

eSCM SERVICE TERMS

These Service Terms shall govern Readiness Appraisal and Certification Evaluation Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) with respect to the compliance of eSourcing Capability Model (eSCM) developed by the Information Technology Services Qualification Centre of Carnegie Mellon University (“ITsqc”) and set out the responsibilities and obligations of the Client. 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 eSCM Service. The capitalized terms in these Service Terms not defined herein shall have the same meaning as in the GSA.

1. **Scope of Service.** UL Contracting Party shall conduct a readiness appraisal, evaluate the Client’s eSCM practices in accordance to the current methods prescribed by the Itsqc, provide a Preliminary Findings Report at the conclusion of the on-site evaluation, and provide a Final Findings Report at the conclusion of the process. This will be in accordance with the milestones described in the “Capability Determination Plan,” provided to Client by the Lead Evaluator designated for this project (“Services”). The Services requested by Client and to be provided by UL Contracting Party for specific projects shall be set out in individual Quotations or Project Confirmations.
2. **Price.** UL Contracting Party’s Quotation or Project Confirmation will establish the price for UL Contracting Party’s Services. The price will depend upon the type of product and the assessment requirements. Any Quotation or Project Confirmation is subject to change at UL Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project.
3. **Cancellations and Postponements.** UL Contracting Party will work with Client to schedule pre-assessment meetings, preliminary evaluations, registration assessments, and continuous assessments, at mutually convenient dates and times. If Client postpones or cancels any scheduled meeting, evaluation, or assessment less than thirty (30) days before the scheduled date, Client agrees to pay the following cancellation fees:
 - If Client notifies UL Contracting Party less than thirty (30) days, but more than fourteen (14) days before any scheduled meeting, evaluation or assessment, the cancellation fee shall be the greater of 10% of UL Contracting Party’s quoted fee or \$1,500; or
 - If Client notifies UL Contracting Party less than fourteen (14) days before any scheduled meeting, evaluation, or assessment, the cancellation fee shall be 75% of UL Contracting Party’s quoted fee.
4. **Registration Program Requirements.** Client agrees to abide by the terms and conditions 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. In the event of a conflict between the Program Requirements and these Service Terms, the Program Requirements shall control. UL Contracting Party’s Services do not include a certification evaluation or issuing a certification of any type. UL Contracting Party will only provide a Readiness Appraisal report to Client for their internal use. The parties acknowledge that only ITsqc is responsible for making the certification decision

and issuing certification for eSCM, as ITsqc deems appropriate. Client agrees that UL Contracting Party, in performing its services hereunder does not assume or undertake to discharge any responsibility of Client to any other party and Client is not thereby relieved of any contractual obligations or legal liabilities. Client recognizes that the opinions and findings of UL Contracting Party represent its judgment given with due consideration to the necessary limitations of practical operation and agrees that UL Contracting Party does not warrant or guarantee its opinions or that its findings will be recognized or accepted.

The following terms also apply:

- (a) The Client shall notify UL Contracting Party of any changes relating to its legal, commercial, organizational status, or ownership in writing within five (5) working days of implementation of the change;
- (b) The Client will provide necessary resources and management support to UL Contracting Party in the conduct of the Services.
- (c) The Client will provide safe, secure, and free access for UL Contracting Party's representatives to the facilities and products (if any), that are the subject of eSCM, and eliminate or remedy any obstructions, which would hinder the performance of the Services.
- (d) The right of UL Contracting Party's representative to obtain such free access shall be only for the purpose of performing the Services under the Service Agreement.
- (e) UL Contracting Party, however, shall direct its representatives to exercise due care in complying with any safety regulations that may be applicable generally to the Client's facility personnel. In the event that UL Contracting Party is prevented by reason of any cause beyond UL Contracting Party's reasonable control from performing or completing any Services, Client will pay the expenses actually incurred and a proportionate amount of the charges for the completed portion of the Services.

5. Responsibilities/Obligations of UL Contracting Party.

- (a) UL Contracting Party will provide resources to support the execution of the project in accordance with the milestones set forth in the "Capability Determination Plan," This includes designation of ITsqc recognized eSCM Evaluators and Lead Evaluator(s) as determined by UL Contracting Party.
- (b) UL Contracting Party will designate a Lead Evaluator to act as a single point contact for all technical issues relating to the execution of this project.
- (c) All of UL Contracting Party's designated team members for this project shall comply with the "Code of Practice," which details the Code of Professional Practice for use of models developed by ITsqc.
- (d) UL Contracting Party will notify ITsqc on the progress of activities and provide the necessary reports to ITsqc for their review and use in making a certification

decision. UL Contracting Party's services do not include issuing certification. UL Contracting Party will only provide certification evaluation data to ITsqc, who is responsible for making the certification decision and issuing certification, as it deems appropriate.

6. **Publicity.** Neither party shall have the right to refer to the other party in any manner or media without the prior written consent of such other party.
7. **Continuous Assessments.** UL Contracting Party's continuous assessment service, and any assessments conducted by UL Contracting Party, are designed to serve only as a verification of continued compliance of the organization's management system with the Service Agreement and the applicable Program Requirements.
8. **Use of Names and Marks.** Readiness Appraisal and Certification Evaluation services shall not result in UL Contracting Party issuing product safety certification, or any authorization to use the Marks, except as expressly authorized herein. 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.