

# SERVICE TERMS: MARKETING CLAIM VERIFICATION SERVICE

These Service Terms: Marketing Claim 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 will govern Marketing Claim Verification 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**”). The Services are intended to verify Client's marketing claims as verified by UL Solutions ( the “**Claim**”) related to products, processes, systems, or facilities ( the “**Product(s)**”). The Services shall not result in UL Solutions issuing any other type of certification or certification mark for any product or registration of any management system.

The 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. **Client.** Client includes manufacturer, marketer, agent, and other party(ies) who take responsibility for the Claims made for a Product and request UL Solutions services.
2. **Price and Schedule.** The Quote will establish the price and estimated schedule for UL Solutions Services. The price will depend upon the Assessment Methods and/or Claim Requirements. The Quotes are subject to change at UL Solutions discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
3. **Claim Requirements.** The Services will be performed in accordance with the marketing Claim requirements and specifications established by Client and agreed upon by UL Solutions (“Claim Requirements”), which will be included as part of Client's agreement for the Services. UL Solutions may provide Client with assistance in developing Claim Requirements to meet Client's needs, however, in all cases Client must review and approve the Claim Requirements to be used in performing the Services. The intention of the Services is for UL Solutions to verify the accuracy of Client's Claim as it relates to Client's specific Product(s) in accordance with the Claim Requirements.
4. **Samples.** At UL Solutions request, Client shall provide samples of the Product(s) and data associated with such Product(s) regarding any Claims to be verified, and ship representative Product samples and corresponding data to UL Solutions according to its requirements and the shipping instructions provided to Client. Once UL Solutions has confirmed the Claim Requirements for the Product, UL Solutions will inform Client of the number of samples needed. The number of samples required will depend upon the product, the number and types of assessments required, and other factors.
  - i. **Shipping Samples.** UL Solutions will provide Client with information on where to ship the product samples. Usually, UL Solutions will ask Client to ship product samples to one of our nearby facilities. Client shall pay all sample shipping expenses. To avoid unnecessary shipping expenses, Client should not send samples to UL Solutions until requested.
  - ii. **Oversized Samples.** Some products or systems cannot be easily or economically shipped to UL Solutions for assessment. If a product cannot be shipped, UL Solutions will work with Client to mutually agree upon other ways to investigate the Product at Client's facility or other locations.

5. **On-Site Investigations.** If mutually agreeable, UL Solutions may perform the Services on site at Client's facilities, or at facilities of other parties provided the facility is compliant with ISO 17025 or other appropriate recognized standard. Client agrees that UL Solutions representatives will have safe, secure, and free access to the facilities where the requested services will be performed. 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 their reasonable control, UL Solutions will not be responsible for the non-performance, and Client may be charged for any actual expenses UL Solutions incurs including fees for services performed.
6. **Assessment Methods.** The intention of the Services is for UL Solutions to verify the Claim to be made by Client related to its specific Product(s). UL Solutions will use commercially accepted methods and processes in the evaluation, testing, inspection, audit, or assessment ("**Assessment Methods**") as determined in UL Solutions sole discretion to verify such Claims. UL Solutions may change the Assessment Methods from time to time, at its sole discretion.
7. **Sample and Data Integrity.** The Services, assessment results, and report apply only to the samples and data actually received from Client and assessed by UL Solutions. UL Solutions will not be responsible for any inaccurate assessment results or issues relating to sample integrity arising from the Client's collection and provision of data and shipment of samples.
8. **Validity of Assessment Results.** The results outlined in the assessment report represent a "snapshot" of conformity to the Claim made by the Client. UL Solutions makes no representation that the reported assessment results are representative of the entire population of product at the time the samples were taken, or data was provided.
9. **Deliverables.** When UL Solutions completes the Service investigation, UL Solutions will provide Client with a report outlining the Claim Requirements, methods, processes, and results of the Services supporting the Claim. The Service report cannot be used or externally distributed in whole or in part for promotional or advertising purposes.
10. **Cancellation Fees.** If Client cancels or changes an order after we begin work, UL Solutions will charge Client cancellation fees according to the amount of actual work performed.
11. **Use of the Claim and UL VERIFIED Mark.** Client can only use the Claim in its entirety with the UL VERIFIED mark as specified and within the time periods established by UL Solutions within marketing materials and on product and product packaging. Client agrees to comply with all UL Solutions guidelines and directives for use of the Claim and UL VERIFIED mark. Client's use of the Claim and UL VERIFIED mark shall not:
  - a. Be inconsistent or misleading with respect to UL Solutions findings for the product covered by the assessment or verification report; or
  - b. In any manner state or imply that UL Solutions is in any way:
    - i. "Endorsing" or "certifying" the product or
    - ii. "Warranting" or "guaranteeing" any aspect of the product, its performance, or its safety.

The guidelines for use of the UL VERIFIED mark are located at: [verify.ul.com/marketing](https://verify.ul.com/marketing). Client expressly agrees that its use of the UL VERIFIED mark constitutes Client's declaration and representation that the Product delivers the Claim that has been verified by UL Solutions.

