

SECURITY SERVICE INVESTIGATION AND CERTIFICATE SERVICES SERVICE TERMS

These Service Terms shall govern the Security Service Investigation and Certificate Services performed by UL Contracting Party (“we”, “our”, or “us” as the context requires), as identified in the Quotation or Project Confirmation; and set out your responsibilities and obligations as a Client (“you” or “your” as the context requires). 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 Security Service Investigation and Certificate Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

A. Security Service Investigation Services.

1. **Scope of the Services.** These Service Terms govern your relationship with us as: (a) an “Applicant,” who makes sample security service accounts, processes and supporting facilities, and personnel (“Security Service”) available to us for a “Security Service Investigation” designed to assess the Security Service’s conformity to applicable requirements, including, but not limited to, any applicable Underwriters Laboratories Inc. or other local, regional or internationally recognized standards; (collectively, “UL Requirements”). (b) a “Service Center” who is the party responsible for delivering Security Service to be covered by these services; and/or (c) a “Listee,” whose name is listed in our published records in connection with the Security Service covered by our services. Before we provide your Security Service with our Certificate of Compliance, the Applicant must provide us with the intended Listee’s company name and address (if different from that of the Applicant), the name of the Service Center(s) for the Security Service, and the addresses of the locations from which Security Service is being delivered. (each, a “Service Center Location”). Listee authorizes us to publish its name and other information regarding the Security Service in our published records.

“Subscriber” shall refer to a Client acting as an Applicant, Service Center, or Listee, unless otherwise indicated. We will not establish or maintain any services with you, unless all necessary and appropriate Applicants, Service Centers, and Listees have entered into, and comply with the terms of, all applicable Service Agreements.

The Services requested by you for specific projects shall be set out in individuals Quotations or Project Confirmations.

2. **Security Service Investigation.** A Security Service Investigation includes without limitation the following (a) evaluation of installed equipment; (b) evaluation of the Security Service’s records, delivery processes, accounts, supporting facilities, physical location(s), monitoring station(s) and personnel, as appropriate for the Service under investigation; and (c) tests of the Security Service’s delivery process for conformity with UL Requirements. The purpose of this testing and examination is for us to determine whether or not the Security Service conforms to UL Requirements and whether or not the Security Service might be eligible to receive our Certificate of Compliance. If no prescribed Security Service delivery criteria exist for the Security Service, we may, but are under no obligation

whatsoever, to develop and establish such standards and criteria as are necessary to assess the Security Service. If we choose, in our sole discretion, to formulate any such standards and/or criteria, we will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. Subscriber expressly agrees that our liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of any Service Agreement. If we determine, in our sole discretion, that Subscriber's Security Service is eligible to receive our Certificate of Compliance, we will permit Subscriber to use the applicable Certificate of Compliance and request Security Service Certificates for service delivered to the Subscriber's customers according to the terms of any Service Agreement.

3. **Estimated Schedule.** Subscriber acknowledges and agrees that each Security Service Investigation is unique and that the timing of each such investigation will vary, depending upon the nature of the particular investigation and upon the findings resulting therefrom. If appropriate, we will provide Subscriber with an estimated time schedule in the Quotation. This schedule is only an estimate. Subscriber hereby expressly waives, releases, and exempts UL Contracting Party and any other UL Company and its trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any and all liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on the part of UL Contracting Party or any other UL Company to perform any Security Service Certificate Services under any Service Agreement within the time period set forth in any estimated time schedule that we may provide to you.
4. **Compliance with UL Requirements.** Subscriber expressly agrees that if, following a Security Service Investigation, in our sole discretion, we determine that Subscriber's Security Service is eligible for our Certificate of Compliance, Subscriber will at all times thereafter comply with the applicable UL Requirements, including, but not limited to: (a) the description, specifications, and requirements contained in the UL Requirements; and (b) the UL or other standard(s), if any, applicable to the Security Service. Client agrees to use our Certificate of Compliance solely according to the terms of any Service Agreement.
5. **Security Service Information.** Subscriber acknowledges its willingness to support our public safety mission and that, as the provider to you of our Certificate of Compliance and our Security Service Certificates, we are entitled to receive information received, developed or collected by you regarding the field performance of the Security Service eligible to receive our Certificate of Compliance and/or covered by a Security Service Certificate. Accordingly, Subscriber will promptly notify us in writing: (i) when your Security Service fails to meet any of the following: (a) UL Requirements; (b) the published Standard(s), if any, applicable from time to time to the Security Service; and/or (c) the performance requirements applied as a condition of Subscriber receiving our Certificate of Compliance for its Security Service; and/or (ii) when you have found or have received a report that your Security Service could create a substantial hazard to users. Subscriber agrees to make available to us for inspection and copying all documents, test results, and other information related to i-ii above, keep a record of all complaints made known to you relating to your Security Service's compliance with UL Requirements, and to make these records available to us

when requested. Subscriber agrees to take appropriate action to respond to such complaints, and any noncompliance with UL Requirements and to keep a record of such actions. Subscriber agrees that we may share such information with our affiliates and subcontractors worldwide. Subscriber further agrees that it will cooperate with and assist us in connection with our investigation of any affected Security Service and Subscriber will undertake any such corrective action, where, in our sole opinion, such action is in the best interests of public safety.

