

SERVICE TERMS: AI SAFETY CERTIFICATE SERVICES

These Service Terms: AI Safety Certification 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 the AI safety certificate services (the “**Services**”), as detailed in the Quote agreed to between the customer identified in that Quote (“**Customer**”) and the UL Solutions company identified in the Quote (“**UL**”).

The Services are governed by these Service Terms, the terms of the Quote, and the Global Services Agreement (or other agreement identified in the Quote) between Customer and UL or their respective affiliates (collectively, the “**Agreement**”). Any capitalized terms in these Service Terms that are not defined in these Service Terms share the definition provided in other terms of the Agreement.

1. **AI Safety Certificate Services.** The purpose the Services is to determine whether the software or other digital product that is the object of the Services (the “**Product**”) conforms to the applicable UL Requirements and is eligible to receive the associated UL certificate of compliance. For clarity, the Services will not result in the certification of a separate product (physical or digital) that incorporates the Product, and will not result in any safety certification (or other certification) other than for AI safety.

UL will assess the Product’s conformity to applicable requirements identified solely by UL, which may include Outlines of Investigation prepared by UL or its Affiliates, and local, regional, or internationally recognized standards (collectively, the “**UL Requirements**”). To perform its work, UL will require and Customer will provide documentation and information, which may include design documentation, process documentation, development procedures, code review, demonstrations of the Product’s performance, and other data and cooperation. If Customer subcontracts all or a part of the design, development, or deployment of its Product to third parties, Customer will direct them to also cooperate and share information with UL. If UL determines it is necessary, third party observers (such as accreditors) may be present for an assessment (or later surveillance activities), and in such circumstances Customer will facilitate such participation.

If no prescribed assessment criteria exist for the Product, UL may (at its election) develop and establish such standards or criteria as are necessary to assess the Product. If UL chooses to formulate any such standards and/or criteria, it will do so in accordance with professional standards generally applicable to conformity assessment certification organizations (and subject to all limitations set forth in the Agreement).

2. **Deliverables.** When UL completes the assessment and confirms that the Customer has demonstrated that the Product meets the UL Requirements, UL will issue a certificate of compliance valid for three years, together with an assessment report documenting the assessment and certification criteria. The certificate automatically expires after the validity period.
3. **Surveillance.** If the Services result in the Product receiving a certificate of compliance, ongoing surveillance is required to confirm Customer has adequate processes and procedures to ensure continued conformity to the UL Requirements. Customer (and its suppliers, if applicable) will cooperate with UL’s performance of surveillance activities as set forth in Section 1 and provide samples of the use of the UL Mark. Surveillance activities are priced separately from the original assessment. Surveillance activities will be scheduled annually by UL.
4. **On-Site Assessments.** In connection with the Services or subsequent surveillance activities, UL’s representatives may require access to locations that are used by Customer or any third parties engaged by Customer in connection with the Product (“**Sites**”). In such circumstances, Customer or its Affiliates will ensure UL’s representatives are provided with prompt, free, and safe access to the Site, including equipment, data, documentation, and qualified personnel associated with the Site. Customer will ensure UL representatives have access to Sites for scheduled or unannounced inspections or investigations related to the Product and, if applicable, will extend the foregoing accommodations to personnel of third-party observers (such as an accreditor or regulator). UL representatives may take their own notes at the Site and make copies, photographs, or recordings of equipment, documentation, or products accessible at the Site. UL will direct its representatives to exercise reasonable care to comply with a Site’s safety-related requirements communicated by Customer to UL or its representatives. Customer and its Affiliates may not require that UL representatives sign or accept any additional confidentiality requirements or other separate agreement as a condition of entry to a Site.

5. **Schedule.** Each assessment is unique and the timing of each assessment will vary, depending on the nature of a particular investigation and on the resulting findings. Any estimated time schedule (in a Quote or otherwise) is not binding.
6. **Fees and Expenses.** UL or its Affiliate will invoice Customer for fees and expenses associated with the Services. Fees will cover the assessment or surveillance activity that UL determines is appropriate for the Product, as well as the preparation of deliverables. Expenses associated with the Services (including any surveillance activities) may include travel expenses or services of third-party contractors or facilities.
7. **UL Marks.** This Agreement does not grant Customer any rights in or permissions to use any UL Marks and Customer may not use, apply or reproduce any UL Marks without express written authorization from UL. Any authorization to use a UL Mark (as a mark, badge, or otherwise) would follow the Product receiving a UL certificate of compliance, and be expressly documented by UL. Use of the UL Mark is subject to the Agreement and the applicable UL Mark usage guidelines and UL marketing guidelines. Any right to use UL Marks is a limited, non-exclusive, revocable, and non-transferable license to reproduce and use specific UL Marks on or in connection with a particular Product in accordance with the authorization granted by UL or its affiliates. Customer may not (1) alter the appearance of UL Marks or use them in combination with other designs, (2) sublicense the UL Marks (except if and as expressly authorized in writing by UL), (3) challenge the UL Marks or the ownership of the UL Marks by UL or its Affiliates, (4) seek to register the UL Marks (or any confusingly similar marks) anywhere in the world, (5) use UL Marks in connection with Products that UL has not expressly authorized, or (6) use UL Marks in connection with a Product that deviates from the descriptions on file with UL.

