

SERVICE TERMS: KEYMARK SERVICES

These Service Terms shall govern Keymark Certification Services performed by UL Solutions Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate UL International Italia S.r.l. ("UL IT") ("we", "our" or "us" as the context requires); 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 Keymark Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

A. Keymark Testing and Certification Services

1. **Scope of the Services.** These Service Terms govern your relationship with us as:
 - a. An "Applicant," who submits Product[s]" to us for a "Product Investigation" designed to assess:
 - i. The Product's conformity to applicable "Keymark Requirements," including, without limitation, program requirements, any applicable European Technical Specifications (e.g. European Norm ("EN") standard[s]) and any applicable Keymark Factory Production Control Assessment Service requirements (collectively, "Keymark Requirements").
 - ii. The eligibility of such Product(s) for the Keymark Certificate and Keymark Factory Product Control Assessment Service ("Keymark Service").
 - b. A "Manufacturer," who carries out control in such stages of the manufacture, assessment, verification, handling, and storage of a Product and has responsibility for continued compliance of the Product with the Keymark Requirements.
 - c. A "Production Site", that serves as the location at which the Product, covered by the Keymark Service, is produced, or assembled and covered by the Keymark Factory Production Control Assessment Service requirements.

Before we establish Keymark Service for any Product, the Applicant must provide us with the name and address of the Product Manufacturer and the Production Site(s) where the Product is to be manufactured or assembled. "Subscriber" shall refer to a Client acting as an Applicant, Manufacturer, or Production Site unless otherwise indicated. No Keymark Service will be established or maintained unless all necessary and appropriate Applicant, Manufacturer and Production Site(s) have entered into and comply with the terms of all applicable agreements with us.

2. **Product Investigation.** A "Product Investigation" consists of the following:
 - a. Our performance of investigation on samples of a Product, in accordance with Keymark Requirements.
 - b. The review of test reports by KEYMARK recognized laboratories. If provided by the Applicant or by the Manufacturer, UL IT reserves the right to reject the use of these results.
 - c. Our evaluation of Product construction criteria by our examination of samples of the Product, in accordance with Keymark Requirements.

The purpose of such testing and investigation is to determine whether representative Product samples conform to Keymark Requirements and whether the Product might be eligible for Keymark certification. If we determine, in our sole discretion, that submitted Products are eligible for Keymark Service, we will issue a Keymark Certificate to the Applicant (at which time the Applicant will be referred to on the Keymark Certificate as "Certificate Holder") that permits you to use the Keymark according to the terms of these Service Terms. For the purposes of this Service Terms, the term Keymark shall include both the Keymark Certificate and the Keymark Mark.

3. **Compliance with Keymark Requirements.** You expressly agree that after we perform a Product Investigation, if in our sole discretion we determine that a submitted Product is eligible for Keymark Service, you shall at all times thereafter comply with the applicable Keymark Requirements, including, but not limited to:

- a. The description and specifications contained in the related Keymark investigation reports.
- b. The European Technical Specification (e.g. European Standard(s) ["EN Standard(s)"]), if any, applicable to the covered Product.

You agree to use the Keymark solely according to the terms of the Service Terms and in accordance with the Keymark Certificate.

You shall promptly notify us of any intended changes that may affect your ability to conform to the Keymark Requirements.

If you provide copies of the Certification Documentation to others it shall be reproduced in its entirety.

