

## **SERVICE TERMS: IDENTITY MANAGEMENT AND SECURITY (IMS)**

These Identity Management and Security (“IMS”) Service Terms (“Service Terms”) shall govern the provision of IMS testing, cybersecurity advisory, risk advisory, and related professional services performed by the UL Solutions Contracting Party as identified in the Quotation and set out the responsibilities and obligations of the UL Solutions Contracting Party and the Client (each a “party,” together the “parties”). These Service Terms, the Global Service Agreement (“GSA”) between the parties, and each Quotation are incorporated by reference into and are an integral part of each “Service Agreement” entered into by the Parties for the Services. 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. Services.** The UL Solutions Contracting Party will perform advisory, training, testing, evaluation, and other professional services associated with transaction security and/or cybersecurity including Security Services and Compliance Services (“Services”), all in accordance with Client instructions and applicable standards and requirements and as described in offers, proposals, scope of work documents, project confirmation, order acknowledgments, and quotations issued by UL Solutions Contracting Party (“Quotation”) to the Client. Web Services, Security Services, and Compliance Services, (defined below), are subsets of Services, included in the definition of Services.

**2. Security Services.** Should the Quotation include security scanning, testing, assessment, remediation or similar services (“Security Services”), Client understands that UL Solutions Contracting Party may use various methods and software tools to probe for security-related information and to detect actual or potential security flaws and vulnerabilities. Client authorizes UL Solutions Contracting Party to perform such Security Services (and all tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services) on systems or resources identified by Client. Client represents that, if Client does not own such systems or resources, it will have obtained consent and authorization from the applicable third party to permit UL Solutions Contracting Party to provide the Security Services. Client shall disclose to UL Solutions Contracting Party in advance any information reasonably necessary to safely and securely conduct the Services; any networks, systems, configurations or data of heightened sensitivity or risk; and anything that should be excluded from testing. Testing tools and methods have inherent risks. It is Client’s responsibility to ensure the product or system tested is not connected to systems or networks with sensitive information that could be put at risk. Client shall provide a point of contact to UL Solutions Contracting Party during testing. UL Solutions Contracting Party agrees to notify and work with the Client point of contact during testing if either party identifies a potentially significant degradation, interruption or other impact. UL Solutions Contracting Party shall perform Security Services during a timeframe mutually agreed upon with Client. Client acknowledges and accepts that the Security Services could possibly result in service interruptions or degradation regarding Client’s systems and accepts those risks and consequences. Client agrees that it is Client’s responsibility to restore network computer systems to a secure configuration after the completion of UL Solutions Contracting Party’s testing.

**3. Compliance Services.** Should the Quotation include compliance testing or assessment or other similar compliance advisory services (“Compliance Services”), Client understands that, although UL Solutions Contracting Party’s Compliance Services may discuss or relate to legal issues: (i) UL Solutions Contracting Party does not provide legal advice or services, (ii) none of such Compliance Services shall be deemed, construed as or constitute legal advice, and (iii)

Client is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Deliverables provided by UL Solutions Contracting Party in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Client's legal or regulatory compliance.

**4. Web Services.** UL Solutions Contracting Party 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", and/or "as available" basis. By using the Web Services, Client acknowledges and agree that no data or content transmitted over UL Solutions Contracting Party 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 us, UL Solutions Contracting Party's affiliates, or UL Solutions Contracting Party's service providers may be deleted, modified, or damaged. Client acknowledge that if Client wishes to protect Client's transmission of data or files to UL Solutions Contracting Party, it is Client's responsibility to use a secure encrypted connection to communicate with and use the Web Services. Web Services are included in Services at Client's sole risk and are subject to any terms of use applicable to such Web Services.

**5. Estimated Schedule and Pricing.** Any time schedule and pricing terms set forth in the Quotation are estimates only and subject to change upon reasonable notice from UL Solutions Contracting Party depending upon the specific project.

