

IDENTITY MANAGEMENT AND SECURITY (IMS) SERVICE TERMS

These Service Terms will govern Identity Management and Security (“IMS”) Services performed by UL Contracting Party (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the UL Contracting Party and the Client (“you” or “your” as the context requires). These Service Terms and the terms of the Global Service Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for the Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Transaction Security Services.** The UL Contracting Party will perform advisory, training, testing, and other professional services associated with transaction security (“Services”) and, if applicable, any license to use the UL test tools and products associated with such Services (“License”) and related Technical Support Services (“TSS”), in accordance with applicable standards and requirements and as described in offers, proposals, scope of work documents, order acknowledgments, and quotations issued by UL Contracting Party (“Quotation”).

Web Services (defined below), and if applicable, TSS are subsets of Services, included in the definition of Services. If the Services include a License and TSS, the terms included in Exhibit A shall apply.
- 2. Disclaimer.** We do not guarantee, warranty or provide any assurance that our Services, our opinion, or findings will be recognized or accepted by third parties.
- 3. Estimated Schedule and Pricing.** Any time schedule and pricing terms set forth in the Quotation are estimates only and subject to change upon reasonable notice from us depending upon the specific project.
- 4. Retailer Programs.** If you request us to test compliance with retailer, carrier or other third party program (“Retailer”) by requesting Services under the Retailer’s program, you consent to our disclosure of all associated information, materials, and deliverables to such Retailer and acknowledge that, notwithstanding any terms to the contrary in these Service Terms, the ownership of the deliverables for the Services will be in accordance with the Retailer’s program.
- 5. Web Services.** We may provide you with certain website tools and related services, including the ability to order services online through a website (collectively, the “Web Services”). The Web Services are provided to you as a convenience and are provided on an “as is”, and/or “as available” basis. By using the Web Services, you acknowledge and agree that no data or content transmitted over our networks, the internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by us, our affiliates, or our service providers may be deleted, modified, or damaged. You acknowledge that if you wish to protect your transmission of data or files to us, it is your responsibility to use a secure encrypted connection to communicate with and use the Web Services. Web Services are included in Services at your sole risk, and are subject to any terms of use applicable to such Web Services.
- 6. Client Responsibilities.** Client will: (a) fulfill any Client responsibilities as specified in the Quotation; (b) ensure that all assumptions contained in the Quotation are accurate; (c) provide UL Contracting Party with reliable accurate and complete information as required to perform the Services; (d) ensure that all of Client’s data, programs and files are backed-up and made available to UL Contracting Party; and (e) manage the selection, use, and application of the UL Services and License (“Client Responsibilities”). UL Contracting Party will be entitled to rely on all Client decisions, representations, and approvals made before and during the provision of Services. Nothing in these Service Terms will require UL Contracting Party to evaluate, advise on, modify, confirm, or reject such decisions, representations, or approvals. Client will manage the selection and use of its internet, data, and telecommunication facilities (“Resources”), during the execution of the Services. UL Contracting Party shall under no circumstances be liable for losses or costs

arising as a result of transmission errors, breakdowns or the non-availability of the Resources unless Client is able to demonstrate that these losses or costs are the result of UL Contracting Party's gross negligence or willful misconduct.

