

SERVICE TERMS: IDENTITY MANAGEMENT AND SECURITY (IMS) CERTIFICATION TERMS

These Identity Management and Security (“IMS”) Certification Service Terms (“Service Terms”) shall govern the provision of IMS certification services by the UL Solutions 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 certification services (“Services”) as further identified in a Quote or Project Confirmation. These Service Terms shall apply to all Client sites that are documented in the scope of the Services. The capitalized terms in these Service Terms, which are not defined herein, shall have the same meaning as in the GSA.

1. Scope and Services.

- a. The Services are designed to investigate the following products (“Products”):
 - i. The cybersecurity of network-connectable goods, including software and firmware.
 - ii. The cybersecurity design and maintenance capabilities of an organization.
 - iii. The cybersecurity processes for developing and maintaining goods of an organization.
 - iv. Information security management systems (ISMS).
- b. Services may result in certification of the Product if the following is met, as applicable:
 - i. Applicable testing, audits, and assessments are completed and passed.
 - ii. Product samples, documentation, and information have been provided and assessed to be adequate by the UL Solutions Contracting Party.
 - iii. The Product meets the requirements of the identified technical standard(s).
 - iv. The Client is in compliance with their obligations detailed herein, Obligations of the Client.

The Services are not intended to identify any vulnerabilities or weaknesses that may arise from the incorrect or inadequate configuration, manufacture, installation, integration, maintenance, or removal of a Product, whether standalone or in combination with any other goods or service. The Services do not cover investigation of functional testing of a Product and do not address whether the Product functions as designed, unless specifically stated in the Quotation or Project Confirmation. The Services also do not address vulnerabilities or weaknesses that arise from physical loss, destruction, tampering, damage, extreme weather conditions, or the incorrect or inadequate configuration, manufacture, installation, integration, maintenance, or any other harm. Private labeling is addressed in the Private Labeling provision.

2. Obligations of the Client.

- a. The Client shall provide the UL Solutions Contracting Party with all requested information, documentation, and samples, including, but not limited to, configurations, specifications, security risk analysis files, processes, procedures, production samples or near equivalent, or other information related to the Product for certification prior to scheduled certification under any Quotation or Project Confirmation.
- b. The Client shall, when applicable, backup all data, programs or other files before testing begins on their servers/system. The Client acknowledges and accepts that the UL Solutions Contracting Party shall not be liable for any loss of data or business interruption that may result from the Services.
- c. If a Product earns certification, for the period of the valid certification:
 - i. The Client shall always fulfill the certification requirements.
 - ii. The Client shall provide the UL Solutions Contracting Party with notice of any hardware/software changes to the Product or operating system, development environment, or similar that could affect the certification. Such notice shall include a technical description of the Product change, modification or deletion. The Client agrees that the UL Solutions Contracting Party, in its sole discretion, reserves the

right to not extend the original Product certification to any future Product change, modification or deletion. The Client may seek certification for modified Products.

- iii. The Client shall provide the UL Solutions Contracting Party with timely notice of any security vulnerability, weakness, or defect in a Product certified for cybersecurity that is identified by the Client or becomes known to the Client that has gone through the Client's risk management framework as defined in the applicable standard and requires a mitigation or fix to address the vulnerability, weakness or defect. For each such security vulnerability, weakness, or defect, such notice shall include: a technical description of and proof of concept for the vulnerability, weakness or defect; steps taken by the Client to mitigate the vulnerability, weakness or defect; and whether such mitigation was fully effective. For the purpose of these Service Terms, "timely notice" means no longer than:
 - A. Sixty (60) days from the date the security vulnerability, weakness or defect is identified by or becomes known to the Client, provided that during such time period, the Client has been diligently investigating the vulnerability, weakness or defect; or
 - B. Thirty (30) days after the vulnerability, weakness or defect has gone through the Client's risk mitigation framework and requires a mitigation or fix.

The Client agrees that the UL Solutions Contracting Party, in its sole discretion, reserves the right to suspend, revoke, and/or terminate a certification granted under these Service Terms, should the Client fail to notify the UL Solutions Contracting Party or inadequately mitigate any security vulnerability, weakness or defect, in the sole view of the UL Solutions Contracting Party.