**6. Third Party Programs.** If Client requests UL Solutions Contracting Party to test compliance with retailer, carrier, government agency or other third party program ("3PP") by requesting Services under the 3PP, Client consents to UL Solutions Contracting Party's disclosure of all associated information, materials, and Deliverables to such 3PP and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the Deliverables for the Services will be in accordance with the 3PP

**7. Client Responsibilities.** Client will: (a) fulfill any Client responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide UL Solutions Contracting Party with reliable accurate and complete information as required to perform the Services; (d) ensure that all of Client's data, programs and files are backed-up and made available to UL Solutions Contracting Party; (e) separate data and systems containing sensitive information to protect such data and systems from risk during Security Services testing; and (f) manage the selection, use, and application of the UL Solutions Contracting Party Services ("Client Responsibilities"). UL Solutions Contracting Party will be entitled to rely on all Client decisions, representations, and approvals made before and during the provision of Services. Nothing in these Service Terms will require UL Solutions Contracting Party to evaluate, advise on, modify, confirm, or reject such decisions, representations, or approvals. Client will manage the selection and use of its internet, data, and telecommunication facilities ("Resources"), during the execution of the Services. UL Solutions Contracting Party shall, under no circumstances, be liable for losses, damages, or costs arising as a result of transmission errors, breakdowns or the non-availability of the Resources unless Client is able to demonstrate that these are the result of UL Contracting Party's gross negligence or willful misconduct.

**8. Samples.** If required, Client shall provide UL Solutions Contracting Party product/material "samples" for testing and evaluation, the number and other details of the samples required shall be as described in the Quotation at Client's expense. UL Solutions will provide Client with information on where to ship the samples. Upon completion of the examination, such samples

may be destroyed, unless other arrangements are agreed to in writing for the return of samples at Client's expense. The shipping, testing and sample preparation may damage or destroy any sample, and Client agrees that Client will not hold UL Solutions liable for any such damage or destruction.

**9. Intellectual Property Rights.** UL Solutions Contracting Party, its licensors or its own suppliers, does and shall remain the sole and exclusive owner of the software, data files, testing tools, hardware, or other materials, such as analyses, designs, documentation, reports, quotations, and related preliminary material developed, made available to Client, or used in the provision of Services, including all patents and patentable materials, trademarks, service marks, trade names, copyrights, methodologies, drawings, processes, algorithms, specifications, programming logic, pseudo code, software, tools, technologies, manuals including user, installation and operational guides, reports, ideas, concepts, trade secrets, and know-how embodied in any of the foregoing (the "UL Solutions Property"). The Client shall only acquire those rights to use the UL Property that are explicitly granted by these Terms. Any rights of use in the UL Solutions Property granted to the Client shall be non-exclusive, non-transferable to third parties and non-sub licensable. Client agrees that all of UL Solutions' trademarks, certification marks, trade names, service marks, and other UL Solutions logos and brand features (collectively, "UL Solutions Marks") are the exclusive property of UL Solutions. Without UL Solutions' prior written permission, Client agrees not to display or use the UL Solutions Marks in any manner. Nothing herein shall be construed as granting Client any rights to use any UL Solutions Marks.

**10. Deliverables.** Upon full performance by Client of the Client Responsibilities and payment of all fees and costs due, during the Term defined in the Quotation, Client will have a limited, non-exclusive and non-transferable, right and authorization to use, produce, display, distribute, and make derivative works of: (i) reports or other results of the testing provided pursuant to the Service(s) specifically described as deliverables in the Quotation (the "Deliverables"; and (ii) any UL Solutions Property embodied therein. Such right and authorization shall apply solely as necessary for Client's use of the Deliverables for Client's internal business purposes, including, if any, the purpose(s) specified in the applicable Quotation. UL Solutions Contracting Party does and shall own and retain all right, title, and interest in and to the Deliverables and all UL Solutions Property embodied therein. Client hereby acknowledges and agrees that any improvements, enhancements, modifications, or changes made by Client alone or jointly with UL Solutions Contracting Party or other parties, resulting from or related to any comments or suggestions, whether written or oral, made by Client with respect to the Services or UL Solutions Property that are incorporated into the Services or Deliverables shall be the sole property of UL Solutions Contracting Party. UL Solutions Contracting Party reserves all rights not expressly granted under these Service Terms. UL Solutions Contracting Party may provide Client with a report outlining: (i) Client's instructions and request for Services accepted by us, (ii) the requirements used in providing the Services, (iii) the Services performed and/or the (iv) the results of those Services.

