

## MULTIPLE LISTING, RECOGNITION, VERIFICATION, AND CLASSIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern Multiple Listing, Recognition, Verification, and Classification Services (“Multiple Listing Service”) 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 Multiple Listing, Recognition, Verification, and Classification Services. 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.** Multiple Listing Service is used when products certified by UL Contracting Party to U.S. and/or Canadian requirements for one company are produced for marketing under the name of another company (the “Multiple Listee”). Manufacturers and their private label distributors are then authorized to use the appropriate UL Contracting Party designated Mark for the United States or Canada. UL Contracting Party is willing to permit the use of a Mark it owns or controls on certain Basic Products bearing the Multiple Listee’s name, File Number and Product Designations subject to all the terms of the GSA, the Quotation or Project Confirmation and these Service Terms.

The first step in the process is to establish a Listing, Recognition, Verification, or Classification service along with the respective Follow-Up Service for the manufacturer of the Basic Products. Completing this first step allows the Applicant to use UL Contracting Party designated Mark on products marked with the Applicant’s designated name, subject to the terms of the Service Agreement.

If the first step is completed to the UL Contracting Party’s satisfaction, the second step in the process involves UL Contracting Party publishing a Listing, Recognition, Verification, or Classification on behalf of the Applicant.

The ML Service is an additional, optional third step where UL Contracting Party authorizes the Applicant and manufacturer of the Basic Product to use UL Contracting Party designed Mark on the Basic Product marked with the Multiple Listee’s label instead of the Applicant’s label. The purpose of the Service Agreement is to define the terms which shall govern the ML Service.

### 2. Definitions:

- Applicant. The “Applicant” is the party who submits devices, equipment, materials or systems (“Basic Products”) to UL Contracting Party for investigation to assess the products’ conformity with UL Contracting Party’s Requirements.
- Authorized Multiple Listing Manager. The party designated by both the Applicant and Multiple Listee to submit requests on behalf of the Multiple Listing Relationship.
- Basic Products. The devices, equipment, materials or systems submitted to UL Contracting Party by the Applicant for assessment to UL Contracting Party’s Requirements. UL Contracting Party will determine the eligibility of the Basic

Product for UL Contracting Party's Service. UL Contracting Party will establish Follow-Up Service on the Listed, Recognized, Verified or Classified Basic Products at their location of manufacture or assembly

- File. For purposes of the Service Agreement, a "File" shall mean the highest level of the Client's organizational structure. A File is a "folder" with an alphanumeric designation in which client project information is referenced. All project information per Applicant within a product category is referenced within a single File.
  - Mark. For purposes of the Service Agreement for Multiple Listing Services, Mark means a Listing Mark, Recognized Mark, Verified Mark, or Classification Mark owned or controlled by UL Contracting Party.
  - Multiple Listee. The "Multiple Listee" is a third-party company whose label is applied to a UL Contracting Party certified product. This company is assigned a File and is included in UL Contracting Party's Online Certification Directory and Published Records with no visible link to the Applicant.
  - Multiple Listing Requests. The Applicant and Multiple Listee establish a new Multiple Listing Relationship, or; Add, Delete or Revise products or file information within an existing Multiple Listing Relationship.
  - Requirements. UL Contracting Party's requirements including, without limitation, the applicable Standard and UL Contracting Party Procedure used by UL Contracting Party to assess a product.
  - ML Service. For purposes of these Multiple Listing Program Terms, the ML Service includes UL Contracting Party's Multiple Listing Service, Multiple Recognition Service, Multiple Verification Service, or Multiple Classification Service, as the case may be.
- 3. Price.** Multiple Listing Pricing includes an Initial File Set-Up Fee and an Annual Fee. The Initial Set-Up Fee is charged when a new ML File/CCN combination is established. The Annual Fee is standardized and based upon the number of File/CCN combinations held by the Client. If a new ML File/CCN combination is created during the year, the Annual Fee will be prorated and invoiced. If a Multiple Listing Request is found to be billable, the client will be notified by UL Contracting Party. Pricing is subject to change at UL Contracting Party's discretion without notice to the Client.
- 4. Authorized Multiple Listing Manager.**
- (a) The Multiple Listee agrees that all requests pertaining to the UL Contracting Party's Multiple Listing Files covered by the attached Dual Authorization Form (Multiple Listing requests) will be submitted to UL Contracting Party by the Authorized Multiple Listing Manager. The Authorized Multiple Listing Manager may provide information and requests to UL Contracting Party on behalf of both the Applicant and the Multiple Listee. The Multiple Listee agrees that the Authorized Multiple Listing Manager may submit Multiple Listing requests to UL Contracting Party on behalf of the Multiple Listee, and understands that