- iv. The Client shall provide the UL Solutions Contracting Party with timely notice of matters that may affect the capability of the Product, specifically any certified management system to continue to fulfill the requirements of the standard to which it was certified. These include, for instance:
 - 1) The legal, commercial, organizational status or ownership.
 - 2) Organization and management (e.g. key managerial, decision-making, or technical staff).
 - 3) Contact address and sites.
 - 4) Scope of operations under the certified management system.
 - 5) Major changes to the management system and processes.
- v. The Client agrees to keep a record of all complaints made known to the Client regarding the Product's compliance with the certification requirements, take appropriate action to investigate and respond to such complaints and any non-compliance with the certification requirements, and provide a record of such actions upon the UL Solutions Contracting Party's request.
- vi. The Client agrees that certification of the Product shall be applicable solely for the period stated on the certificate. Certification may be withdrawn or cancelled earlier:
 - A. If the Service Agreement is terminated for any reason.
 - B. If the certificate or authorized Mark or promotional Badge is used contrary to the Service Agreement.
 - C. If references to UL Solutions and to UL Solutions certification are contrary to the Service Agreement.
 - D. If all fees and expenses are not paid when due.
 - E. If the Client fails to comply with ongoing surveillance activities or to correct a nonconformity within the timeframe determined by the UL Solutions Contracting Party.
 - F. If the Client otherwise breaches the GSA or Service Agreement.
 - G. Based on a request from the Client.
 - H. If permission to use the certificate, Mark, or promotional Badge or otherwise advertise the Product's certification is withdrawn for any other reason, including without limitation, subsequent changes in the actual relevant regulations and certification requirements.

- vii. The Client acknowledges and agrees that if a revision to an applicable requirement is adopted, or if an applicable requirement is withdrawn, the UL Solutions Contracting Party shall determine the date by which the certification related to the certified Product(s) ceases to be valid and shall notify the Client in writing, and as soon as is practicable, of such date. The Client agrees unconditionally to comply with any such cancellation notice. Products that are subject to cancellation due to changes in requirements are eligible for resubmission, upon request by the Client, under the revised requirements.
- viii. The Client shall support the investigation of any complaints about the Product received by UL Solutions Contracting Party, as they relate to compliance with the certification requirements.
- ix. The Client shall only make claims regarding certification consistent with the scope of certification.
- x. The Client shall not use the certification in such a manner as to bring the certification body into disrepute and shall not make any statement regarding the certification that the UL Solutions Contracting Party may consider misleading or unauthorized.
- xi. The Client shall not allow reference to its Product certification, specifically a management system to be used in such a way as to imply that the UL Solutions Contracting Party certifies any other Client goods, service, or process not explicitly included in the scope of certification.

3. Obligations of the UL Solutions Contracting Party.

- a. The UL Solutions Contracting Party shall provide the Client with the Services as elected by the Client in the Quotation or Project Confirmation. UL Solutions Contracting Party will investigate the Product based on the Client's attestation of intended use and configuration of the Product and/or in accordance with the Client's instructions as described in a Quotation or Project Confirmation. Testing reports shall be provided to the Client within thirty (30) days of the completion of testing. Certification determinations shall be provided to the Client within ninety (90) days of the completion of testing or evaluation.
- b. The UL Solutions Contracting Party shall provide the Client with confirmation of receipt of any advance notice of any Product change, modification or deletion related to a certified Product and provide a reasonable basis for why the Product change, modification or deletion will or will not be considered to be covered by the original certification. If advance notice is not given by the Client, but a Product change, modification or deletion occurs, the Product with the change, modification or deletion shall not be certified.
- c. The UL Solutions Contracting Party shall provide the Client with confirmation of receipt of any timely notice of any security vulnerability, weakness or defect and a response that reasonably explains any additional steps that must be taken by Client to mitigate/cure any security vulnerability, weakness or defect in order to maintain a certification of the Product and/or provides a reasonable basis for the UL Solutions Contracting Party's determination to suspend, revoke or terminate a certification. If timely notice is not given by the Client, but a security vulnerability, weakness or defect becomes known to the UL Solutions Contracting Party, then the UL Solutions Contracting Party shall send a letter to the Client, providing thirty (30) days' notice for the Client to report, mitigate and/or cure the security vulnerability, weakness or defect to the UL Solutions Contracting Party's sole satisfaction, as a condition of maintaining the certification.