**11. Disclaimer.** The Services are provided independently of UL Contracting Party's conformity assessment services and cybersecurity certification services. UL Solutions Contracting Party does not guarantee, warrant, or provide any assurance (express or implied) to Client or any third-party that a positive test result or compliance report will result or that UL Solutions Contracting Party's Services, opinion, or findings will be recognized or accepted by third parties. Furthermore, issuance of a UL Solutions' certification is excluded from the delivery of Services hereunder. Contracting Party does not warrant Client's compliance with any law or regulation; only regulatory bodies and tribunals of appropriate jurisdiction can ultimately determine compliance with laws and regulations. Client acknowledges and agrees that:

a) UL Solutions Contracting Party may use tools from third-party vendors while performing Services, and Client agrees that UL Solutions Contracting Party is not liable for accuracy, completeness, or any vulnerabilities or any flaws the tools may provide in generation of the Services.

b) Not all errors, flaws, vulnerabilities, or weaknesses in the Client's products, software or systems may be discovered or identified by UL Solutions Contracting Party through the Services described herein.

c) UL Solutions Contracting Party cannot and does not provide any guarantee or warranty that its Services will ensure Client's software, systems or products will not be vulnerable, susceptible to exploitation, free from hacking, and/or eventually breached.

d) The Services are provided for information purposes only and are not intended to convey legal or other professional advice.

e) Client, and not UL Solutions Contracting Party is solely responsible for the security of Client's software, systems and products, and UL Solutions Contracting Party's provision of the Services does not in any way relieve Client of any responsibility for the design, manufacture, testing, marketing, sale, and security of Client's software, systems and products.

**12. Subcontracting and Personnel.** UL Solutions Contracting Party is responsible for assigning and re-assigning 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's personnel involved directly with providing the Services to Client. Client agrees that UL Solutions Contracting Party may subcontract the Services to third-parties. UL Solutions Contracting Party will provide as a term of any such subcontract that the subcontractor shall meet UL Solutions Contracting Party's current qualification requirements and will comply with UL Solutions Contracting Party's requirements for confidentiality, conflicts of interest, and ethical standards.

**13. On-Site Services.** If UL Solutions Contracting Party performs Services on-site at Client's facilities, or the facilities of other parties as directed by Client; Client will ensure that UL Solutions Contracting Party representatives have safe, secure, and free access to Client facilities or at other parties' facilities. UL Solutions Contracting Party access will not be conditioned upon the execution of any agreement, waiver, or release. If UL Solutions Contracting Party or representatives, are prevented from performing or completing any Services for any reason beyond UL Solutions Contracting Party's reasonable control, UL Solutions Contracting Party will not be responsible for the nonperformance, and Client may be charged for any actual expenses UL Solutions Contracting Party incurs and fees for Services performed.

**14. Non-endorsement.** The Services do not result in endorsement by UL Solutions Contracting Party of Client or Client products, services, or cybersecurity programs, policies, and procedures. Client shall take care to avoid representing UL Solutions Services provided pursuant to these Service Terms as a certification or endorsement by UL Solutions Contracting Party.

**15. Suspension.** Client acknowledges and agrees that UL Solutions Contracting Party may suspend provisions of Services in the event that UL Solutions Contracting Party reasonably believes that Client has breached the Service Terms.