7. **Samples.** If required, you shall provide us samples for testing and evaluation, the number and other details of the samples required shall be as described in the Quotation. We will provide you with information on where to ship the samples. Evaluation testing may destroy your samples. We will return the samples to you at the completion of the evaluation testing, unless you instruct otherwise. Return shipping and insurance costs are the responsibility of the Client.
8. **Intellectual Property Rights.** UL Contracting Party, its licensors or its own suppliers, does and shall remain the sole and exclusive owner of the software, data files, testing tools, hardware, or other materials, such as analyses, designs, documentation, reports, quotations, and related preliminary material developed, made available to Client, or used in the provision of Services, including all patents and patentable materials, trademarks, service marks, trade names, copyrights, methodologies, drawings, processes, algorithms, specifications, programing logic, pseudo code, software, tools, technologies, manuals including user, installation and operational guides, reports, ideas, concepts, trade secrets, and know-how embodied in any of the foregoing (the "UL Property"). The Client shall only acquire those rights to use the UL Property that are explicitly granted by these Terms. Any rights of use in the UL Property granted to the Client shall be non-exclusive, non-transferable to third parties and non-sub licensable.
9. **Deliverables.** Upon full performance by Client of the Client Responsibilities and payment of all fees and costs due, Client will have a non-exclusive, right and authorization to use, produce, display, distribute, modify and make derivative works of: (i) the items (including reports or other results of the testing provided pursuant to the Services) specifically described as deliverables in the Quotation (the "Deliverables"); and (ii) any UL Property embodied therein solely as necessary for Client's use of the Deliverables for Client's internal business purposes, including, if any, the purpose(s) specified in the applicable Quotation. UL Contracting Party does and shall own and retain all right, title, and interest in and to the Deliverables and all UL Property embodied therein. Client hereby acknowledges and agrees that any improvements, enhancements, modifications, or changes made by Client alone or jointly with UL Contracting Party or other parties, resulting from or related to any comments or suggestions, whether written or oral, made by Client with respect to the Services or UL Property that are incorporated into the Services or Deliverables shall be the sole property of UL Contracting Party. UL Contracting Party reserves all rights not expressly granted under these Service Terms.
10. **Subcontracting and Personnel.** We will be responsible for assigning and re-assigning our personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of twelve (12) months after the Services are completed, you will not actively solicit the employment of our personnel involved directly with providing the Services to you. You agree that we may subcontract the Services to third parties. We will provide as a term of any such subcontract that the subcontractor shall meet our current qualification requirements and will comply with our requirements for confidentiality, conflicts of interest, and ethical standards

Exhibit A

UL TEST TOOLS AND PRODUCTS LICENSING TERMS

This license ("License") is made a part of and is subject to the GSA, and this Service Terms and together the Terms and License form the agreement between the parties for the provision of UL test tools and products (the "Agreement").

A.1 LICENSE

UL Contracting Party hereby grants to Client a non-exclusive, terminable, revocable, royalty-free, nontransferable, and limited license ("License") to access and use the UL test tools and products solely for Client's own internal business purposes. UL Contracting Party owns all right, title, and interest in or to, or has licensed, all elements of the UL test tools and products, including, without limitation, any updates, new releases, modifications, improvements, or derivative works as well as the delivery systems supporting the UL test tools and products. This License grants no title or rights of ownership in the UL test tools and products, or any elements, modifications, improvements, or derivative works thereof, and all rights not expressly granted to Client herein are reserved by UL Contracting Party. The License does not include the right to allow access, sub-license, distribute, sell, or supply to any third party or affiliate, modify, adapt, amend, incorporate, merge, or otherwise alter the UL test tools and products in any manner. Client shall not remove or replicate any logo, copyright, or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in the UL test tools and products. Client shall not carry out any act or omission or permit any act or omission to take place that infringes or is likely to infringe any intellectual property rights owned or used by UL Contracting Party.

Components of the UL test tools and products or the Services may be subject to third party license terms ("Third-Party Licenses"). The Client agrees to the terms of such Third-Party Licenses. UL Contracting Party shall provide Client with a copy of the Third Party License terms upon request. If the Third Party License terms are deemed not to apply for any reason whatsoever, or are inapplicable to the Services, the terms of this License shall apply.

A.2 TERM

The term of this Agreement and License (the "Term") shall begin upon the date first written above and, unless sooner terminated pursuant to the terms of this Agreement, shall continue for one (1) year unless either party notifies the other in writing of its desire to terminate this Agreement.

A.3 PASSWORDS

Client shall keep all passwords and any other access credentials provided by UL Contracting Party to Client strictly confidential and secure, and shall not disclose such passwords to any other person or entity without the prior written consent of UL Contracting Party. In the event that Client becomes aware or has a suspicion that a third party is improperly utilizing Client's password, Client must notify UL Contracting Party immediately.

A.4 UL MARKS

Client agrees that all of UL's trademarks, certification marks, trade names, service marks, and other UL logos and brand features (collectively, "UL Marks") are the exclusive property of UL. Without UL's prior written permission, Client agrees not to display or use the UL Marks in any manner. Without limiting the generality of the foregoing, nothing herein shall be construed as granting Client any rights to use any UL certification marks or other trademarks.

A.5 DEVELOPED SOFTWARE

If the Quotation includes Services for developed software ("Developed Software"), UL Contracting Party shall perform the software development activities based on specifications and data provided by Client. Client shall be responsible for the accuracy, completeness and consistency its specifications. Client hereby acknowledges and agrees that any Developed Software, and any improvements, enhancements, modifications, or changes proposed or made by Client alone or jointly with UL Contracting Party or other parties shall be owned by UL Contracting Party, and shall be subject the terms of this License and Agreement. If the Developed Software is capable of stand-alone functionality, and is not otherwise integrated with UL Property, the parties may enter into an assignment of the Developed Software to Client on terms agreeable to both parties.

Upon receipt of written request by Client, UL Contracting Party shall provide to Client documentation for the Developed Software. Such documentation shall be subject to this License and Agreement, including the Client's confidentiality obligation under this Agreement.

A.6 HARDWARE AND ACCESSORIES

If the Quotation and Services require UL Contracting Party to install, configure and/or connect any hardware or accessories as set forth in a Quotation, UL Contracting Party shall provide all such services on the basis of a reasonable efforts obligation. UL Contracting Party shall not be obligated to replace or repair defects in hardware or accessories, unless the parties have entered into a separate service contract covering support and maintenance for hardware or accessories. All warranties that the hardware or accessories as delivered are fit for a particular purpose, and all other warranties express or implied, shall be excluded to the fullest extent permitted by law. UL Contracting Party makes no representation or warranties on third party hardware and accessories, and such third party hardware and accessories shall be subject to the third party's terms.

A.7 TECHNICAL SUPPORT SERVICES

UL Contracting Party shall provide TSS to Client as specified the Quotation. TSS shall include:

- (a) Access to the Helpdesk for questions and support with operational problems with the installation of new releases of the UL test tools and products. The Helpdesk can be contacted via the UL Service Desk portal (<https://support.testtools.ul.com/>).
- (b) New product releases based on international standards and specifications (e.g., from associations such as ISO, EMVCo, Visa, MasterCard, 3GPP, ICAO). New product releases will be updated accordingly if these standards and specifications are modified. UL Contracting Party shall make new product releases available to Client via download. Certain new product releases will be backward compatible.
- (c) Hardware product and accessories are subject to a three (3) year limited warranty starting from the date of the delivery. In cases of problems with hardware or accessories delivered by UL Contracting Party to Client, UL Contracting Party and Client shall troubleshoot problems. If the hardware products and accessories are under warranty, and UL Contracting Party cannot resolve the problem, UL Contracting Party shall send new hardware to Client within (3) three working days. Client shall return its old hardware or accessory to UL Contracting Party. Transport costs shall be borne by UL Contracting Party.
- (d) In the case that Client discovers an error in the software, UL Contracting Party shall investigate the issue and use commercially reasonable efforts to provide a solution, which shall include error fixes or new releases of UL test tools. UL Contracting Party will keep Client informed of its efforts.

The TSS annual fee is equal to 20% of the list price of the UL test tools licenses, or hardware or accessories. TSS fees shall be charged in advance, thirty (30) days before the commencement of the next succeeding year, and shall be paid by Client not later than the first day of that next succeeding year. Where the TSS fee does not cover an entire year, the fee shall be calculated on a pro rata basis.

TSS shall not include the fixing of errors, defects, or shortcomings arising from or related to: (a) usage errors or the improper use of the software, including errors that occur during the data input process or in the data itself; (b) changes to the software that have not been approved in writing by UL; (c) use of the software contrary to the application conditions or contrary to the instructions in the user documentation; (d) changes to the errors, defects or shortcomings in the hardware or software that is not included within the scope of the maintenance work to be carried out by UL Contracting Party; (e) failure by Client to have maintenance work carried out on the software in a timely manner; (f) use of software that is no longer maintained by UL; (g) the recovery of scrambled or lost data; or (h) other causes that are not attributable to UL.

All other support or maintenance provided by UL Contracting Party that is not covered by TSS shall be invoiced to Client in accordance with UL's standard rates and costs.

A.8 TERMINATION

The Agreement (and the License) shall terminate in the event that Client breaches any terms and conditions thereof, and, if curable, fails to cure such breach within thirty (30) days of notice from UL Contracting Party. At the time of such termination, Client shall cease access and use of the test tools and products and destroy and delete any passwords. At UL's request, Client shall provide UL Contracting Party with a letter confirming same. Client acknowledges and agrees that UL Contracting Party may suspend access to and use of the UL test tools and products in the event that UL Contracting Party reasonably believes that Client has breached the terms of this License including, without limitation, any failure to keep Client's password strictly confidential and secure.