Customer will reasonably cooperate with UL to maintain and enforce any UL Marks that Customer is authorized to use and will promptly notify UL if it is aware of any infringement or misuse involving a UL Mark. Customer is responsible for ensuring that its affiliates, suppliers, and any other parties acting on its behalf comply with all requirements set forth in the Agreement, UL Mark usage guidelines, and UL marketing guidelines. Customer must immediately remove any improperly applied UL Marks, including if and as directed by UL. Upon termination or expiration of the Agreement, or if Customer breaches the agreement or UL otherwise terminates Customer's authorization to use the UL Mark, Customer must immediately cease all use and promotion of the UL Mark, including by (1) removing UL Marks on any products or materials, (2) destroying or returning any labels, surplus packaging, or product inserts bearing UL Marks, (3) no longer making any reference to the certification by UL, (4) notifying third parties involved in packaging or inserts and causing such parties to comply with these requirements, (5) complying with any other termination-related provisions of the Agreement, and (6) provide UL representatives access to Sites as necessary to verify compliance with the foregoing requirements and to retrieve any UL materials.

8. **Promotional Use.** If the Product receives a certificate of compliance and UL permits Customer to use the UL Mark, UL will permit Customer to make appropriate references to UL in promotional or advertising material but solely in connection with Products that have received a certificate of compliance and subject to the following conditions: (1) the promotional or advertising material is in no way inconsistent with the applicable assessment and results, (2) the reference to UL is not intended to and does not create a misleading impression as to the nature of the Services or UL's findings, and (3) the promotional or advertising material does not in any manner state or imply that UL or any other UL company is in any way endorsing or certifying the Product or warranting or guaranteeing any aspect of the Product. Customer may not use a certificate of compliance (or a UL Mark or other materials from UL) in such a manner as to bring UL into disrepute, or make statements about the Services or their outcome that are misleading or unauthorized by UL.
9. **Product Compliance and Field Performance.** UL is entitled to receive information received, developed, or collected by Customer regarding the field performance of a Product. Accordingly, Customer will promptly notify UL in writing: (1) when Customer notifies a relevant governmental agency of potential field hazards, such as a notification from U.S. Consumer Products Safety Commission, (2) when the Product fails to meet the description, specifications, or UL Requirements (as reflected in the certificate of compliance, the related UL report, or other communications from UL), or (3) when Customer learns that the Product could create a substantial hazard to users. Customer will make available to UL for inspection and copying all documents, test results and other information related to the foregoing, will keep a record of all complaints made known to the Customer relating to any Product, and will make these records available to UL upon request. With respect to documents provided by Customer to a federal, state, local, or governmental agency, Customer authorizes that agency to make those documents available to UL for inspection and copying. Customer will take appropriate action to respond to complaints and any noncompliance with UL Requirements and to keep record of such actions. Customer will cooperate with and assist UL in connection with its investigation of any affected Products and undertake such corrective action as is in the best interests of public safety.

10. Changes Affecting the Product. Customer is responsible for notifying UL whenever a change is made to the Product, or in the event of any other change that may affect Customer's ability to continue to conform to the applicable UL Requirements (including changes to Customer's legal, commercial, organizational status or ownership, or changes to where or how the Product is developed and maintained). UL will determine if the changes require additional assessment in order to maintain use of the certificate of compliance and remain in compliance with UL Requirements. If Customer fails to notify UL when such a change is made, or if UL assesses that the changes are not compliant with the UL Solutions Requirements, the certificate of compliance will no longer be valid, and Customer must cease all use or distribution of the certificate of compliance, the assessment report, UL Marks, or other deliverables of the Services. If further assessment is required by UL as a result of the changes, Customer will be notified and be given the opportunity to authorize additional Services.

If UL Requirements are revised while a Product's certificate of compliance is valid, UL will determine the date by which Customer must cease using the certificate and will notify Customer in writing of such date. Customer must comply with terms of any such notice. Where further assessment is required by UL as a result of the revision to UL Requirements, Customer will be notified and be given the opportunity to authorize additional Services.

Following the successful completion of additional Services pursuant to this section, UL may, in its sole discretion, permit Customer to continue to use the certificate (which UL may revise as appropriate).

11. Limitations. The Services (including any surveillance activities) do not in any way relieve Customer of any responsibility for the design, development, testing, marketing, or sale of the Product. The Services and surveillance activities supplement, but do not supplant, Customer's own efforts to examine and to test the Product. If the Product receives a certificate of compliance, Customer will maintain a quality control program to ensure that the Product continues to conform to the applicable UL Requirements. Any liability of UL or its affiliates related to the Services will not exceed an amount equal to the total fees and expenses paid by Customer for the Services.

12. Certificate Term. An AI Safety certificate of compliance is valid for three years, as long as the Customer remains compliant with this Agreement and the UL Requirements, but will be withdrawn earlier if: (1) Customer is not compliant with the UL Requirements or the Agreement, (2) the Services or the Agreement are terminated for any reason, (3) production of the Product ceases or the Product is modified without notifying UL, (4) the UL Mark is used in a manner contrary to the Agreement and applicable UL guidelines, (5) Customer does not successfully complete a surveillance audit, (6) the previously used UL Requirements are no longer valid, (7) UL determines that Customer has obstructed the aim or operation of the AI Safety certificate scheme or fails to take action regarding misuse of a certificate, or (7) Customer requests such a withdrawal. Upon suspension, withdrawal, or termination of a certificate, Customer must stop all use of that certificate, including the use of any promotional and advertising matter that contains any reference to the certificate.

13. Termination. The Quote may be terminated by either party upon at least thirty days' written notice, or immediately in the event of the other party's breach of the Quote or other provisions of the Agreement (including these Service Terms).