

# SERVICE TERMS: PRODUCT INVESTIGATION

These Product Investigation Service Terms govern Product Investigation Service performed by UL Solutions Contracting Party for the Client (also sometimes referred to as "Applicant") and set out the responsibilities and obligations of the Client.

The Parties' Global Services Agreement is incorporated by reference into these Product Investigation Service Terms and the Product Investigation Service Agreement. The capitalized terms used but not defined in these Product Investigation Service Terms have the same meaning as in the Global Services Agreement.

- 1. Product Investigation Service.** When Applicant submits samples of a device, equipment, material or system ("Product"), UL Solutions Contracting Party will provide a "Product Investigation" designed to assess the Product's conformity to applicable requirements imposed by UL Solutions Contracting Party, including, but not limited to, any applicable Underwriters Laboratories Inc. or other local, regional, or internationally recognized standards (collectively, "UL Solutions Requirements"). A Product Investigation includes without limitation the following: (a) performance of tests on samples of a Product, in accordance with UL Solutions Requirements, and (b) evaluation of Product construction criteria by examination of samples of the Product in accordance with UL Solutions Requirements. If no prescribed tests or no construction criteria exist for the Product, UL Solutions Contracting Party may, but is under no obligation whatsoever to, develop and establish such standards and criteria as are necessary to assess the Product. If UL Solutions Contracting Party chooses, in its sole discretion, to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. Client expressly agrees that UL Solutions Contracting Party's liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Product Investigation Service Agreement, including, but not limited to, Paragraphs 10, 11 and 12 of the Global Services Agreement. The purpose of such Product Investigation Service is to determine whether the Product samples conform to UL Solutions Requirements and whether the Product might be eligible to bear certain names, trademarks, service marks and certification marks that are controlled or used by UL Solutions Contracting Party that include "UL" or the "UL" symbol (each a "UL Mark").

Specific Requirements for Products Intended for Field Installation or Use with Specified Equipment. If the submitted Product is to include Product investigation to assess its intended use for field installation or use with specified equipment when properly installed or used in accordance with installation or use instructions furnished with the Product, the Client shall agree to furnish the rationale and technical data used to support their claim that the Product is suitable for the use for which coverage is requested by Client and when installed in or with the specified equipment according to Client's instructions.

Specific Requirements for a component supporting the Product that exists in a digital form and delivers functionality through software, data, or digital services ("Digital Component"). If UL Solutions determines that the Digital Component conforms to the UL Solutions Requirements, a certificate will be issued for the Digital Component. The certificate will include an expiration date and critical attributes such as version numbers, operating systems, or hardware to which the Digital Component has been evaluated. The certificate is valid when the Product is used within these attributes and prior to the expiration date of the certificate and may be renewed in accordance with UL Requirements. The certificate linked in Product iQ is the only valid certificate, and must be reproduced in its entirety.

- 2. Acceptance of Components Certified by Others.** The following provisions apply if Client submits Products to UL Solutions Contracting Party for testing and certification that include components certified by other certification organizations:
  - a. Upon Product submittal, Client must clearly identify in writing any non- UL Solutions tested/certified product components that are certified by other certification organizations and the requirements, programs, and marks to which they are certified. Client shall provide reasonably available public information and data that verifies certification and documents the characteristics of the component on which the certification is based.
  - b. UL Solutions Contracting Party may accept certain non- UL Solutions tested/certified components, with or without additional testing, that are certified by certain other certification organizations as determined by UL Solutions Contracting Party in its sole discretion ("Accepted Component"). Any additional testing or verification of certification of Accepted Components performed by UL Solutions Contracting Party shall not relieve Client of its obligations under these Service Terms. UL Solutions Contracting Party only accepts selected components certified by selected certification organizations. The components and other certification organizations UL Solutions Contracting Party accepts may change from time to time at the sole discretion of UL Solutions Contracting Party. Components not accepted by UL Solutions Contracting Party must be

separately tested by UL Solutions Contracting Party to determine compliance with the UL Solutions Requirements.

