement.
 - f) The reference to UL Contracting Party and use of the UL Promotional Badge is in strict compliance with UL Contracting Party's marketing and advertising guidelines in place at the time of desired publication.
- 7) Surveillance.** Client acknowledges and agrees that UL Contracting Party's representatives will make periodic visits to the Certified Facility in order to assess the ongoing compliance of the facility to the UL Requirements. All costs associated with surveillance are in addition to any costs quoted by UL Contracting Party for the initial certification of a facility.
- 8) Termination.** In addition to the causes detailed in the GSA, certification may be terminated under the following conditions:
- a) Client's misuse of Certificate, UL Marks, or UL Badge;
 - b) Client's failure to maintain facility compliance to applicable requirements as evidenced during the surveillance activities identified in Section 7;
 - c) Client's failure to provide suitable access to a certified facility;

Upon termination, UL Contracting Party shall remove the Certified Facilities from the public online directory and Client agrees to discontinue the use of all advertising and marketing that contains any reference to the certification.