6. **Revisions to, or Withdrawal of, UL Requirements.** Subscriber acknowledges and agrees that if a revision to an applicable UL Requirement is adopted or if an applicable UL Requirement is withdrawn during the term of this Agreement, we shall, in our sole discretion, determine the date by which Subscriber must cease using our Certificate of Compliance and Security Service Certificates in connection with its Security Service (“the termination date”) and we shall notify Subscriber in writing as soon as is practicable of such date (“the termination notice”). Subscriber unconditionally agrees to comply with the terms of any such termination notice. If an applicable UL Requirement is revised, Subscriber must pay any applicable testing and examination fees as though Subscriber is submitting its Security Service to us for the first time for eligibility to receive our Certificate of Compliance for such Security Service. If, on the other hand, Subscriber’s Security Service does not conform to any new or revised UL Requirement, or if the UL Requirement is withdrawn entirely, Subscriber acknowledges and agrees that it will lose any coverage for its Security Service, and Subscriber must cease using the our Certificate of Compliance and Security Service Certificates with respect to its Security Service, on the termination date.

B. Security Service Certificate Services.

1. **Eligibility of Subscriber’s Security Service for Coverage by UL Security Service Certificates.** Upon our determination that Subscriber’s Security Service(s) is/are eligible to receive our Certificate of Compliance, we enable Subscriber’s ability to request and receive Security Service Certificates for Subscriber’s customers of its choosing. A Security Service Certificate is a declaration by you that your delivery of security services to your customer specified on the Security Service Certificate is in compliance with UL Requirements. Security Service to a customer covered by a Security Service Certificate will be enrolled in Certificate Services and be eligible for random audit selection.
2. **Certificate Services.** You acknowledge and agree that our representatives will periodically audit delivered Security Services covered by any or all Security Service Certificates in your name, including but not limited to inspection of selected records, processes, Service Center facilities, monitoring stations and your customer’s properties as specified on Security Service Certificates to determine if the Security Services comply with UL Requirements. Live tests of Security Service delivery may be conducted as part of any such examination of your customer’s properties.
3. **Access to Facilities.** Subscriber acknowledges and agrees that our representatives shall have free, unannounced, immediate, safe, and secure access to your facilities from which Security Services are delivered, during normal business hours and/or when the facilities are actually in operation. Subscriber

agrees to coordinate access to any of your customers' properties selected for on-site examination. We acknowledge that examination of your customer's properties requires coordination with your customer and that under routine circumstances, we will work with you to schedule visits to your customers' properties in advance of our arrival. Subscriber also agrees to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations. Subscriber shall not attempt to condition the right of our representatives to obtain free access to a factory and/or storage 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 our representative signs such an agreement, waiver, or release, it shall be considered void *ab initio* and shall be of no force and effect. We shall, however, direct our representatives to exercise reasonable care to comply with any safety regulations generally applicable to personnel at any such facility.

- 4. Non-compliant Security Service.** If our representative's audit discloses features that, in the sole opinion of our representative, do not conform to UL Requirements, the Service Center(s) must correct such items within a time period we designate, or cancel all Security Service Certificates identified as non-conforming. Subscriber acknowledges its willingness to support our public safety mission and authorizes us to share non-compliant service findings with public regulatory authorities, private risk managers, insurance carriers or other stakeholders named on or associated with Security Service Certificates, in a manner and under conditions described in UL Requirements. If a Service Center disagrees with our representative regarding whether Service to its customer property is eligible to be covered by a UL Certificate, the Service Center may appeal the representative's decision and defer Certificate cancellation pending decision by us in any such appeal.
- 5. Limitation of UL's Liability for Security Service Certificate Services.** Subscriber expressly acknowledges and agrees that our Security Service Certificate Services include, without limitation, our representative's examination of the facilities from which the Covered Service is provided and our representative(s)' examination or testing of Service to randomly selected customer properties named on Security Service Certificates does not in any way relieve you of any responsibility for the installation, service, maintenance, testing, signal monitoring, signal response, marketing, and sale of the your Security Service. Rather, you acknowledge and agree that Security Service Certificate Services are designed solely to serve as a check on the means that the Service Center(s) is/are using to determine the continued conformity of the Security Service to UL Requirements. You further acknowledge and agree that Security Service Certificate Services are designed to supplement, and not to supplant, your own efforts to examine and to test your Security Service. You agree to maintain appropriate testing and measuring equipment at your facilities. You will ensure that the testing and measuring equipment is properly calibrated and will maintain appropriate records of calibration for your equipment. You will make your calibration records and your testing and measuring equipment available to our representative during an audit as appropriate for the applicable Service.

