

UNITED STATES QUALIFIED CONTRACTOR SERVICES SERVICE TERMS

These Service Terms shall govern United States Qualified Contractor Services (“Contractor 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 United States Qualified Contracting 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 evaluate Client’s quality systems for specified contractor services. Contractor Services shall not result in UL Contracting Party issuing product safety certification of any product or registration of any management system. The Services shall not result in UL Contracting Party’s approval of Client installations. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
- 2. Price.** A Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type of contractor services provided by the Client and the scope of the Client’s quality systems. All Quotations and Project Confirmations are subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project.
- 3. Qualified Contractor Program Requirements.** Client will need to review the document(s) containing additional Qualified Contractor Program Requirements, as modified from time to time (“Program Requirements”) for the applicable type(s) of qualified contractor certification. The Program Requirements more fully explain the Qualified Contractor programs and Client’s obligations and rights under those programs. The Program Requirements are available at UL.com/firestopcontractor and will be supplied in hard copy upon request. Client agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.
- 4. Access to Facilities.** Client agrees that UL Contracting Party’s representatives shall have free, safe, and secure access to facilities where Client’s records and systems are kept so that UL Contracting Party may perform the audits in the Program Requirements. Client agrees to provide UL Contracting Party’s representatives with all safety and other protections required by law for Client’s own employees including, without limitation, all U.S. Occupational Safety and Health Administration rules and regulations. The right of UL Contracting Party’s representatives to obtain free access to a facility shall not be conditioned 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 UL Contracting Party’s representative. If UL Contracting Party’s representatives sign such an agreement, waiver, or release, it shall be void and have no force and effect. However, UL Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility. In the event that the Contractor Services require an on-site visit to a Client job site, Client agrees to make appropriate arrangements for access by UL Contracting Party personnel on the job site.

5. **Use of Names and Marks.** Contractor Services shall *not* result in UL Contracting Party issuing product safety certification, registration, or any authorization to use the Marks. Except as otherwise expressly authorized by the Qualified Contractor Program Requirements, Client shall not use UL Contracting Party's or any other UL Company's, name, abbreviation, or symbols, 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. UL Contracting Party's name and the Marks owned or controlled by UL Contracting Party or another UL Company may not be used in connection with particular installation sites.

6. **Insurance.** Client shall present to UL Contracting Party's satisfaction certificates of insurance showing UL Contracting Party as an additional insured under a professional Liability insurance policy with limits of not less than \$5 million (USD) per occurrence and \$5 million (USD) in the aggregate through either a single primary Comprehensive General Liability policy or through a combination of a Comprehensive General Liability policy and an Excess Liability policy. Client shall maintain such insurance in effect for the duration of the Service Agreement and shall present certificates evidencing such insurance to UL Contracting Party upon request.