

DATA CENTER FACILITY INSPECTION CERTIFICATE SERVICE TERMS

These Service Terms shall govern Data Center Facility Inspection Certificate Services ("Services") performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms and the terms of the Global Services Agreement ("GSA") are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Data Center Facility Inspection Certificate Services. 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. Services are comprised of Building Plan Review, Site Inspection Fire/Security/Life Safety/Electrical/Mechanical/Telecommunication/Commissioning validation/ Building Automation System elements as they exist in the building(s) intended for use as data centers ("Data Center Facility") to UL 3223, Data Center Facilities; applicable regional building and fire codes as referenced within UL 3223 for system testing and assessment, and/or other requirements as determined by UL Contracting Party and set forth in the Quotation ("UL Data Center Requirements").

The Services will be comprised of only non-structural designs or systems. The Services are limited to the features and characteristics that can be visually inspected or documents that can be reviewed at the Data Center Facility.

2. Certificate of Compliance. Upon UL's determination that the Data Center Facility is in compliance with the UL Data Center Requirements, the Services shall result in UL Contracting Party issuing a certificate indicating compliance with the UL Data Center Requirements (the "Certificate").

3. Certificate Date. UL Contracting Party will notify the Client in writing of the Certificate Date (the date of written notice from UL Contracting Party to Client that the applicable Data Center Facility complies with UL Data Center Requirements), and the date of the expiration of the Certificate. The certificate is valid for one (1) year. The Client will have the option to renew an expiring certificate for a twelve (12) month period by providing UL a written request at least 30 days prior to expiration of the then-current term but not more than 90 days prior to expiration. Upon the receipt of such request, UL will conduct a review of all pertinent documents for a renewal of the Certificate. On the anniversary of year (4) four of the initial Certificate Date, a full site and equipment review will be conducted.

4. Use of the UL Data Center Certificate

4.1. Copies of Certificate. Subject to the terms and conditions of the Service Agreement, effective upon the Client's receipt of the notification of the Certification Date for a Certified Data Center Facility, the Client is granted the limited, non-exclusive, non-transferable, non-sublicensable authorization to provide copies of their Certificate in its entirety to third parties as evidence of compliance to the UL Data Center Requirements. An electronic copy of the Certificate will also reside on UL's Online Certifications Directory.

4.2. Modifications to the Certificate. Client acknowledges and agrees that UL Contracting Party has the right to modify or replace the UL Certificate from time to time during the

term of the Service Agreement. UL Contracting Party will provide Client an example of the new UL Certificate, and Client must, within thirty (30) days of receipt, begin using such revised UL Certificate for the Certified Data Center Facilities and related materials and phase out of time, but no longer twelve months (12), at its sole cost and expense.

4.3 Use of Names and Marks

The Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use its Marks. Except as otherwise expressly authorized herein or otherwise by UL Contracting Party in writing, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks, or any other form of reference which may be interpreted 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.

4.4 Client authorizes UL Contracting Party to publish its name, Client Marks and other information regarding the Data Center Facility in UL Contracting Party's or another UL Contracting Party's published records.

5. Client's On-Going Certification Audit and Reporting Obligations.

5.1. On-Going Compliance with Procedures. Client agrees to comply with UL Contracting Party's ongoing certification maintenance requirements, including annual certificate renewal audit, documentation review, maintenance records of critical equipment, and re-training of facility staff to the extent such requirements have been provided to Client. Client understands that they will be issued an additional quotation for the renewal of any certificate. Client acknowledges that successful completion of ongoing certification procedures is solely Client's responsibility, and that UL Contracting Party shall not be responsible for any failure of Client to complete audits for any reason, including but not limited to Client's unwillingness or inability to grant access to buildings to the UL Contracting Party in sufficient time to permit the UL Contracting Party to complete such audit. All information submitted by Client in connection with the certificate renewal shall be provided by Client at Client's expense.

5.2. Building Changes/Additional Services. Client will provide written notice to UL Contracting Party of any changes that would impact compliance with UL Data Center Facility Requirements in the facility, facility use, critical data center equipment, or maintenance processes or materials or renovation projects. On an annual basis for so long as Client's certificate is active, Client will provide written confirmation by submission of the renewal notice to UL Contracting Party of any changes made to affirm that no such changes have been made or have occurred.

5.3. Non-Compliance. If, by any Ongoing Certification renewal Audit deadline, (i) any or all Certified Data Center Facilities have not successfully completed Ongoing Certification Audit, (ii) UL Contracting Party has not received full payment of all fees owed by Client, (iii) any Certified Data Center Facility has failed such Audit, affected Certified Data Center Facilities shall become provisionally non-compliant pursuant to the Non-Compliance Procedures.

5.4. Termination or Expiration of the Service Agreement. Upon termination or expiration of the Service Agreement, Client agrees, in addition to that set forth in Section 5 above:

- 5.4.1. To destroy all printed materials, including the Certificate, marketing and promotional materials and advertising referencing UL Certification, and use commercially reasonably its best efforts to cause its agents and distributors to do the same, no later than three (3) months of such expiration or termination, and provide written notice of such destruction to UL Contracting Party;
 - 5.4.2. To cooperate with UL Contracting Party, or its appointed agent, to apply to the appropriate authorities to cancel any recording of the Service Agreement from all records; and
 - 5.4.3. That, as between Client and UL Contracting Party, all rights in the UL Certificate and the goodwill associated therewith shall remain the property of UL Contracting Party.
6. **Access to Facilities:** Client agrees that UL Contracting Party's representatives shall have free, safe, and secure access to facilities where Client's records and products are kept so that UL Contracting Party may perform the requested inspections. Client agrees to provide UL Contracting Party representatives with all safety and other protections required by law for Client's own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party's representatives to obtain free access to a facility shall not be conditioned 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's representative. If any of UL Contracting Party's representatives sign such an agreement, waiver, or release, it shall be considered void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any facility safety regulations, policies and procedures generally applicable to personnel at the facility, to the extent such are provided to UL Contracting Party in advance.