

## FIELD CERTIFICATION SERVICE TERMS FOR CANADA

These Field Certification Service Terms govern Field Certification Services performed by UL 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 Field Certification Service Terms. The capitalized terms used but not defined in these Field Certification Service Terms have the same meaning as in the Global Services Agreement.

**1. Field Certification Service.** When Applicant submits a device, equipment, material or system (“Product”), UL Contracting Party will provide a “Field Certification” designed to assess the Product’s conformity to applicable requirements imposed by UL Contracting Party, including, but not limited to, any applicable ULC Standards or other local, regional or internationally recognized standards (collectively, “UL Requirements”). A Field Certification includes without limitation the following: (a) performance of tests on Product(s), in accordance with UL Requirements, and (b) evaluation of Product construction criteria by examination of the Product(s) in accordance with UL Requirements. If no prescribed tests or no construction criteria exist for the Product(s), UL Contracting Party may, but is under no obligation whatsoever, to develop and establish such standards and criteria as are necessary to assess the Product(s). If UL 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 Contracting Party’s liability for the formulation of any such standards and/or criteria will be strictly limited by the terms of the Field Certification Service Agreement, including, but not limited to, Sections 10, 11 and 12 of the Global Services Agreement. The purpose of such Field Certification Service is to determine whether the Product(s) conform to UL Requirements and whether the Product(s) might be eligible to bear certain names, trademarks, service marks and certification marks that are controlled or used by UL Contracting Party that include “ULC” or the “ULC” symbol (each a “UL Mark”).

**2. Acceptance of Components Certified by Others.** The following provisions apply if Client submits Products to UL 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 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 Contracting Party may accept certain non-UL tested/certified components, with or without additional testing, that are certified by certain other certification organizations as determined by UL Contracting Party in its sole discretion (“Accepted Component”). Any additional testing or verification of certification of Accepted Components performed by UL Contracting Party shall not relieve Client of its obligations under these Service Terms. UL Contracting Party only accepts selected components certified by selected certification organizations. The components and other certification organizations UL Contracting Party accepts may change from time to time at the sole discretion of UL Contracting Party. Components not accepted by UL Contracting Party must be separately tested by UL Contracting Party to determine compliance with the UL Requirements.

- (c) Client represents and warrants to UL Contracting Party that all Accepted Components are in compliance with the component's applicable certification requirements at the time UL 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 Contracting Party's Services may not include re-testing or verifying the compliance of any Accepted Component with any component certification requirements; that UL Contracting Party accepts such Accepted Components "AS IS"; and that UL Contracting Party's Services in no way imply that UL Contracting Party is guaranteeing or making any representation whatsoever with respect to the Accepted Components, other than what appears in the UL Contracting Party's report or Procedure. Client agrees that UL 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 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 Contracting Party's sole discretion, be examined by UL Contracting Party at the end product manufacturing location, however, any such examination shall not relieve Client of its obligations under these Service Terms.
- (f) UL Contracting Party may withdraw the certification of any Product that utilizes an Accepted Component if UL 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 tested/certified component, and/or no longer accepts components certified by the certification organization which certified that component. In addition, UL Contracting Party may modify or terminate acceptance of any non-UL tested/certified component in its sole discretion at any time by providing notice to Client.

### 3. Definitions

**3.1 UL Contracting Party:** The UL Contracting Party for Field Certification Service will be identified in the Quotation or Project Confirmation provided to the Applicant.

**3.2 Preliminary Product Evaluation (PPE):** The preliminary evaluation of the product(s) or manufacturing process(es) and of manufacturing facility(ies), additional testing and any other activities by UL Contracting Party or another UL Company to determine if the covered Product(s) satisfy UL Requirements.

**4. Subscriber and Related Matters.** The term Subscriber means a Client that enters into a Service Agreement with UL Contracting Party in one or more of the following capacities: (a) an "Applicant" (the party that applies to UL Contracting Party for Field Certification), or (b) a "Manufacturer" (the manufacturer or assembler of the Covered Product). Where a Client's obligations do not solely pertain to its specific status as Applicant or Manufacturer, the Client is referred to as "Subscriber." Where a Client's obligation arises from its specific status as Applicant or Manufacturer, the Client is referred to as "Applicant" or

“Manufacturer” as appropriate. The Applicant must provide UL Contracting Party with the intended name of the Manufacturer and the addresses of the locations where the Product is being manufactured, assembled, fabricated, processed, finished or where it is stored (each, a “Manufacturing Location”). To the extent Applicant subcontracts all or a part of the manufacture or assembly of its Product(s) to a third party Manufacturer, Applicant shall cause such Manufacturer to comply with UL’s requirements, including without limitation, the terms of any Service Agreement.