C. Fees and Expenses

1. **Security Service Investigation Fees.** We will establish a fee for each Security Service Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to Client. Unless we expressly agree in writing otherwise, we will bill Applicant for all Security Service Investigation fees. These fees shall cover one examination and one set of such tests as we determine are appropriate for the Security Service (not including testing of additional installed equipment samples, retesting the Security Service if its delivery processes have been modified, or reimbursable expenses), as well as the preparation of a report. We shall not exceed the agreed fee without written authorization from Applicant.
2. **Security Service Certificate Services Fees.** Unless we expressly agree in writing otherwise, we will bill the Service Center for the program requirements at our then-current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Security Service Certificate Services charges may vary, depending upon the nature and extent of the necessary audit, inspection, examination, and testing that we may undertake, including any costs resulting from the failure of Security Service to conform to UL Requirements or from insufficient Service Center quality control procedures. Charging of such costs shall not limit our other remedies for such nonconformity.
3. **Corrective Action for Security Service Investigation Fees.** Unless we expressly agree in writing otherwise, we will bill Applicant at our then-current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the UL Certificate and/or by any failure of a Security Service to conform to (a) the description, specifications, and UL Requirements contained in the program requirements; and (b) the published Standard(s), if any, applicable to the Security Service.
4. **Expenses.** Unless we expressly agree in writing otherwise, we will bill Subscriber for all reimbursable expenses associated with a Security Service Investigation, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of our reports and other documents.

D. UL Certificate

1. **Subscriber's Use of Security Service Certificates.** Subscriber agrees that its use of our Security Service Certificates constitutes its declaration and representation that the Security Service has been installed, and will be maintained, in conformity with all applicable UL Requirements. Subscriber further expressly agrees and warrants that it is solely responsible for its use of any Security Service Certificates and that it will, through proper inspection, examination, testing, service maintenance, operation and/or otherwise, periodically confirm that any of the Security Services that are covered by our Security Service Certificates have been and are being delivered in conformity with UL Requirements.

2. **Misuse of UL Name or Certificate.** Subscriber acknowledges and agrees that the delivery or promotion of any Security Service which refers to the UL Contracting Party or any other UL Company, could mislead third parties if such Security Service is not in fact eligible to be covered by a Security Service Certificate and/or does not comply with UL Requirements (including, without limitation, the applicable Standards), and/or if our Security Service Certificates are used in any way other than as provided in any Service Agreement and in the applicable UL Requirements. Subscriber acknowledges and agrees that any such use of the UL Contracting Party name or the name of another UL Company would constitute a “misuse” under the terms of any Service Agreement. Subscriber expressly agrees that any misuse of the UL Contracting Party name or any other UL Company will subject Subscriber both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement and in Paragraphs E.1 - E.3, below.

3. **Use of Name and Marks in Advertising and Promotional Materials.** Subject to the terms and conditions of this Agreement, we will permit Subscriber to make appropriate references to UL Contracting Party’s name or the name of another UL Company as authorized from time to time in writing by us in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with the Security Service; PROVIDED THAT, in our sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverages; (b) the reference to Underwriters Laboratories Inc., UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of our findings, coverages, and/or these Security Service Certificate Services; and (c) the promotional or advertising material does not in any manner state or imply that we are in any way (i) “endorsing” the Security Service; or (ii) “warranting” or “guaranteeing” any aspect of the Security Service, its performance, “security” and/or its “safety.”

E. Termination.

1. **Immediate Termination Events.** In the event that Subscriber defaults on any of its obligations under any Service Agreement, including, but not limited to, any misuse of any UL Certificate, as defined in Paragraph D.2. above, we may, in our sole discretion, immediately terminate or suspend, the right of any Subscriber’s to use our Certificate of Compliance and/or Security Service Certificates in connection with their Security Service related to such default, and any and all rights or authorities conferred upon Subscriber by virtue of any Service’ Agreements, including any right to use any Certificate of Compliance or Security Service Contracts in connection with any Security Service, without prejudice to any other rights or remedies that we might have.

2. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Subscriber’s Security Services become ineligible for our Certificate of Compliance we shall immediately disallow Subscriber to use our Certificate of Compliance and Security Service Certificates on such ineligible Security Service and shall terminate Subscriber’s rights and authorities under any Service Agreement with respect to such Security Service, pursuant to a termination notice.

3. **UL’s Actions Upon Termination.** Upon any termination of any Service Agreement, we may, among other things, (a) discontinue any service on any of Subscriber’s Security Services, effectively removing them from our online Certifications Directories, (b) in our records, change the status of all your Security Service Certificates that are currently “active” to “cancelled”, effectively removing them from any public searches for “active” Security Service Certificates. Subscriber expressly agrees that, on or before the termination date, as defined in Paragraph E.2., above, it will cease using any Security Service Certificates on, or in connection with, any Security Service addressed in the termination notice, including any reference to UL Contracting Party’s name or another UL Company, in the marketing, promotion, and/or advertising of such Security Services.