- 12. Use of UL Solutions' Names and Marks.** The Services will not result in product safety or any other certification by UL Solutions or any other UL Solutions affiliate, nor any authorization to use any other Marks. Except as otherwise expressly authorized by UL Solutions, Client shall not use UL Solutions, or any other UL Solutions, name, abbreviation, or symbols, 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. A product must meet UL Solutions safety certification requirements and be covered by UL Solutions Follow-Up Service in order to bear registered safety certification marks owned by UL Solutions or another UL Solutions affiliate.
- 13. DISCLAIMER; COMPLIANCE WITH LAWS AND REGULATIONS; AND INDEMNITY.** UL SOLUTIONS AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY CLAIMS OR TRADEMARKS, SERVICEMARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH FTC REGULATIONS, 15 USC SEC 45, OR OTHER APPLICABLE LAWS OR REGULATIONS, AND IN NO EVENT SHALL UL SOLUTIONS AND ITS AFFILIATES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL SOLUTIONS DOES NOT PROVIDE LEGAL ADVICE, AND NO UL SOLUTIONS' SERVICE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING MARKETING CLAIMS AND PRACTICES AND CLIENT SHOULD CONSULT LEGAL COUNSEL ON THIS TOPIC. IN ADDITION TO ANY INDEMNIFICATION OBLIGATIONS IN ANY ADDITIONAL AGREEMENT OR TERMS INCORPORATED BY REFERENCE IN THE QUOTE, CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS UL SOLUTIONS AND ITS AFFILIATES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO CLAIMS ASSERTED BY THIRD PARTIES (INCLUDING GOVERNMENTAL ACTIONS OR INVESTIGATIONS) THAT RELATE TO CLIENT OR ITS AFFILIATES' PRODUCTS OR OTHER OBJECTS OF THE SERVICES (INCLUDING CLAIMS RELATED TO UNFAIR OR DECEPTIVE MARKETING CLAIMS INVOLVING CLIENT'S PRODUCTS OR SERVICES, INCLUDING IN VIOLATION OF 15 USC SEC 45 OR OTHER APPLICABLE LAWS OR REGULATIONS).
- 14. Surveillance.** UL Solutions will review any verification report(s) issued according to the surveillance review schedule indicated in the program documents for continued compliance with the Services report. Client will be billed for renewal fees per the terms of the original project quotation in order to maintain the verification of the Claim(s) and use of the UL VERIFIED mark.
- 15. Client Changes.** If Client make changes to the Product that will take the Product out of conformity with the Claim that was verified, Client must promptly notify UL Solutions and tell UL Solutions if Client will resubmit the Product for review or immediately stop using the Claim that was verified and UL VERIFIED mark. Where further examination or assessment is required by UL Solutions as a result of the Client changes, Client will be duly notified and given the opportunity to authorize additional Services.
- 16. Revocation.** UL Solutions reserves the right to revoke its permission to use the Claim and UL VERIFIED mark, the verification of the Claim and to remove products from its Verification Database if, in its sole discretion, Client is found to be using misleading or incorrect information related to the Claim and/or UL VERIFIED mark or misusing the UL VERIFIED mark. If Client makes changes to the Product that take the Product out of conformity with the Claim that was verified and UL Solutions is not notified as required above, Client may, in UL Solutions' sole discretion, be required to suspend Client's use of the Claim and UL VERIFIED mark and take corrective action as deemed by UL Solutions at Client's expense when these changes are discovered.
- 17. Expiration and Sell Off Period.** Upon expiration of any time period established by UL Solutions for Client's use of the Claim and UL VERIFIED mark, Client will have sixty (60) calendar days after the expiration date to either discontinue the sale of any product carrying the UL VERIFIED mark or remove the UL VERIFIED mark from the product and product packaging. In addition, Client must remove all references to marketing claim verification in

all online and print advertising, marketing collateral, promotions, and catalogs within those sixty (60) calendars days.

- 18. Program Changes.** Client acknowledges and agrees that during the term of the agreement for Services, UL Solutions may, at its sole discretion, change the Assessment Methods, Claim Requirements or terminate the program in its entirety. If any such change is made that would take the Product out of conformity with the Claim that was verified, UL Solutions will determine the date by which Client must cease using the Claim and the UL VERIFIED mark (the "**Termination Date**") and shall notify Client, in writing and as soon as is practicable, of such date (the "**Termination Notice**"). Client unconditionally agrees to comply with the terms of any such Termination Notice. UL Solutions may, in its sole discretion, permit Client to continue to use the Claim or other language to be determined by UL Solutions beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: Client submits the Product to the appropriate UL Solutions program for assessment and examination and the Product is found to comply with the appropriate UL Solutions' revised or new requirements. In such event, Client must pay any applicable assessment and examination fees as though it were submitting its Product to UL Solutions for the first time. If, on the other hand, Client's Product does not conform to any new or revised requirements from UL Solutions, or if the Marketing Claim Verification Program is withdrawn entirely, Client acknowledges and agrees that it will no longer be eligible for any Services coverage for its Product and must cease using the Claim and UL VERIFIED mark in its marketing materials and/or on product and product packaging on the Termination Date.