4. Third Party Tools and Documentation. The Client agrees that the UL Solutions Contracting Party, in the performance of these Services, may use reasonably available tools provided by third-party vendors and those tools may produce reports, data or other materials. The Client is prohibited from distributing such reports or other materials to third parties without the UL Solutions Contracting Party's prior written consent.

5. Personnel. UL Solutions Contracting Party will be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, Client will not actively solicit the employment of UL Solutions Contracting Party personnel involved directly with providing the Services to Client.

6. Certificates, Marks, and Brands.

- a. **UL Solutions Contracting Party's Ownership.** Client acknowledges and agrees that UL Solutions Contracting Party or another UL Company owns or has rights to several Marks, including, without limitation, "UL Solutions," "UL," and "Underwriters Laboratories". Client expressly agrees not to use UL Solutions Contracting Party's or any other UL Company's name, or any abbreviation, symbol, or Mark thereof, on, or in conjunction with Client's Product, containers, marketing materials or packaging, unless and until expressly

authorized by UL Solutions Contracting Party, and then only in the form or manner specified by UL Solutions Contracting Party in writing. Client further agrees that UL Solutions Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks or reference to UL Solutions Contracting Party or any other UL Company, by Client.

- b. **Certificate.** Certification under the Services will result in the issuance of a certificate that may authorize the use of a Mark and promotional Badge as described in these Service Terms. If Client provides copies of the certificate to others, the certificate shall be reproduced in its entirety.
- c. **Mark.** When so authorized by UL Solutions Contracting Party, Client may use a UL Solutions' Mark for all certified Products in accordance with UL Solutions' Promotion and Advertising Guidelines.
- d. **Promotional Badge.** When so authorized by UL Contracting Party, Client may use a UL Promotional Badge for marketing purposes for all certified Products in accordance with UL Solutions' Promotion and Advertising Guidelines.
- e. **Client's Use of UL Mark and Promotional Badge.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of a Product utilizing a Mark or promotional Badge, or a deception referring to UL Solutions Contracting Party or any other UL Company, could mislead third parties if such Product is not, in fact, covered by this Service and/or does not comply with the Service requirements, and/or if the Mark or promotional Badge is used in any way other than as provided in the Service Agreement. Client acknowledges and agrees that any such misuse of the UL Solutions Contracting Party's, or any other UL Company's name, or Mark or promotional Badge would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of any UL Company's name or Mark or promotional Badge will subject Client to both liability for breach of contract and the remedies for such breach set forth in the Service Agreement.

7. Termination. Upon termination of the Service Agreement as described in the provision for Obligations of the Client, Client expressly agrees that, on or before the termination date, Client will cease using the Mark, Badge, or any reference to UL Solutions Contracting Party or another UL company, in the marketing, promotion, and/or advertising in connection with any covered Product(s) addressed in the termination notice.

8. Disclaimers and Indemnification.

- a. The Client acknowledges and agrees that any errors, flaws, vulnerabilities, or weaknesses in the Client's Products may not be discovered or identified by the UL Solutions Contracting Party through the Services described herein.
- b. The Client acknowledges and agrees that certification by the UL Solutions Contracting Party does not constitute any representation as to the security of the Product, its ability to withstand attacks from an outside actor, the ability of the Product to protect or secure assets to which it is connected, and the ability of the Client's capabilities to prevent the aforementioned concerns.
- c. The Client acknowledges and agrees that the UL Solutions Contracting Party may use tools from third-party vendors while performing Services, and the Client and each Private Label Client agrees that the UL Solutions Companies are not liable for accuracy, completeness or flaws the tools may provide in generation of the Services.
- d. The Client acknowledges and accepts the risk that some of the testing tools the UL Solutions Contracting Party may use have the potential to cause the Client's servers/systems to fail, error out or become otherwise unavailable.
- e. The Client acknowledges and agrees that the UL Solutions Contracting Party cannot and does not provide any guarantee or warranty that the Client's Products will not be vulnerable, susceptible to exploitation, free from hacking, or eventually breached.
- f. The Client acknowledges and agrees that it, and not the UL Solutions Contracting Party, is solely responsible for the security of its Products and that the UL Solutions Contracting Party's provision of the Services does not in any way relieve the Client of any responsibility for the design, manufacture, testing, marketing, sale, and security of the Client's Products. The Client further acknowledges that the Services are meant to supplement, and not supplant, the Client's own efforts to examine and test its Products.