UL Contracting Party will notify all parties involved when any such requests are processed.

- (b) The Authorized Multiple Listing Manager shall be authorized to make Multiple Listing requests according to the Scope of Authorization chosen in the Multiple Listing Relationship Authorization Form. The Authorized Multiple Listing Manager shall inform UL Contracting Party in writing of the Basic Product by name of Applicant, name of product(s), and identifying catalog, model or other product designation, and specify the Multiple Listee's company name, the name of the product(s), and identifying catalog, model or other product designations for which the Service is desired.

**5. Multiple Listing Relationship Authorization Form.**

- (a) UL Contracting Party reserves the right to accept or reject a Multiple Listing Relationship Authorization Form and any Multiple Listing requests outside the scope of the Service Agreement. UL Contracting Party's notification to the Multiple Listee that the Service has been established will constitute UL Contracting Party's acceptance of the Dual Authorization Form.
- (b) The Dual Authorization Form is attached to and incorporated into the Service Agreement. The Multiple Listee and the Applicant shall execute one or more Dual Authorization Forms to authorize the Multiple Listing Relationship and identify the Authorized Multiple Listing Manager.
- (c) Either the Multiple Listee or the Applicant may terminate the multiple listing relationship at any time with or without cause upon not less than thirty (30) days' written notice to the other parties.

**6. Product Requirements.**

- (a) The product(s) for which Service is requested shall not differ from the Basic Product(s) other than in color, trim, company identification, product designation, or other features that UL Contracting Party deems to be superficial.
- (b) If the Basic Product's UL Contracting Party File is withdrawn for any reason, the Multiple Listing, Multiple Recognition, Multiple Verification, or Multiple Classification shall be withdrawn at the same time as the Basic Product's UL Contracting Party File.

**7. Multiple Listing Service.**

- (a) If the product(s) is found to be eligible for ML Service, UL Contracting Party will add a Multiple Listing, Recognition, Verification, or Classification Correlation Sheet to the Follow-Up Service Procedure ("Procedure") covering the Basic Product(s) to authorize the manufacturer of the Basic Product(s) to use the Mark on the product and publish the Multiple Listing, Multiple Recognition, Multiple Verification, or Multiple Classification in such form, manner, and classification as UL Contracting Party may determine, after the Multiple Listee executes the GSA.

- (b) The Procedure and Multiple Listing Correlation Sheet will identify and set forth certain Requirements for the product and will specify the Mark which may be used only on or in connection with the product in accordance with the Procedure and other UL Contracting Party requirements. UL Contracting Party will loan a copy of the Procedure to the manufacturer of the product at each authorized factory.
- (c) Any report indicating acceptability of the product for Multiple Listing, Multiple Recognition, Multiple Verification or Multiple Classification is not to be issued unless and until Follow-Up Service on the product is established.

**8. Use of Names and Marks.** ML Services shall not result in UL Contracting Party issuing a product safety certification or any authorization to use the Marks apart from the Basic Product authorization. The UL Contracting Party's authorization to use a Mark owned or controlled by Contracting Party as part of the ML Service may be withdrawn by UL Contracting Party if the File of the Basic Product is withdrawn or if the Client violates any of the terms of the Service Agreement. 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 to 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.