4. **The validity of the Keymark Mark.** The Keymark Certificate is valid for ten (10) years from the date of issuance, but may be withdrawn earlier by us if:
 - a. The Service Agreement terminates for any reason.
 - b. Production of the certified Product ceases or the Product is modified without notifying us.
 - c. The Keymark Certificate or Keymark is used contrary to the terms of the Service Agreement; we withdraw permission to use the Keymark for any other reason, including subsequent changes in Keymark Requirements.
 - d. All fees and expenses are not paid when due.
 - e. The Production Site does not fulfill the requirements of the Keymark Factory Production Control Assessment Service.
 - f. Not permitted access to the Production Site(s) for which the Keymark Certificate is authorized.
 - g. If based on the request from the Applicant.
5. **Product Information.** You acknowledge your willingness to support our public safety mission and that, as the certifier of your Products, we are entitled to receive information received, developed, or collected by you regarding the field performance of Keymark certified Products. Accordingly, you will promptly notify us in writing:
 - a. When you notify a relevant authority of potential field hazards.
 - b. When your Product fails to meet any of the following:
 - i. The description and specifications contained in the Keymark assessment reports or Keymark Certificate.
 - ii. The Keymark Requirements.
 - c. When you have found or have received a report that your Product could create a substantial hazard to users. You agree to make available to us for inspection and copies of all documents, test results, and other information related to a) – b) above, keep a record of all complaints made known to you relating to any Product's compliance with Keymark Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with Keymark Requirements and to keep a record of such actions. You agree that we may share such information with our affiliates and subcontractors worldwide. Specifically, with respect to documents provided by you to any authority, you authorize that authority to make those documents available to us for assessment and copying. You further agree that you will cooperate with and assist us in connection with our investigation of any affected Product(s) and undertake such corrective action, including, without limitation, recall, where, in our sole opinion, such action is in the best interests of public safety.
6. **Revisions to, or Withdrawal of, Keymark Requirements.** You acknowledge and agree that if a revision to an applicable Keymark Requirement (e.g. EN Standard) is adopted, or if an applicable Keymark Requirement, including without limitation the applicable EN Standard, is withdrawn, during the term of the Service Agreement, we shall, in our sole discretion, determine the date by which you must cease using the Keymark Mark on your Product(s) ("the date of withdrawal") and shall notify you in writing, and as soon as is practicable, of such date ("the cancellation notice"). You unconditionally agree to comply with the terms of any such cancellation notice. If an applicable Keymark Requirement, including without limitation the

applicable EN Standard, is revised, we may, in our sole discretion, permit you to continue to use the Keymark Marks beyond the cancellation date if, and only if, all of the following conditions are met prior to such cancellation date:

- a. You submit a revised Product sample to us for testing and examination.
- b. We find the Product conforms to the revised Keymark Requirement.
- c. You and we agree on the appropriate amendment to the Keymark assessment report.

In such event, you must pay any applicable testing and examination fees as though you were submitting your Product to us for the first time. If, on the other hand, your Product does not conform to any new or revised Keymark Requirement, including without limitation the applicable EN Standard, or if the Keymark Requirement is withdrawn entirely, you acknowledge and agree that you will lose any coverage for your Product, and must cease using the Keymark Mark with respect to such Product, on the date of withdrawal.

B. Keymark Factory Production Control Assessment Service.

1. **Keymark Factory Production Control Assessment Service.** If we determine that your Product(s) is/are eligible for Keymark Service, we will prepare a Keymark Factory Production Control Assessment Report for each Production Site and provide this to the Applicant (and in case of findings of non-compliance during the Keymark Factory assessment, this report will also be provided to the Production Site).
2. **Initial Factory Production Control Assessment.** Before we authorize you to apply the Keymark to any Product, we reserve the right to conduct an Initial Assessment to determine whether the Manufacturer's Production Site conforms to Keymark Factory Production Control Assessment Service requirements. The "Initial Factory Production Control Assessment" is intended to evaluate whether each Manufacturer and Production Site of a Product that is eligible for Keymark Mark Service at the time of the Initial Assessment, has a production line that is capable of controlling production of a Product that is in accordance with Keymark Requirements. You acknowledge and agree that the Manufacturer(s) of the Product must demonstrate to our satisfaction that the Production Site(s) is/are producing and intend/s to produce the Product in accordance with the Service Agreement. You further agree that the Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) at each Production Site in order to ensure that Products bearing any Keymark Mark conform at all times to Keymark Requirements.
3. **Factory Production Control Surveillance Assessment.** You acknowledge and agree that our representatives will make at least one yearly "Keymark Factory Assessment visit to the Production Site(s) where the Products, that are eligible for Keymark Mark Service, are manufactured. If during the Keymark Factory Assessment any non-compliance with Keymark Requirement(s) are found, the number of Keymark Factory Assessment visits will increase on our solely discretion.
4. **Access to Facilities.** You acknowledge and agree that our representatives, as well as any third-party observers accompanying our representatives, shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the Production Site or storage facilities are actually in operation. You agree to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all local occupational safety and health rules and regulations. You shall not attempt to condition the right of our representatives and third-party observers to obtain free access to the Production Site, 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 Solutions Contracting Party or its representative. If our representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. We shall, however, direct our representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Production Site or storage facility.
5. **Access to Keymark Marks.** Consistent with Paragraph 4, above, you shall ensure that Manufacturer(s) will make all Keymark Marks, and the means of applying such Keymark Marks, available for inspection by our representatives at each Production Site at all reasonable times. If our representative's assessment discloses features that, in the sole opinion of our representative, does not conform to Keymark Requirements, the Manufacturer(s) must correct such items within a time period designated by us, remove the Keymark Marks

