

## LIGHTING PERFORMANCE SCHEME SERVICE TERMS

These Service Terms shall govern all Lighting Performance Scheme Certification Services (“Services”) performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the client (“Client”). These 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 Lighting Performance Scheme Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Scope of Service.** UL Contracting Party will perform Services for Client. The Services are intended to assess the compliance of Client’s lighting product(s) to Performance Requirements (as defined in Section 3). The 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 and to be provided by UL Contracting Party for specific projects shall be specifically stated in an individual Quotation or Project Confirmation.
- 2. Price.** The Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the test and/or other evaluation requirements. A Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, depending upon the requirements of the specific project.
- 3. Requirements, Specifications, and Protocols.** UL Contracting Party agrees that it will assess representative sample(s) of Client’s product according to performance requirements and methods as defined by the scheme, including, but not limited to, any applicable Underwriters Laboratories Inc. or other local, regional or internationally recognized standards or specifications (“Performance Requirements”).
- 4. Samples.** Client shall indicate which products, including model numbers, it desires to have assessed, which shall be set forth in the Quotation or Project Confirmation, and sent to the UL Contracting Party. UL Contracting Party will evaluate samples of the product(s) indicated on the Quotation or Project Confirmation.
- 5. Deliverables.** When UL Contracting Party completes the assessment of Client’s product to the Performance Requirements, UL Contracting Party will provide Client with a report outlining the results of the Services (“Report”). Provided that the Client’s products(s) comply with the Performance Requirements, UL Contracting Party may, at its sole discretion, authorize Client to use the UL Mark.
- 6. Definition of Certified Product.** “Certified Product” means a device, equipment, or system (“Product”) that UL Contracting Party or another UL Company has determined eligible to bear certain names, trademarks, service marks, and certification marks that are controlled or used by UL Contracting Party that include “UL” or the “UL” symbol (each a “UL Mark”).
- 7. Validity of Test Results.** UL Contracting Party’s Services, test results, and Report apply only to the sample(s) actually acquired and assessed by UL Contracting Party. The results outlined in the Report represent a “snapshot” of each sampled product’s compliance with

the program(s) indicated in the Quotation or Project Confirmation. UL Contracting Party makes no representation that the reported test results are representative of the entire population of product at the time the sample(s) were obtained by UL Contracting Party.

8. **Ownership of Marks.** Client acknowledges and agrees that UL Contracting Party or another UL Company owns or controls several Marks and that UL Contracting Party has rights to the Marks. Client expressly agrees that it shall not use UL Contracting Party's, or any other UL Company's, name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, Client's products, containers, or packaging, unless and until expressly authorized by the UL Contracting Party's Report, and then only in the form or manner specified in the UL Contracting Party's Report (e.g., Client may not refer to a product submitted for UL Contracting Party's Service as "UL pending"). Client further agrees that UL Contracting Party may, but is not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party or another UL Company, by Client.
9. **Form of UL Contracting Party's Marks.** Unless UL Contracting Party expressly agrees in writing otherwise, any Marks shall be in the form of separable, legible labels not readily transferable from one product to another.
10. **Client's Use of UL Contracting Party's Marks.** Client expressly agrees and warrants that Client is solely responsible for its use of any Marks and that Client will, through proper inspection, examination, and testing, periodically confirm that any of its Certified Products are being, manufactured in conformity with Performance Requirements. Client further agrees that its use of a Mark constitutes Client's declaration and representation that Certified Products are covered by the UL Contracting Party's Service and were manufactured in conformity with all applicable Performance Requirements. Client further agrees that its use of such a Mark constitutes Client's declaration and representation that the Certified Product(s) are covered by UL Contracting Party's Service and will at all times comply with all applicable Performance Requirements.
11. **Misuse of UL Contracting Party's Name or Mark.** Client acknowledges and agrees that the manufacture, sale, delivery, shipment, distribution, or promotion of any product utilizing a Mark, or a description referring to UL Contracting Party or one of its affiliates, could mislead third parties if such product is not, in fact, covered by UL Contracting Party's Service and/or does not comply with the Performance Requirements and/or if the Marks are used in any way other than as provided in the Service Agreement and in the applicable UL Contracting Party's Report. Client acknowledges and agrees that any such use of the UL Contracting Party's name or Mark would constitute a "misuse" under the terms of the Service Agreement. Client expressly agrees that any misuse of the UL Contracting Party's name or Mark will subject Client both to liability for breach of contract and to the remedies for such breach set forth in the Service Agreement.
12. **Use of UL Contracting Party's Name and Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement, UL Contracting Party will permit Client to make appropriate references to UL Contracting Party or the form or the wording of text, as authorized by UL Contracting Party, and specified in the UL Contracting Party's Report, in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with Certified Products that bear the UL Contracting Party's 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 and/or coverages of UL Contracting Party; (b) the reference to UL Contracting Party is not intended to and does not create a misleading impression as to the nature of the UL Contracting Party's findings, its coverages, and/or its Service; and (c) the promotional or advertising material does not in any manner state or imply that UL Contracting Party is in any way: (i) "endorsing" or "certifying" the product; or (ii) "warranting" or "guaranteeing" any aspect of the product, its performance, and/or its "safety." Except for the Mark that is prescribed for use in a specific UL Contracting Party's Report, no other Marks may be used in any advertising or promotional material related to a Certified Product or other product. In those instances where a Mark is used, any text that is required by the UL Contracting Party's Report shall be set forth in full in any such advertising or promotional materials.

