

SERVICE TERMS: VERIFICATION SERVICES

These Service Terms: Verification Services (the “**Service Terms**”) apply to an order that incorporates these Service Terms by reference (an order may be in the form of a quote, statement of work, proposal, order confirmation, or other form of order agreed by the parties, any of which is referred to here as the “**Quote**”). These Service Terms relate to commercial testing, verification, audit, assessment, inspection, or other professional services (the “**Services**”), as detailed in the Quote agreed to between the client identified in that Quote (the “**Client**”) and the UL Solutions company identified in that Quote (“**UL Solutions**”).

Services are governed by these Service Terms, the terms of the Quote, and any additional agreement or terms incorporated by reference in the Quote (such as a Global Services Agreement or other form of master agreement). Any capitalized terms in these Service Terms that are not defined in these Service Terms share the definition provided in other governing terms.

1. **Scope of Service.** UL Solutions will perform the Services for Client in accordance with Client’s instructions as stated on the applicable Quote. The Services are limited to an assessment of Client samples’ conformity to requirements, specifications, and/or protocols Client has established, and do not express any opinion regarding the bulk from which the samples were drawn. The Services will not result in UL Solutions issuing product safety certification of any product, or registration of any management system.
2. **Retailer Programs.** If Client requests UL Solutions to assess compliance with retailer, carrier, or other third-party program (“**Retailer**”) by requesting Services under the Retailer’s program, Client consents to UL Solutions disclosure of all associated information, materials, reports, and deliverables to such Retailer and acknowledges that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services is in accordance with the Retailer’s program.
3. **Requirements, Specifications, and Protocols.** Client is solely responsible for establishing all applicable requirements, specifications, and protocols that UL Solutions may use in performing Services (“**Client Requirements**”), regardless of the source of information used to develop the requirements and specifications. UL Solutions may be able to provide Client with assistance in developing the Client Requirements to meet Client’s needs, however in all cases Client must review and approve the final Client Requirements to be used in performing the Services.
4. **Samples.** If UL Solutions requires sample examination at a UL Solutions facility (or an affiliate’s or subcontractor’s facility), Client will ship representative samples at Client’s expense. Once UL Solutions has determined the sample requirements, UL Solutions will inform Client of the number of samples needed and shipping instructions. UL Solutions, in its sole discretion, may not allow samples to be returned to Client for environmental, health, or safety reasons.
 - i. **Sample Information:** Prior to the Services, Client must promptly disclose to UL Solutions the presence of any asbestos, hazardous chemicals, pollutants, contaminants, or other inherently dangerous substances which are contained in the samples (“**Hazardous Substances**”). Client will retain title to all Hazardous Substances in transit to UL Solutions and to the waste generated in performance of the Services.
 - ii. **Shipping Samples.** UL Solutions will provide Client with information on where to ship the product. Usually, UL Solutions will ask Client to ship product samples to a nearby UL Solutions facility. To avoid unnecessary shipping, storage, and disposition expenses, Clients shall not send samples to UL Solutions until UL Solutions requests them and only in the quantity and condition requested by UL Solutions. Client shall comply with all applicable federal, state and local laws, codes, ordinances, UL Solutions policies, and other rules and legal requirements applicable to the shipping, handling, and disposition of the samples.
 - iii. **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions. If a product cannot be shipped to UL Solutions, UL Solutions and Client may mutually agree upon other ways to investigate Client’s product at Client’s facility or other location.
 - iv. **Testing and Return of Samples.** The Services may not physically destroy Client’s samples, however, products which have been tested will not be in a condition to be reused or resold. UL Solutions will not be responsible for lost, damaged, or destroyed samples, or for injuries or damage of any nature caused