from all Products that our representative identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us, as provided hereinafter. If any Manufacturer disagrees with our representative regarding whether a Product is eligible to bear the Keymark Mark, the Manufacturer(s) may hold the Product at the Production Site or storage facility pending an appeal to and a decision by us.

- 6. Limitation of UL's Liability for Keymark Factory Production Control Assessment Services.** You expressly acknowledge and agree that Keymark Factory Production Control Assessment Services do not in any way relieve you of any responsibility for the design, manufacture, testing, marketing, and sale of your Product(s). Rather, you acknowledge and agree that Keymark Factory Production Control Assessment Service is designed solely to serve as a check Keymark the means that the Production Site(s) is/are using to determine the continued conformity of the Keymark Requirements. You further acknowledge and agree that Keymark Factory Production Control Assessment Service is designed to supplement, and not to supplant, your own efforts to examine and to test your manufactured Product(s). 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 maintain appropriate records of calibration for the equipment, if applicable. You will make your calibration records and your testing and measuring equipment available to our representative during a Keymark Factory Production Control Assessment as appropriate for the applicable Products. As such, you expressly agree that the provisions of Paragraphs 10 and 11 of the GSA shall apply to our Keymark Factory Production Control Assessment Services.

C. Fees and Expenses

- 1. Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one (1) examination and one (1) set of such tests as we determine are appropriate for the Product (not including testing of additional samples, retesting the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a Test Report. We shall not exceed the agreed upon fee without written authorization from Applicant.
- 2. Keymark Factory Production Control Assessment Service Fees.** Unless we expressly agree in writing otherwise, we will bill the Applicant for the Keymark Factory Production Control Assessment Service at our then current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. Keymark Factory Production Control Assessment Service charges may vary, depending upon the nature and extent of the necessary assessment that we undertake, including any costs resulting from the failure of a Production Site(s) to conform to Keymark Requirements or from insufficient Production quality control procedures.
- 3. Field Report 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 Keymark Mark and/or by any failure of a covered Product to conform to the description and specifications contained in the Keymark assessment Report; the Keymark Requirements and/or the Keymark Certificate.
- 4. Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any Keymark Factory Production Control Assessment, 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 Keymark assessment Reports and other documents.

D. Marks

- 1. Keymark.** You acknowledge and agree that UL Solutions Contracting Party or another UL Company owns or has rights to several Marks including, without limitation, "Underwriters Laboratories" and "Keymark." You expressly agree that you shall not use UL Solutions Contracting Party's or any other UL Company's name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, your Products, containers, or packaging, unless and until expressly authorized by us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a Product submitted for Keymark Service as "Keymark pending"). You

further agree that we may, but are 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 you.