- g. The Client agrees to indemnify and hold harmless the UL Solutions Companies and their trustees, directors, officers, employees, members, Affiliates, agents, and subcontractors (each an "Indemnified Party") from all losses and expenses (including reasonable attorneys' fees) arising out of, or related to the potential or actual compromise of the security of the Client's Product and for any claims arising out of or related to intellectual property infringement of or by the Client's Product.
- 9. Private Labeling.** This section applies when a Product certified under these Services is manufactured by the Client for marketing under the name of another company ("Private Label Client"). Subject to this Section and the other terms and conditions of these Service Terms, the Private Label Client will be issued a certificate in its name based on the certificate issued to the Client under the provision Certificates, Marks, and Brand. This Private Label Client is included in UL Solutions Contracting Party's Online Certification Directory and published records with no visible link to the Client.
- a. Requirements. In order for a Private Label Client to receive a certificate the following must be met:
- i. All requirements under these Service Terms for the Product to have earned certification and the Client to have received the certificate under the provision Certificates, Marks, and Brand.
 - ii. A Private Label Authorization Form must be completed and signed by both the Client and the Private Label Client. The Client and Private Label Client shall execute one or more Private Label Authorization Forms to authorize the private label relationship and identify which of the Client or Private Label Client shall manage the relationship ("Private Label Manager") with UL Solutions Contracting Party.
- b. Price. The Private Label Client must pay an initial set-up fee and a fee for each certificate for the private label service. Pricing is subject to change at UL Solutions Contracting Party's discretion without notice.
- c. Management of Private Label Relationship. All requests pertaining to the certifications covered by the Private Label Authorization Form will be submitted to UL Solutions Contracting Party by the Private Label Manager. The Private Label Manager may provide information and requests to UL Solutions Contracting Party on behalf of both the Client and the Private Label Client. The Private Label Client agrees that the Private Label Manager may submit private label certificate requests to UL Solutions Contracting Party on behalf of the Private Label Clients and understands that UL Solutions Contracting Party will notify all parties involved when any such requests are processed. The Private Label Manager shall be authorized to make requests for private label certificates according to the Scope of Authorization chosen in the Private Label Authorization Form. The Private Label Manager shall inform UL Solutions Contracting Party in writing of the name of the Client, name of Product(s), and identifying catalog, model, or other Product designation, and specify the Private Label Client's company name, the name of the Product(s), and identifying catalog, model, or other Product designations for which private labeling is desired.
- d. Private Label Authorization Form. UL Solutions Contracting Party reserves the right to accept or reject a Private Label Authorization Form and any private label certificate requests outside the scope of the Service Agreement. UL Solutions Contracting Party's notification to the Private Label Client that private label service has been established will constitute UL Solutions Contracting Party's acceptance of the Private Label Authorization Form. The Private Label Authorization Form is attached to and incorporated into the Service Agreement. Either the Client or Private Label client may terminate the private label relationship at any time with or without cause upon not less than thirty (30) days' written notice to the other party and to the UL Solutions Contracting Party.
- e. Product Requirements.
- i. A Product for which private labeling is requested must be completely identical to and shall not differ from the Client's Product that has achieved certification under these Service Terms.
 - ii. If the Client requests private label authorization for an organizational capability implemented at an Affiliate, then the Client will need to demonstrate to UL Solutions that the capability for which private labeling is requested has been implemented by the Affiliate.
- f. Use of Certificate. The private label relationship shall not result in UL Solutions Contracting Party issuing any certification apart from the certification for the Client's Product(s) for which private labeling is sought. The Private Label Client's authorization to use a private label certificate may be withdrawn by UL Solutions Contracting Party if the Client's Product certification is withdrawn or if the Client or Private Label Client violates any of the terms of the Service Agreement.

- g. Affiliate. For purposes of this private label section, "Affiliate" means:
- i. An entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of the Client, or
 - ii. An entity that, directly or indirectly, controls, is controlled by, or is under common control with, the Client; where "control" means the power to direct or cause the direction of an entity's affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise (and "controls" and "controlled" will be construed accordingly).