- by any sample. UL Solutions is not responsible for the storage of Client's samples. If Client does not respond in the timeframe UL Solutions instruction require regarding sample disposition, UL Solutions may immediately remove the sample(s) from its premise and charge Client for any related expenses or costs, including without limitation expenses related to hazardous waste disposal, storage fees, packaging, and shipping.
5. **On-Site Investigations.** If UL Solutions performs the Services on site at Client's facilities, or at facilities of other parties, Client will ensure that UL Solutions representatives will have safe, secure, and free access to the facilities as necessary to perform the Services. UL Solutions will direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by UL Solutions' representatives will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions' representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, UL Solutions will not be responsible for the non-performance, and Client may be charged for any actual expenses UL Solutions incurs, cancellation fees, and fees for services performed.
 6. **Management System and Manufacturing Processes Audits and/or Assessments.** UL Solutions will evaluate Client's management systems and/or manufacturing processes and provide audit and/or assessment services in accordance with Client's Requirements. Such audits may have the option or require continuous assessment services. Continuous assessment services are designed only to serve as verification of continued compliance with a management system or manufacturing process and do not indicate a guarantee of compliance.
 7. **Deliverables.** When UL Solutions completes the Services, UL Solutions will provide Client with a report outlining the method and results of the Services. This report will be provided in UL Solutions' standard report format, unless otherwise agreed in writing. UL Solutions does not guarantee that its opinions or findings will be recognized or accepted by third parties. If Client makes any subsequent analysis, summaries, reports, or observations based on the UL Solutions report, Client acknowledges that such derivative work is created independently of UL Solutions control and does not reflect the content of the report. Client shall not use a UL Solutions name or Mark on any derivative work. Any report provided by UL Solutions as part of the Services is intended for the exclusive use of the Client and as may be required, government or regulatory bodies. The UL Solutions issued report shall not be published, used for advertising purposes, copied or replicated for distribution or otherwise publicly disclosed without the prior written consent of UL Solutions.
 8. **Ownership of Work Product.** Client will own the test data contained in the reports produced by UL Solutions ("Client's Information"). Except for Client Information, UL Solutions will retain all right, title, and interest to reports, concepts, data, designs, developments, documentation, drawings, equipment, hardware, improvements, information, inventions, processes, software, techniques, technology, test fixtures, tools, and any other intellectual property produced, created or developed by UL Solutions, its affiliates, or any of its personnel in the general conduct of its business including those developed during the provision of the Services. Notwithstanding anything to the contrary, Client agrees that the UL Solutions and its affiliates shall have a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use aggregated, anonymized data derived from Client Information, including any Confidential Information (the "**Aggregated Data**") for purposes of improving UL Solutions' or its affiliates business and services.
 9. **Cancellation Fees.** If Client cancels or changes the Services:
 - i. For an inspection less than one (1) working day before the scheduled inspection date, UL Solutions will charge Client the Quote price plus any travel costs incurred before the cancellation.
 - ii. For testing after UL Solutions receives the sample(s) at the testing facility, UL Solutions will charge Client cancellation fees according to the amount of actual work performed with a minimum cancellation fee of \$100 USD.
 - iii. For a scheduled audit date, Client will be responsible for all incurred non-refundable travel costs associate with that audit. Any change or cancellation of an audit that occurs within 7 days of the scheduled audit will be charged a minimum cancellation fee of \$600 USD in addition to any incurred travel costs.

- 10. Use of Names and Marks.** Except as otherwise authorized by UL Solutions in writing, Client will not use UL Solutions, or of any UL Solutions subsidiaries, affiliates, or parent companies', trademarks, service marks, certification marks, trade names, logos, domain names, corporate identifiers and other intellectual property rights that contain or include "UL," "Underwriters Laboratories", "UL Solutions", and variations and derivatives thereof (collectively, the "**Marks**") on any goods or their containers or packaging, or in connection with any advertising, promotions, or otherwise. Client is not permitted to, and will not, photograph, videotape or record any portion of the Services without UL Solutions express written permission.
- 11. Web Services.** UL Solutions may provide Client with certain website tools and related services, including the ability to order services online through a website (collectively, the "**Web Services**"). The Web Services are provided to Client as a convenience and are provided on an "as is, as available" basis. By using the Web Services, Client acknowledges and agrees that no data or content transmitted over UL Solutions networks, the Internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by UL Solutions, its affiliates, or its service providers may be deleted, modified, or damaged. Client acknowledges that if it wishes to protect its transmission of data or files to UL Solutions, it is Client's responsibility to use a secure encrypted connection to communicate with and use the Web Services. Client's use of the Web Services is at its sole risk and is subject to any terms of use applicable to such Web Services. Web Services are included in the definition of Services above.
- 12. Subcontracting and Personnel.** UL Solutions is responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. UL Solutions may subcontract Services to its affiliates or third parties, and Client authorizes UL Solutions to disclose information (including Confidential Information) to an affiliate or subcontractor as is necessary for their performance of Services. UL Solutions will provide as a term of any such subcontract that the subcontractor shall meet its current qualification requirements and will comply with its requirements for confidentiality, conflicts of interest, and ethical standards. For the duration of the engagement and for a period of 12 months after the Services are completed, Client will not actively solicit the employment of UL Solutions personnel involved directly with providing the Services to Client.