- 2. Form of Keymark Certificate.** The Keymark Certificate entitles the Product to bear the Keymark Mark in the following form:



ID047-000

Where 'ID047' is the identification code of UL International Italia Srl which issued the certificate and "000" is the specific certificate number. Unless we expressly agree in writing otherwise, any Keymark Marks shall be in the form of separable, legible labels, as further defined on the Keymark Certificate, not readily transferable from one Product to another.

- 3. Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the Keymark Marks, you agree that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Solutions Contracting Party in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the Keymark Marks when, in the sole opinion of our representative, such action is warranted under the circumstances.
- 4. Client's Use of Keymark Mark.** You expressly agree and warrant that you are solely responsible for your use of any Mark and that you will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of your Products that bear a Keymark Mark have been, and are being, manufactured in conformity with Keymark Requirements. You further agree that your use of the Keymark Mark constitutes your declaration and representation that Products bearing the Keymark Mark are covered by a Keymark Mark Service and were manufactured in conformity with all applicable Keymark Requirements, including without limitation the description and details contained in the Keymark assessment Report and Keymark Certificate. You further agree that your use of such a Keymark Mark constitutes Your declaration and representation that field-installed Products bearing the Keymark Mark are covered by a Keymark Mark Service and have been installed, and will be maintained, in conformity with all applicable Keymark Requirements.
- 5. Misuse of Name or Keymark Mark.** You acknowledge and agree that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to UL Solutions Contracting Party, UL IT or any other UL Company, could mislead third parties if such Product is not, in fact, covered by Keymark Mark Service and/or does not comply with Keymark Requirements (including, without limitation, the applicable EN Standards or Keymark Test Report), and/or if the Keymark Marks are used in any way other than as provided in the Service Agreement and in the applicable Keymark assessment Report and Keymark Certificate. You acknowledge and agree that any such use of the UL Solutions Contracting Party's, or any other UL Company's name, or Keymark Mark would constitute a "misuse" under the terms of the Service Agreement. You expressly agree that any misuse of any UL Solutions Company's name or Mark, such as the Keymark Mark, will subject you to both liability for breach of contract and to the remedies for such breach set forth in the Service Agreement and in Paragraphs E.1 - E.4 below.

6. **Use of Name and Keymark Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement and as authorized in writing by us, we will permit you to make appropriate references to us in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the Keymark Mark; 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 UL Solutions Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of our findings and coverages, and/or our Keymark Mark Service.
 - c. The promotional or advertising material does not in any manner state or imply that we are in any way:
 - i. "Endorsing" or "certifying" the Product.
 - ii. "Warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety."

Except for the Keymark Mark that is prescribed for use on the Keymark Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by in writing by us.

E. Termination

1. **Immediate Termination Events.** In the event that you default on any of your obligations under any Service Agreement with us, including, but not limited to, any misuse of the Keymark Mark, as defined in Paragraph D.5 above, we may, in our sole discretion, immediately terminate or suspend, any of your Products related to such default, and any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we may have.
2. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to you ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon you by the Service Agreement:
 - a. Your failure to use the Keymark Mark on covered Product(s) for a period of two (2) consecutive calendar years.
 - b. Your filing of any voluntary or involuntary petition in bankruptcy.
 - c. The appointment of a receiver for your business.
 - d. The voluntary or involuntary liquidation of your business.

In such termination notice, we will provide you with a date by which you must cease using any and all Keymark Marks covered by the notice (the "date of withdrawal").

3. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Product(s) become ineligible for Keymark Mark Service, we shall immediately discontinue Keymark Mark Service on such ineligible Product(s) and shall terminate your rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.
4. **UL Solutions Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, we may, among other things:
 - a. Discontinue any Keymark Service on any of your Product(s).
 - b. Take physical possession of any unused Keymark Marks, which, in our judgment, were issued to you for use in connection with any Product(s) related to the termination.

You expressly agree that, on or before the cancellation date, as defined in Paragraph E.2. above, you will cease using any Keymark Marks on, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any Keymark Marks, or any reference to UL Solutions Contracting Party or another UL Company, in the marketing, promotion, and/or advertising of such Product(s).