

# SERVICE TERMS: ISO ARTIFICIAL INTELLIGENCE MANAGEMENT SYSTEM CERTIFICATION SERVICES

These Service Terms govern ISO Artificial Intelligence Management System (“AIMS”) Certification Services (the “**Service Terms**”) and 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 AIMS certification 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 have the meanings given in the Agreement.

**1. AI Management System Standard Services.** The purpose of the Services is to determine whether Customer’s AIMS conforms and to provide assessment and certification services, and provide certification services in accordance with the International Organization for Standardization (“ISO”) standards (including ISO/IEC 42001) and/or other published standards intended for the evaluation of AI governance, risk management, lifecycle controls and continual improvement and, if applicable, to determine eligibility for the associated UL certificate of compliance. For clarity, the Services will not result in the certification of a separate product, system output, or application (whether physical or digital) that utilizes or is generated by AI systems within the AIMS, and will not result in any safety certification (or other certification) other than certification of the AIMS against the applicable UL Requirements (including ISO/IEC 42001, as applicable).

UL will assess the conformity of the AIMS and AI systems within scope 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 governance policies, risk assessments, lifecycle documentation, model development and validation records, data governance documentation (including data sources, provenance, and controls), technical documentation, and other relevant information, and cooperation. If Customer subcontracts all or a part of the design, development, operation, or maintenance of its the AIMS or AI systems 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.

**2. Deliverables.** When UL completes the assessment and confirms that the Customer has demonstrated that the AIMS conforms to the UL Requirements, UL will issue a certificate of compliance with a validity period as set forth in Section 12, together with an assessment report documenting the assessment and certification criteria. The certificate automatically expires after the validity period and does not constitute a guarantee of ongoing conformity, performance, or outcomes of any AI systems or their outputs.

**3. Surveillance.** If the Services result in the AIMS 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, including providing evidence of the AIMS operation, monitoring activities, and continued effectiveness of controls, and, if applicable, examples of use of the UL Mark in accordance with applicable guidelines. Surveillance activities are priced separately from the original assessment. Surveillance activities will be scheduled annually by UL, or more frequently as required under the UL Requirements or based on risk or material changes to the AIMS.

**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 AIMS or AI systems (“**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 AIMS or AI systems within scope 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 systems, processes, or materials accessible at the Site that are relevant to the AIMS or AI systems. 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.** The Quote will establish the price for the Services. The price will depend upon the type of certification requirements. All Quotations and Project Confirmations are subject to change at UL Solutions Contracting Party's discretion, upon reasonable notice to Customer, depending upon the requirements of the specific project. 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, 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. Customer agrees to use the Certificate, and accreditation mark(s) owned or controlled by UL, only in accordance with the conditions of use set out in the Program Requirements of the UL Solutions Contracting Party. Certification to ISO/IEC 42001 does not constitute approval, endorsement, or guarantee of safety, legality, or performance of any specific AI system or warranty regarding the safety, performance, compliance, or reliability of any AI product, software, or output.

**8. Promotional Use.** If the Customer 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 accordance with the conditions of use set out in the Program Requirements applicable to certified AIMS 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 system or warranting or guaranteeing any aspect of the system. 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. Certification to ISO/IEC 42001 does not constitute approval, endorsement, or guarantee of any AI system or its outputs.

**9. Cancellations and Postponements.** UL Solutions Contracting Party will work with Customer to schedule pre-assessment meetings, preliminary evaluations, registration audits, and surveillance audits, at mutually agreeable dates and times. If Customer postpones or cancels any scheduled audit less than thirty (30) days before the scheduled date, Customer agrees to pay the following cancellation fees:

- a) If Customer notifies UL Solutions Contracting Party less than thirty (30) days, but more than fourteen (14) days before any scheduled audit, the cancellation fee shall be the greater of 20% of UL Solutions Contracting Party's quoted fee or \$3,000; or
- b) If Customer notifies UL Solutions Contracting Party less than fourteen (14) days before any scheduled audit, the cancellation fee shall be 75% of UL Solutions Contracting Party's quoted fee.

**10. Changes Affecting the Certification.** Customer is responsible for notifying UL promptly, and in any event prior to deployment of any material change, of any change to Customer's AIMS or AI systems within scope that could affect Customer's ability to continue to conform to the applicable AIMS Program Requirements and/or Addendum for Program Specific Requirements specific to ISO/IEC 42001 (collectively, "Program Requirements") or other requirements as dictated by Agreements with UL (together with Program Requirements, the "UL Requirements") (including changes to Customer's legal, commercial, organizational status or ownership, or changes to where or how the AIMS or AI system is developed and maintained, and including changes to models, algorithms, parameters, training/validation/production data, use cases, intended purpose, operating environment, or material third-party providers). Customer will maintain documented change management and impact assessment procedures consistent with the UL Requirements.).

UL will determine, in its sole discretion, whether any such changes require additional assessment, surveillance, conditions, suspension, or other actions in order to maintain use of the certificate of compliance and remain in

compliance with UL Requirements. If Customer fails to notify UL as required, or if UL determines that the changes result in nonconformity, the certificate of compliance will no longer be valid, and Customer must immediately cease all use, distribution, and any claims or representations regarding 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 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).

UL Solutions Contracting Party will make available a document(s) containing Program Requirements, which describe governance, risk evaluation, lifecycle controls, and stakeholder impact considerations applicable to AI systems. The Program Requirements more fully explain UL Solutions Contracting Party's various management system certification programs and Customer's obligations and rights under those programs. Customer agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Terms and made a part of the Service Agreement between the parties. In the event of a conflict between the Program Requirements and these Terms, the Program Requirements shall control.

**11. Limitations.** The Services are designed to assess and monitor Customer's AIMS, including governance, risk management, and oversight processes associated with AI systems. The Services (including any monitoring, validation, or surveillance activities) do not in any way relieve Customer of its sole responsibility for the design, development, training, validation, deployment, operation, monitoring, documentation, and retirement of its AI systems, or for any outputs generated by such systems. The Services and surveillance activities supplement, but do not supplant, Customer's independent obligations to test, validate, monitor, and govern its AI systems and associated outputs on an ongoing basis. Any certification, assessment result, or statement of alignment issued in connection with the Services applies only at the point in time and scope assessed and does not constitute a guarantee of continued conformity, performance, or compliance. 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.** If UL determines that Customer's AIMS conforms to ISO/IEC 42001 and Program Requirements, UL will issue a certification applicable to the defined scope of the AIMS. Such certification is typically valid for a three (3) year period, subject to successful completion of required surveillance audits and continued compliance with the Agreement and Program Requirements. Certification applies only to the AIMS within the defined scope and does not imply continued conformity or certification of any specific AI system, product, or output.

**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).