- 13. Verification Testing and Review of Records.** UL Contracting Party may perform periodic retesting of Client's Certified Products to verify their ongoing compliance with the Performance Requirements. The retesting by the UL Contracting Party will be as specified in the Lighting Performance Scheme Program specific requirements which may include retesting of representative samples of the Certified Product procured from customary retail distribution channels, or as otherwise specified in the Lighting Performance Scheme Program specific requirements. UL Contracting Party may also conduct a review of various production and quality records associated with the Client's Certified Product(s). UL Contracting Party reserves the right to revoke use of the UL Mark on the Certified Product(s) and remove listing from the UL Contracting Party's product database if UL Contracting Party determines the product is not in compliance with the Performance Requirements. If Client makes changes to the Certified Product(s) that will take the Certified Product(s) out of compliance with the Performance Requirements, Client must promptly notify UL Contracting Party and submit the Certified Product for re-assessment. If changes are made that take the Certified Product out of compliance and UL Contracting Party is not notified, Client may be required to suspend use of the UL Mark and Report when these changes are discovered during the annual verification testing. Continued noncompliance of the product may result in complete withdrawal from the program.
- 14. Certified Product Information.** The Client acknowledges that UL Contracting Party is entitled to receive information received, developed or collected by the Client regarding the field performance of the Certified Product(s). Accordingly, the Client will promptly notify UL Contracting Party in writing if the Client's Certified Product fails to meet any of the following: (a) the description, specifications, and/or Performance Requirements contained in the UL Contracting Party's Report to Client; and/or (b) the published standard(s) or specification(s), if any, applicable from time-to-time to the Certified Product. The Client agrees to make available to UL Contracting Party for inspection and copying all documents, test results, and other information related to the above, keep a record of all complaints made known to the Client relating to any Certified Product's compliance with the Performance Requirements, and to make these records available to UL Contracting Party when requested. The Client agrees to take appropriate action to respond to such complaints, and any noncompliance with the Performance Requirements and to keep a record of such actions. Client agrees that UL Contracting Party may share such information with its affiliates and subcontractors worldwide. Client also agrees to make arrangements for the participation of any third-party observers during the Services, as deemed necessary by the UL Contracting Party.
- 15. Changes to Requirements.** Performance Requirements are subject to be updated and changed. When a Performance Requirement changes, products that have been certified

to those Performance Requirements may need to be re-assessed to determine compliance with the new Performance Requirements. UL Contracting Party will provide sufficient notice for Client to submit their Certified Product for re-assessment to determine continued compliance. Client is responsible for all costs associated with the re-assessment. If Client does not submit their Certified Product for re-assessment within the time period specified by UL Contracting Party, the Certified Product may be removed from the product database and the product may no longer be eligible to bear the UL Mark, and the Client is no longer allowed to utilize the UL Contracting Party's Report.

- 16. Immediate Termination Events.** In the event that Client defaults on any of its obligations under any agreement with UL Contracting Party or any other UL Company, including, but not limited to, any misuse of any Mark, as defined in Paragraph 11 above, UL Contracting Party may, in its sole discretion, immediately terminate or suspend, any of Client's Certified Products related to such default, and any and all rights or authorities conferred upon Client by virtue of the Parties' agreements, including any right to use any Marks on any product(s), and without prejudice to any other rights or remedies that UL Contracting Party might have.
- 17. Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to Client ("the termination notice"), UL Contracting Party may terminate, in whole or in part, as to any or all Certified Product(s), any rights or authority conferred upon Client by the Service Agreement: (a) Client's failure to use the Mark on Certified Product(s) for a period of two (2) consecutive calendar years; (b) Client's filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for Client's business; and/or (d) the voluntary or involuntary liquidation of Client's business. In such termination notice, UL Contracting Party will provide Client with a date by which Client must cease using any and all Marks covered by the notice (the "Termination Date").
- 18. Termination Upon Non-Eligibility.** If, at any time and for any reason, any of Client's Certified Product(s) become ineligible for UL Contracting Party's Service, UL Contracting Party shall immediately discontinue Service on such ineligible product(s) and shall terminate Client's rights and authorities under the Service Agreement with respect to such product(s), pursuant to a termination notice.
- 19. UL Contracting Party's Actions Upon Termination.** Upon any termination of the Service Agreement, UL Contracting Party may: (a) discontinue UL Contracting Party's Service on any of Client's Certified Product(s), and/or (b) take physical possession of any unused Marks, which, in UL Contracting Party's judgment, were issued for use in connection with any Certified Product(s) related to the termination. Client expressly agrees that, on or before the Termination Date, as defined in Paragraph 17 above, Client will cease using any Marks on, or in connection with, any Certified Product(s) addressed in the termination notice, including any use of any Marks, or any reference to UL Contracting Party, in the marketing, promotion, and/or advertising of such product(s).