5. **Potential Hazard.** UL Contracting Party reserves the right to terminate the Field Certification if, in UL Contracting Party’s sole discretion, the equipment features cannot be fully evaluated at the manufacturer’s location or at the place of installation, or the evaluation presents a potential hazard to personnel or property.
6. **Jurisdictional Authority Report.** UL Contracting Party’s staff will address all questions or concerns raised by the local Authority Having Jurisdiction (“AHJ”). UL Contracting Party’s staff may fully discuss or include in correspondence all aspects of the evaluation with any local AHJ concerning the said Product. Any time a Product design is modified after application of the UL Mark, the Subscriber is obligated to inform the UL Contracting Party for a re-evaluation of the product and the modifications. UL Contracting Party upon completion of the re-evaluation may issue a revised/updated report. UL Contracting Party may provide such reports to any AHJ upon the AHJ’s request.
7. **Offer and Acceptance.**
  - (a) The terms of any Field Certification Service requested by the Applicant, and to be provided by UL Contracting Party, including the amount of the Field Certification fee, will be set forth in a Quotation or Project Confirmation from UL Contracting Party to the Applicant. The Quotation will be UL Contracting Party’s offer to provide Field Certification 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 Field Certification Service between UL Contracting Party and the Applicant (“Field Certification Service Agreement”).
  - (c) In the event that Applicant submits an order without a Quotation, UL Contracting Party’s issuance of a Project Confirmation will constitute UL Contracting Party’s acceptance of Applicant’s order and will also create a separate binding Field Certification Service Agreement between UL Contracting Party and the Applicant.
  - (d) Each Quotation or Project Confirmation and Field Certification Service Agreement is deemed to incorporate the Field Certification Service Terms applicable to such Field Certification 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’s 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 Field Certification, as deemed necessary by the UL Contracting Party.
8. **Estimated Schedule.** Applicant acknowledges and agrees that each Field Certification 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 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 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 Contracting Party’s part to perform Field Certification Service under the Field Certification Service Agreement within the time set forth in any estimated time schedule that UL Contracting Party might provide to Applicant.
9. **Use of the UL Mark.** The Subscriber’s “Use of the UL Mark” shall mean, (i) the manufacture, sale, delivery, shipment, distribution or promotion of any Covered Product bearing a UL Mark, or (ii) a description referring to UL Contracting Party or another UL Company, or (iii) the Subscriber’s use of the name of UL Contracting Party or another UL Company or UL Mark in advertising or promotional materials (as described in Section 25 of these Service Terms). The Subscriber’s Use of the UL Mark shall be deemed to commence upon the earliest of (i), (ii) or (iii) above.
10. **Preliminary Product Evaluation.** UL Contracting Party reserves the right to conduct a PPE to determine whether the Product(s) conform to UL Requirements.
11. **Limitation of Liability.** Subscriber expressly acknowledges and agrees that Field Certification Service — including, without limitation, UL Contracting Party’s inspection of facilities where the Covered Product is manufactured or assembled and UL Contracting Party’s examination or testing of the Product(s) manufactured does not in any way relieve Subscriber of any responsibility for the design, manufacture, testing, marketing, and sale of the Covered Product. Manufacturer agrees to maintain appropriate testing and measuring equipment at its facilities. Manufacturer will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. Manufacturer will make its calibration records and its testing and measuring equipment available to UL Contracting Party when requested by the UL Contracting Party as appropriate for the Covered Product.
12. **Access to Facilities.** Subscriber acknowledges and agrees that representatives of UL Contracting Party, as well as any third-party observers accompanying the representatives, shall have free, unannounced, immediate, safe, and secure access to factories, job sites, and/or storage facilities where the Covered Product, or any components thereof, are fabricated, processed, finished, stored, or located, during normal business hours or when the factory, job site, or storage facilities are actually in operation. Subscriber agrees to provide UL Contracting Party’s representatives and third-party

