

FUNCTIONAL SAFETY CERTIFICATE SERVICES SERVICE TERMS

These Service Terms shall govern Functional Safety Certificate Services performed by the 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 Functional Safety Certificate Service. The capitalized terms in these Service Terms shall have the same meaning as in the GSA.

- 1. Scope of Service.** UL Contracting Party will perform functional safety evaluation services for Client. Functional safety certificate services can be provided for products, as well as for quality management systems. However, these services shall not result in UL Contracting Party issuing product safety certification of any product, or registration of any management system. The services requested by Client for specific projects shall be set out in individual Quotations or Project Confirmations.
- 2. Price.** The Quotation or Project Confirmation will establish the price for Services. The price will depend upon the type of product and the test requirements. The Services requested by Client for specific projects shall be set out in individual Quotations. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Selection of Standard.** The functional safety assessment is performed in accordance with the requirements of a published and relevant functional safety standard(s) as selected by the Client. Functional safety standards define functional safety ratings, such as as Safety Integrity Level (SIL), Automotive Safety Integrity Level (ASIL), Performance Level (PL) or Class. The Client identifies the functional safety standard and the functional safety ratings to which a product will be evaluated.
- 4. On-Site Investigations.** UL Contracting Party may perform functional safety certificate services on site at Client’s facilities, or at facilities of other parties. Client agrees that UL Contracting Party’s representatives shall have safe, secure, and free access to the facilities where the requested services will be performed. UL Contracting Party shall direct its representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility’s personnel. Access to the facilities by UL Contracting Party’s representatives shall not be conditioned upon the execution of any agreement, waiver, or release. If UL Contracting Party’s representatives are prevented from performing or completing any on-site services for any reason beyond UL Contracting Party’s reasonable control, UL Contracting Party shall not be responsible for the non-performance, and Client may be charged for any actual expenses UL Contracting Party incurs, including part of the price equal to the cost of services already performed.
- 5. Deliverables.** When UL Contracting Party completes the functional safety certificate services and verifies that the customer has met all applicable requirements, UL Contracting Party will issue a three (3) year functional safety certificate and provide a test report. The certificate automatically expires three (3) years from the date of issue or from the date of re-issue upon change.

6. **Product Changes.** The Client is responsible for notifying UL Contracting Party whenever a change is made to the certified product. UL Contracting Party will determine if the changes to the product are acceptable under the current certification or if additional evaluation is required in order to maintain use of the certificate. If the Client fails to notify UL Contracting Party when a change is made to the certified product, or the product fails additional evaluation based on product changes, then the certificate is null and void and the Client will cease using and distributing copies of the certificate.

7. **Use of Names and Marks.** Functional Safety Certificate Services shall not result in UL Contracting Party issuing product safety certification or any authorization to use its Marks. Except as otherwise expressly authorized by UL Contracting Party, Client shall not use UL Contracting Party's, or any other UL Company's, name, abbreviation, symbols, Marks, or any other form of reference which may be interpreted refer to UL Contracting Party or any other UL Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise.