

## BURGLAR AND FIRE ALARM SYSTEM CERTIFICATE VERIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern the Burglar and Fire Alarm System Certificate Verification Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client. These Service Terms and the terms of the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for Burglar and Fire Alarm System Certificate Verification Service. The capitalized terms in these Service Terms not defined herein shall have the same meaning as in the GSA.

1. **Subscriber.** The term “Subscriber” is used to denote an insurance underwriting authority or authority having jurisdiction requiring the issuance of a fire or burglar alarm certificate by UL Contracting Party.
2. **Right to Use.** Whereas Subscriber desires to obtain data from a proprietary information service known as the ULCVS for its own internal use in the conduct of its business and UL Contracting Party is willing to permit Subscriber to obtain data from ULCVS for its own internal use, UL Contracting Party grants Subscriber a non-exclusive right to utilize ULCVS for its own internal use.
3. **Charges And Method of Payment.** A registration fee, inquiry service fee, or other service charges to the Subscriber, if any, for the use by Subscriber of ULCVS shall be as specified in the Price Schedule currently in effect. Subscriber agrees that payment in full of any registration fee shall accompany submission of the Service Agreement.

Subscriber will be billed quarterly by UL Contracting Party for Subscriber’s use of ULCVS. Subscriber agrees to pay each invoice in full to UL Contracting Party upon presentation of invoice.

4. **Modification of Service.** UL Contracting Party reserves the right to designate and make changes in rules of operation, accessibility period, Subscriber identification procedures and designation of the particular center serving the Subscriber at any particular address.
5. **Subscriber Responsibilities.** Subscriber shall be exclusively responsible for the supervision, management, and control of its use of ULCVS and associated documentation, and results obtained there from, by its employees, and anyone accessing through Subscriber.

Subscriber shall only use ULCVS in accordance with the terms of the Service Agreement and those, which may be established or specified by UL Contracting Party from time to time in any manuals, materials, documents, or instructions furnished by UL Contracting Party to Subscriber.

6. **Limitation of Subscriber’s Use.** Subscriber’s use of ULCVS shall be solely for its own internal purposes and Subscriber shall not permit any third party to access or use ULCVS either on or off Subscriber’s premises. Subscriber shall not grant, furnish, sell, copy or offer or otherwise provide access to the use of ULCVS or the information contained therein to any third party.
7. **No Warranty.** ULCVS and all related materials, support and services are made available by UL Contracting Party for use by Subscribers “AS IS” without any

representation or warranty of any kind, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Subscriber agrees that UL Contracting Party shall have no liability of any kind arising from performance, accuracy of data or use by Subscriber of ULCVS and such related materials. UL Contracting Party makes no representations or warranties, express or implied, that the Alarm System described as part of ULCVS will in all cases provide the protection for which they are installed or intended.

8. **Limitation of Liability.** UL Contracting Party does not assume or undertake to discharge any liability of the Alarm Service Company or any other party or parties arising out of the issuance of a Burglar or Fire Alarm Certificate by UL Contracting Party. The Subscriber agrees that UL Contracting Party assumes no liability for any loss which may result from failure of the alarm equipment, failure to conduct inspections, incorrect certification, nonconformity with requirements, failure to discover nonconformity with requirements, cancellation of the Certificate or withdrawal of the Alarm Services Company from inclusion in UL Contracting Party's product directories or ULCVS prior to the expiration date of the Certificate.

In no event shall UL Contracting Party be liable for loss of profit, goodwill or other special, incidental or consequential damages arising out of or in connection with the Subscriber's use of the service and/or data provided hereunder even if UL Contracting Party has been advised of the possibility of such damages.

No action, regardless of form, arising out of the services provided under the Service Agreement shall be brought by Subscriber more than one (1) year after the cause of action has accrued.

9. **Security of Passwords.** The Subscriber shall be responsible for protection of passwords or codes assigned to the Subscriber and for the adequacy of formulation and transmission to the computer of messages choosing ULCVS databases or other services and for the Subscriber's search or other service requests.
10. **Specification of Acceptable Equipment and Software.** UL Contracting Party will establish the technical specifications for the local terminal equipment and software required to access and utilizes the ULCVS database and the UL Contracting Party's computer facility. It is the responsibility of the Subscriber to provide local terminal equipment and software in conformance with UL Contracting Party established technical specifications required to utilize ULCVS. UL Contracting Party reserves the right to revise and implement changes to the technical specifications of local terminal equipment and/or software. UL Contracting Party will provide Subscribers a minimum of 60 days prior written notice before implementing changes to technical specifications of local terminal equipment and/or software. At the conclusion of that time, Subscribers may be required upon the nature of said change or changes to specifications to conform to the new specifications in order to utilize ULCVS.
11. **ULCVS Services.** Following reasonable notice from UL Contracting Party to Subscriber, UL Contracting Party may make such scheduled interruptions in service as are required for UL Contracting Party to add enhancements and modifications to the system or services or to the UL Contracting Party's computer or communications equipment or to maintain such systems, services, or equipment.