

SERVICE TERMS: (WISE+ Battery)

These Service Terms: WISE+ Battery 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 the wireless, interoperability, security, electromagnetic compatibility which may also include, among other services: durability, reliability environmental, performance, fire, vibration, electrical, fluids and corrosion testing and evaluation 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**”) UL Solutions will evaluate Client’s devices, batteries, equipment, materials, or systems (“**Products**”) to assess the Product’s compatibility with the requirements as designated in the Quote. The Services do not involve any assessment or evaluation to independent safety standards and UL Solutions and its affiliates have no responsibility to make any independent safety assessment of the Products.

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. **3PP.** If Client requests UL Solutions to test compliance with retailer, carrier, or other third-party program (“**3PP**”) by requesting Services under the 3PP’s program, Client consents to UL Solutions disclosure of all associated information, materials, and deliverables to such 3PP and acknowledges that, notwithstanding any terms to the contrary in the service agreement, the ownership of the deliverables for the Services will be in accordance with the 3PP’s program.
2. **Samples.** UL Solutions will examine and test one or more samples of the Product. The number of samples required will depend upon the Product, the number and type of tests required, and other factors. Client will ship representative samples to UL Solutions 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, and 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 or Products (“**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, Client should 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 damages 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 provides in its instructions 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.

3. **Use of Names and Marks.** The Services will not result in UL Solutions issuing product safety certification or any authorization to use the Marks. Except as otherwise expressly authorized by UL Solutions, Client shall not use UL Solutions, or any other UL Solutions affiliate's, name, abbreviation, or symbols, Marks or any other form of reference which may be interpreted to refer to UL Solutions or any other UL Solutions affiliate, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.
4. **On-Site Investigations.** If the UL Solutions performs Services on-site at Client's facilities, or the facilities or other parties as directed by Client, Client will ensure that UL Solutions representatives have safe, secure, and free access to Client's facilities or at other parties' facilities as necessary to perform the Services. UL Solutions access will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions representatives are prevented from performing or completing any Services for any reason beyond its reasonable control, UL Solutions will not be responsible for the nonperformance, and Client may be charged for any actual expenses UL Solutions incurs, cancellation fees, and fees for Services performed.
5. **Deliverables.** UL Solutions will provide Client with a report outlining:
 - i. Client's instructions and request for Services accepted by UL Solutions.
 - ii. The requirements used in providing the Services.
 - iii. The Services performed.
 - iv. The results of those Services.

UL Solutions is under no obligation to refer to or report on any facts or circumstances which are outside Client's specific instructions received and accepted by UL Solutions.
6. **UL Solutions Findings.** UL Solutions does not guarantee that its opinions or findings will be recognized or accepted by third parties.
7. **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 Client wishes to protect Client's 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 Client's sole risk and may be subject to additional terms of use. Web Services are included in the definition of Services above.