- c. Client represents and warrants to UL Solutions Contracting Party that all Accepted Components are in compliance with the component's applicable certification requirements at the time UL Solutions Contracting Party tests and certifies the Product and at all times Client uses a UL Mark on or in connection with the Product.
- d. Client acknowledges that UL Solutions Contracting Party's Services may not include re- testing or verifying the compliance of any Accepted Component with any component certification requirements; that UL Solutions Contracting Party accepts such Accepted Components "AS IS"; and that UL Solutions Contracting Party's Services in no way imply that UL Solutions Contracting Party is guaranteeing or making any representation whatsoever with respect to the Accepted Components, other than what appears in the UL Solutions Contracting Party's report or Procedure. Client agrees that UL Solutions Contracting Party may rely upon Client's representation and warranty that the Accepted Components meet all applicable certification requirements and, in addition to those provisions set forth in Section 11 (Third Party Claims) of the GSA, Client agrees to indemnify, defend and hold UL Solutions Contracting Party and each Indemnified Party harmless from any claims, losses or causes of action, whatsoever, arising out of or in connection with the Accepted Components.
- e. Accepted Components may, at UL Solutions Contracting Party's sole discretion, be examined by UL Solutions Contracting Party at the end product manufacturing location as part of UL Solutions Contracting Party's Follow-Up Services, however, any such examination shall not relieve Client of its obligations under these Service Terms.
- f. UL Solutions Contracting Party may withdraw the certification of any Product that utilizes an Accepted Component if UL Solutions Contracting Party: becomes aware at any time that the Accepted Component no longer is in compliance with the component's certification requirements to which it was tested; no longer accepts that specific non- UL Solutions tested/certified component, and/or no longer accepts components certified by the certification organization which certified that component. In addition, UL Solutions Contracting Party may modify or terminate acceptance of any non- UL Solutions tested/certified component in its sole discretion at any time by providing notice to Client.

**3. Definition of UL Solutions Contracting Party.** The UL Solutions Contracting Party for Product Investigation Service will be identified in the Quotation or Project Confirmation provided to the Applicant.

**4. Offer and Acceptance.**

- a. The terms of any Product Investigation Service requested by the Applicant, and to be provided by UL Solutions Contracting Party, including the amount of the Product Investigation fee, will be set forth in a Quotation or Project Confirmation from UL Solutions Contracting Party to the Applicant. The Quotation will be UL Solutions Contracting Party's offer to provide Product Investigation Service on the terms set forth or incorporated by reference therein, provided that if the Quotation is issued before Applicant's acceptance of the Global Services Agreement, the offer contained in the Quotation is contingent upon Applicant's acceptance of the Global Services Agreement.
- b. The Applicant's acceptance of the Quotation will create a separate binding Service Agreement for Product Investigation Service between UL Solutions Contracting Party and the Applicant ("Product Investigation Service Agreement").
- c. In the event that Applicant submits an order without a Quotation, UL Solutions Contracting Party's issuance of a Project Confirmation will constitute UL Solutions Contracting Party's acceptance of Applicant's order and will also create a separate binding Product Investigation Service Agreement between UL Solutions Contracting Party and the Applicant.
- d. Each Quotation or Project Confirmation and Product Investigation Service Agreement is deemed to incorporate the Product Investigation Service Terms applicable to such Product Investigation Service as of date of the Quotation or Project Confirmation and the terms of the Global Services Agreement.
- e. Unless otherwise expressly stated in the Quotation or Project Confirmation, as applicable, each Quotation or Project Confirmation covers the examination and the tests judged appropriate for the Product.
- f. To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Product(s) to a third-party manufacturer ("Manufacturer"), Applicant shall cause such Manufacturer to comply with UL Solutions' requirements, including without limitation, the terms of any Service Agreement.
- g. Applicant also agrees to make arrangements for the participation of any third-party observers during the Product Investigation, as deemed necessary by the UL Solutions Contracting Party.