observers with all applicable safety, and other, protections required by law for Subscriber's own employees, including, without limitation, all U.S. Occupational Safety and Health Administration ("OSHA") rules and regulations or any non-U.S. equivalents. Subscriber will not attempt to condition the right of UL Contracting Party's representatives, or the third-party observers accompanying the representatives, to obtain free access to a factory, job site, or storage facility upon the signing of any agreement, waiver or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If any representative of UL Contracting Party signs such an agreement, waiver, or release, it shall be considered void and will be of no force and effect. UL Contracting Party will, however, direct its representatives to exercise reasonable care to comply with any plant or job site safety regulations generally applicable to personnel at any such factory, job site, or storage facility.

13. **Access to UL Mark.** The UL Mark will be provided and applied on the Product(s) only by the UL Contracting Party. If UL Contracting Party's examination(s) or test(s) disclose features that, in the sole opinion of UL Contracting Party's representative, do not conform to UL Requirements, the Manufacturer must correct such items within a time period designated by UL Contracting Party. The application of the Mark will be deferred until such time all identified deficiencies have been remedied. If any Manufacturer disagrees with UL Contracting Party's representative regarding whether a Product is eligible to bear the UL Mark, the Manufacturer may appeal the representative's decision and may hold the Product at the factory, job site, or storage facility pending decision by UL Contracting Party in any such appeal.
14. **Covered Product Information.** Subscriber acknowledges its willingness to support UL Contracting Party's public safety mission and that UL Contracting Party is entitled to receive information received, developed or collected by Subscriber regarding the field performance of a Covered Product. Accordingly, Subscriber will promptly notify UL Contracting Party in writing: (i) when Subscriber notifies a relevant governmental agency of potential field hazards, (ii) when the Covered Product fails to meet any of the UL and / or performance requirements; or (iii) when the Subscriber has found or has received a report that the Covered Product could create a substantial hazard to users. Subscriber agrees to make available to UL Contracting Party for inspection and copying all documents, test results and other information related to (i) - (iii) above, keep a record of all complaints made known to the Subscriber relating to any Covered Product in compliance with UL Requirements and to make these records available to UL Contracting Party when requested. Subscriber agrees to take appropriate action to respond to such complaints and any noncompliance with UL Requirements and keep record of such actions. Subscriber agrees that UL Contracting Party may share such information with other UL Companies and subcontractors worldwide. Specifically, with respect to documents provided by Subscriber to federal, state, local, or governmental agency, Subscriber authorizes that agency to make those documents available to UL Contracting Party for inspection and copying. Subscriber agrees that it will cooperate with and assist UL Contracting Party in connection with its investigation of any affected Covered Products and undertake such corrective action as is in the best interests of public safety.
15. **Field Report and Corrective Action Investigation Fees.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant at UL Contracting Party's then-current rates for any and all investigations or corrective actions necessitated by any failure of a Covered Product to conform to (a) the

description, specifications, and UL Requirements; and (b) the published standard(s), if any, applicable to the Covered Product.

