

WORKPLACE HEALTH AND SAFETY COURSE LICENSING SERVICE TERMS

These Service Terms shall govern the licensing of courses 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 Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each Service Agreement entered into by the Parties for course licensing. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. Minimum System Requirements.** For current system requirements, visit: <https://ulworkplace.puresafety.com/Login/MinReq>. UL Contracting Party, in its sole determination, reserves the right to make changes to its minimum system requirements. UL Contracting Party warrants the functionality of its courseware only on the current version of Client’s learning management system. Any upgrades, or other changes to Client’s learning management system that require modifications to the licensed courses will be billed at the UL Contracting Party’s current hourly development rate. Client assumes all responsibilities for network or system configuration changes not caused by the UL Contracting Party’s services or programs that adversely affect use of the licensed courses. Client agrees to use its best efforts to notify the UL Contracting Party in advance, whenever possible, of any impending changes.
- 2. Course Ownership; Limited License.** Client acknowledges and agrees that the licensed courses specified in the Service Agreement (“Courses”) are protected by copyright, trademark, trade secret, patent, or other intellectual property rights laws and shall remain the property of the UL Contracting Party and its licensors. Client shall not assert any rights in the Courses except as follows: Upon full payment by Client of the agreed fees, the UL Contracting Party grants Client for the license term set forth in the Service Agreement a non-exclusive, non-transferable license to use the Courses solely for Client’s internal training purposes and for the number of Users stated in the Service Agreement. Except as expressly stated herein, Client may not copy, provide to any third party (except as necessary to provide for the proper installation and use of the Courses on Client’s network), sell, transfer, or create derivative works of the Courses, in whole or in part; provided however, that Client may copy the Courses only as needed for backup or disaster recovery procedures. Client shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Courses. All rights in the Courses not expressly granted to Client hereunder are reserved by the UL Contracting Party. The Service Agreement does not provide Client with title or ownership of the Courses, but only a right of limited use. The UL Contracting Party shall own all right, title and interest (including all associated intellectual property rights) in and to the Courses, including all customizations, enhancements, modifications, improvements, derivations, newly developed Courses and course content created in conjunction with services provided hereunder, or other changes thereto resulting from the joint effort or collaboration of the parties or made solely by the UL Contracting Party.
- 3. Modifications.** Unless otherwise agreed to in writing, Client shall have a perpetual, non-exclusive, non-transferable license to use any customizations and modifications of the Courses by Client via the Content Creation System (“CCS”). To the extent Client receives Course maintenance services in conjunction with the Service Agreement, it is understood between the Parties that such maintenance shall not extend to any Courses that have been customized or modified by Client. Once any Course is customized or modified by Client, Client is solely responsible for ensuring all information, regulations, and data contained in such Courses is maintained, current, and up-to-date. Client is aware that CCS is not intended to support language translation and localization customizations of English language Courses Client licenses. To the extent Client utilizes CCS to customize or modify a Course in regard to translation or localization, the UL Contracting Party shall have no liability to Client for Client’s use of such Course(s). Client acknowledges that the UL Contracting Party, to the extent it does not currently possess a desired non-English version of a Course in its library, offers translation and localization services. Should Client desire a non-English version of a Course that is not available in the

UL Contracting Party's library, Client, upon request, is entitled to receive pricing for translation and localization services in order to develop such non-English Course version. Notwithstanding any term herein to the contrary, any Client data is and shall remain the exclusive property of Client. The UL Contracting Party shall obtain no right, title or interest to Client data by reason of the incorporation of such Client data into the Courses, either directly by the UL Contracting Party or by Client through CCS.

- 4. Audit Rights.** Client will provide semi-annually, a report outlining the service usage for the previous six-month period. This report will be provided to the UL Contracting Party in MS Excel format. If the actual number of users of the Courses exceeds the number of permitted users set forth in the Service Agreement, Client agrees to immediately pay the applicable license fees. The UL Contracting Party, at its sole cost and expense, or its designee(s), during regular business hours at Client's offices and in such a manner that does not interfere with Client's normal business activities, and with thirty (30) days prior written notice, shall have the right to inspect and audit, or have an inspection and audit conducted, of the number of users accessing the Courses or to ensure all copies of Courses are properly removed, deleted, or uninstalled from Client's system(s) upon the earlier termination or expiration of the Service Agreement. Without limiting the UL Contracting Party's right to reasonably verify the foregoing, the UL Contracting Party understands that during the course of such an audit, the UL Contracting Party shall comply with Client's security standards and shall not attempt to access any Client systems, databases, or other Client assets considered to be proprietary. If an audit reveals that the number of users exceeds the number permitted under the Service Agreement, Client shall immediately pay the applicable license fees. If any audit discloses underpayments of five percent (5%) or more of the amount of license fees Client should have actually paid, Client shall also bear all costs of the audit. If an audit reveals that Client did not remove, delete, or uninstall the Courses upon the earlier termination or expiration of the Service Agreement per the terms herein, Client shall be obligated to pay licensing fees for the period the Courses should have been removed. The UL Contracting Party's audit rights hereunder may only be exercised one time per calendar year and shall not terminate or expire until two (2) years after termination or expiration of the Service Agreement.
- 5. Representations and Warranties.** The UL Contracting Party represents and warrants to Client that (a) to the best of its knowledge, the Courses when used in accordance with the terms and conditions of the Service Agreement, do not infringe upon or misappropriate any copyright, patent, trade secret or other third party right; and (b) The UL Contracting Party will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder. The UL Contracting Party's warranty obligations are personal to Client and do not extend to any third party. Client represents and warrants to the UL Contracting Party that (a) Client will comply with all applicable federal, state and local laws and regulations in the performance of its obligations hereunder; (b) all Client materials (whether provided directly by Client or any agent or other representative of Client) incorporated into the Courses do not infringe upon or misappropriate any copyright, patent, trade secret or other third party right; (c) Client has the requisite expertise to evaluate the suitability of the Courses in relation to Client's training needs; and (d) upon the earlier termination or expiration of the Service Agreement, Client will promptly remove, delete, or uninstall all copies of the Courses from its system(s) and cease any further use of Courses in any manner.
- 6. IP Indemnification.** The UL Contracting Party shall indemnify, defend and hold Client, its subsidiaries and affiliates, and their respective directors, officers, employees and agents harmless against any and all claims, damages or liability, whatsoever, including payment of reasonable attorneys' fees and costs, suffered or incurred by Client in connection with any U.S. patent, copyright or other intellectual property infringement claim by any third party against Client with respect to the licensed Courses. This indemnity obligation shall apply only to the extent that Client promptly notifies the UL Contracting Party after Client becomes aware of such claim, grants to the UL Contracting Party the authority to defend, compromise or settle the claim of infringement, and provides any Client information relevant to such claim. The UL Contracting

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Party shall have no liability for any claims of infringement that are based on (i) Client's modification of the Courses through the CCS or otherwise or (ii) upon a use of the Courses in a manner not contemplated by the Service Agreement. This Section shall constitute the UL Contracting Party's entire obligation to Client with respect to any claim of infringement.