5. **Use of Information Communication Technologies.** Client acknowledges and agrees that UL Solutions Contracting Party may utilize information communication technologies including without limitation, drones, cameras, special glasses, mobile devices, and artificial intelligence (together, "ICT") in performing the Services. The ICT may be a partial or full replacement for an existing evaluation method (like the human eye) or as a new evaluation method. If UL Solutions Contracting Party notifies Client that ICT will be utilized for the Services, Client will be responsible for ensuring that all necessary information and approvals are in place so that the ICT can be utilized in a safe and compliant manner, including without limitation:
- Acquiring any applicable legal and safety requirements (e.g., permits, local permissions).
  - Coordinating and communicating with any third parties onsite about the use of the ICT and ensuring they do not to disrupt or interfere with the Services.
  - Ensuring all legal and work site limitations associated with the use of the ICT are met. UL Solutions Contracting Party will employ commercially reasonable information, physical, cyber and data security measures in connection with its use of the ICT.
6. **Data Protection.** The parties will comply with applicable laws regarding data privacy and protection. Client agrees not to provide or otherwise make available personal data (as defined by applicable data privacy laws) to UL Solutions Contracting Party other than business contact information provided to UL Solutions Contracting Party in the context of the general business relationship, including for account administration, billing, and other legitimate business purposes in which UL Solutions Contracting Party determines the purposes and means of processing. If Client intends to provide other categories of personal data to UL Solutions Contracting Party then Client will expressly identify such additional categories of personal data in advance to UL Solutions Contracting Party, and UL Solutions Contracting Party will inform Client in writing whether or not UL Solutions Contracting Party will accept receipt of such data.
7. **Estimated Schedule.** Applicant acknowledges and agrees that each Product Investigation is unique and that the timing of each investigation will vary, depending upon the nature of the particular investigation and upon the findings resulting therefrom. If appropriate, UL Solutions Contracting Party will provide Applicant with an estimated time schedule in the Quotation or Project Confirmation, as applicable. ***This schedule is only an estimate.*** Applicant expressly waives, releases, and exempts UL Solutions Contracting Party and its trustees, directors, officers, employees, members, affiliates, agents, and subcontractors from any and all liability, claims, demands, or actions whatsoever for any alleged loss, damage, or injury arising from any alleged failure on UL Solutions Contracting Party's part to perform Product Investigation Service under the Product Investigation Service Agreement within the time set forth in any estimated time schedule that UL Solutions Contracting Party might provide to Applicant.
8. **UL Marks.** Applicant agrees that it will not use the UL Mark until it has entered into a separate Service Agreement for Follow-Up Service. Applicant also agrees that it will not use the results of this Product Investigation Service for any purpose other than obtaining the right to use the UL Mark under a separate Service Agreement for Follow-Up Service.
9. **Product Investigation Fees.** UL Solutions Contracting Party or another UL Solutions Company will bill Applicant for all Product Investigation fees. These fees will cover the examination and such tests as UL Solutions Contracting Party determines are appropriate for the Product (not including conformity assessment of additional samples, conformity assessment of 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 report.
10. **Expenses.** Unless UL Solutions Contracting Party expressly agrees in writing otherwise, UL Solutions Contracting Party or another UL Solutions Company will bill Applicant for all reimbursable expenses associated with Product Investigation Service, 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 UL Solutions Contracting Party reports and other documents.
11. **Voluntary Termination Upon Written Notice.** Except as set forth in Section 12 below, the Product Investigation Service Agreement will continue in effect until terminated by either the Applicant or UL Solutions Contracting Party, without cause, upon provision of thirty (30) days prior written notice to the other.
12. **Immediate Termination Events.**
- If Applicant defaults on any of its obligations under the Global Services Agreement or any Service Agreement

in effect between Applicant and either UL Solutions Contracting Party or another UL Solutions Company, UL Solutions Contracting Party may, in its sole discretion, immediately terminate or suspend, in whole or in part, the Product Investigation Service Agreement, any other Service Agreement between Applicant and UL Solutions Contracting Party and any and all rights or authorities granted to Applicant by virtue of the Product Investigation Service Agreement or those other Service Agreements. Such termination will be without prejudice to any other rights or remedies that UL Solutions Contracting Party might have for default, subject to any limitations under the Global Services Agreement. In the event that UL Solutions Contracting Party defaults on any of its obligations under the Product Investigation Service Agreement, the Applicant may, in its sole discretion, immediately terminate the Product Investigation Service Agreement. Such termination will be without prejudice to any other rights or remedies that Applicant might have for default, subject to any limitations under the Global Services Agreement.

- 13. Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client dispute or disagreement regarding fulfillment of applicable Standards Council of Canada (SCC) accreditation criteria cannot be resolved, the Client's final level of appeal will be the SCC, whose decision concerning fulfillment of accreditation criteria will be binding.