16. **Product Investigation Fees.** UL Contracting Party or another UL Company will bill Applicant for all Product Investigation & Field Certification fees. These fees will cover the examination and such tests as UL Contracting Party determines are appropriate for the Product (not including conformity assessment of additional products, conformity assessment of the Product or a modified Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a report.
17. **Expenses.** Unless UL Contracting Party expressly agrees in writing otherwise, UL Contracting Party or another UL Company will bill Applicant for all reimbursable expenses associated with Product Investigation and Field Certification 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 Contracting Party reports and other documents.
18. **UL Ownership.** Subscriber acknowledges and agrees that UL Contracting Party or another UL Company owns the UL Mark. Subscriber expressly agrees that it shall not use the name of UL Contracting Party or another UL Company or the UL Mark on or in connection with, the Covered Product, containers, or packaging, unless and until authorized by the UL Contracting Party in writing and then only in the form or manner specified. The Subscriber may not refer to a Covered Product as “UL pending”. Subscriber further agrees that UL Contracting Party may, but is not obligated to notify any third party of any improper or unauthorized Use of the UL Mark, or reference to UL Contracting Party or another UL Company, by Subscriber.
19. **Form of UL Mark.** UL Mark shall be in the form of separable, legible labels not readily transferable from one product to another.
20. **Ownership of Labels.** Subscriber agrees that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Contracting Party or another UL Company in perpetuity. UL Contracting Party’s representatives shall have the right, on demand, to remove an applied label when, in the sole opinion of UL Contracting Party’s representative, such action is warranted under the circumstances.
21. **Misuse of UL Company Name or UL Mark.** Subscriber acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any Covered Product bearing a UL Mark, or a description referring to UL Contracting Party or another UL Company, could mislead third parties if such Covered Product is not, in fact, covered by a Field Certification Service Agreement or does not comply with UL Requirements (including, without limitation, the applicable standards), or if the UL Mark is used in any way other than as provided in this Agreement. Subscriber acknowledges and agrees that any such use of the name of UL Contracting Party, the name of another UL Company, or of any UL Mark would constitute a “Misuse” under the terms of this Agreement. Subscriber expressly agrees that any Misuse of the name of UL Contracting Party, another UL Company or the UL Mark will subject Subscriber both to liability for breach of contract and to the remedies for such breach set forth in the Global Services Agreement and in these Service Terms.

- 22. Voluntary Termination Upon Written Notice.** Except as set forth in Section 23 below, the Field Certification Service Agreement will continue in effect until terminated by either the Applicant or UL Contracting Party, without cause, upon provision of thirty (30) days prior written notice to the other.
- 23. Immediate Termination Events.**
- (a) If Applicant defaults on any of its obligations under the Global Services Agreement or any Service Agreement in effect between Applicant and either UL Contracting Party or another UL Company, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, in whole or in part, the Field Certification Service Agreement, any other Service Agreement between Applicant and UL Contracting Party and any and all rights or authorities granted to Applicant by virtue of the Field Certification Service Agreement or those other Service Agreements. Such termination will be without prejudice to any other rights or remedies that UL Contracting Party might have for default, subject to any limitations under the Global Services Agreement.
  - (b) In the event that UL Contracting Party defaults on any of its obligations under the Field Certification Service Agreement, the Applicant may, in its sole discretion, immediately terminate the Field Certification 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.
- 24. Use of UL Company Name and UL Mark in Advertising and Promotional Materials.** UL Contracting Party will permit Subscriber to make appropriate references to UL Contracting Party or another UL Company as authorized from time to time in writing by UL Contracting Party in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with Covered Products that bear the UL Mark; PROVIDED THAT, in UL Contracting Party's sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with the findings or coverage's of UL Contracting Party; (b) the reference to UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of UL Contracting Party's findings, its coverage's, or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party or any other UL Company is in any way (i) "endorsing" or "certifying" the Covered Product; or (ii) "warranting" or "guaranteeing" any aspect of the Covered Product, its performance, or its "safety." Except for the UL Mark that is prescribed for use in the report, no other UL Mark may be used in any advertising or promotional material related to a Covered Product. In those instances where a UL Mark is used, any text which is required by the Follow-Up Service Procedure shall be set forth in full in any such advertising or promotional materials.
- 25. Joint Responsibility.** Applicant and Manufacturer will be jointly and severally responsible to UL Contracting Party for the Manufacturer's fulfillment of its obligations under this Service Agreement and for any breach by Manufacturer of those obligations and a Manufacturer's breach of its obligations under this Service Agreement will also constitute a breach by Applicant of their Service Agreement.
- 26. Specific Canadian Requirements on Bilingual Markings.** Canadian Federal and Provincial/Territorial statutes and regulations, such as the Consumer Packaging and

Labeling Regulation, require the use of bilingual product markings for products sold in Canada. The bilingual requirements include the Safety, Warning & Caution markings as defined by the Standard or ORD. It is the sole responsibility of the Client and Manufacturer to comply with the applicable Canadian Federal and Provincial/Territorial Marking Regulation(s) and Law(s) in both official languages.

27. **Dispute Resolution Concerning Standards Council of Canada Accreditation Criteria.** If any Client's 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 and its decision concerning fulfillment of accreditation criteria will be binding.