

## ION COMPLIANCE SERVICE TERMS

These Service Terms shall govern the provision of the iON Compliance platform and associated modules by the UL Contracting Party (as identified in the Statement of Work, which constitutes the "Quotation" for purposes of the Global Services Agreement between the parties). 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 the iON Compliance services. Any capitalized terms in these Service Terms that are not defined herein shall have the same meaning as in the GSA.

1. **iON Compliance License.** During the term identified in the Statement of Work ("SOW"), UL Contracting Party grants Client a non-exclusive, non-transferrable, non-sublicensable, limited license to access and use the iON Compliance services as described in the SOW (the "Services"). Unless otherwise agreed by the UL Contracting Party, only individuals employed by Client may access and utilize the Services. Each user license shall be used by only one authorized user and Client shall ensure the number of users does not exceed the number of user licenses set out in the SOW. Client shall not allow or facilitate access by any unauthorized third-party to the Services via use of its user accounts or passwords. Client shall notify UL Contracting Party immediately of any unauthorized use of any password or account or any other known or suspected breach of security of the Services. Client is solely responsible for all activity occurring under its user accounts and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with its use of the Services. Client shall not, nor permit any third party to: (a) copy the Services; (b) modify, translate or otherwise create derivative works of the Services or access the Services in order to create a competitive product or service; or (c) disassemble, decompile or reverse engineer the object code or source code of the Services.
2. **License to Client Data.** By submitting, inputting or uploading any data for use in the Services ("Client Data"), Client hereby grants to UL Contracting Party a limited, non-exclusive, worldwide, fully-paid, royalty-free, perpetual, right and license to use, access, display, reproduce, modify, adapt, edit and/or translate such Client Data (in whole or in part) solely in connection with performing and providing the Services as set forth hereunder.
3. **Anonymized Derived Data.** Client acknowledges that a component of the performance of the Services includes de-identifying, anonymizing and transforming Client Data into deconstructed, disparate anonymized data points such that it is no longer capable of identifying Client or any Client user, customer or other individual, and augmenting such de-identified, anonymized Customer Data points with data sourced internally by UL Contracting Party and/or from third parties ("Anonymized Derived Data"). Client acknowledges and agrees that such Anonymized Derived Data is disassociated from and no longer specifically associated with Client, and all rights, title and interest in and to the Anonymized Derived Data are solely and exclusively owned by UL Contracting Party. Client further acknowledges and agrees that (i) Anonymized Derived Data is essential to the insights and analysis delivered to Client through the Services, and without full rights, title and ownership of such Anonymized Derived Data, UL Contracting Party would not be able to fully perform the Services, and (ii) Client may only use such Anonymized Derived Data as delivered through the Services and solely for purposes directly related to using the Services in accordance with the license granted in these Service Terms.
4. **Client Data Warranties.** Client Data is the sole and exclusive responsibility of Client. Client hereby represents and warrants that: (i) Client Data does not contain any misrepresentations or fraudulent information; (ii) Client possesses all necessary rights in and to Client Data, including without limitation all rights and consents needed to upload Client Data to the Services for use as described in these Service Terms; and (iii) Client will not submit, upload, input, or otherwise provide any information for use in the Services that would directly or indirectly identify an individual or relate to an identifiable individual, including without limitation any name, date of birth, address, social security number, government-issued identification number, IP address, or biometric data ("Personal Data"). Client acknowledges that UL Contracting Party may, in its sole discretion, remove any information uploaded by Client in any Client Data that it determines to be Personal Data. To the extent Client violates any representation or warranty set forth in this Section 4, Client shall defend, indemnify and hold UL Contracting Party harmless from and against any loss, damage

or cost (including reasonable attorneys' fees) incurred by UL Contracting Party or any UL company in connection with any third-party claim made or brought against UL Contracting Party arising out of or related to such violation. The Services are a passive conduit and merely provide a forum for the transmission and dissemination of Client Data. Client agrees that it has evaluated and bears all risk related to the use and transmission of Client Data. UL Contracting Party shall have no responsibility or liability with respect to the results of any action or inaction Client or any third party may take based on Client Data. Client understands and acknowledges that the performance of the Services are by their nature reliant on the accuracy of the data submitted by Client.

- 5. Effect of Termination; Anonymized Derived Data.** Upon termination of the SOW or expiration of the Term: (i) the licenses granted hereunder shall immediately terminate and all rights shall immediately revert back to the UL Contracting Party and its licensors or Client, respectively; and (ii) Client shall have thirty (30) days to export Client Data using the Services, after which time UL Contracting Party may permanently delete Client Data in its systems. Client acknowledges and agrees that UL Contracting Party shall have the right to create, store, maintain, use, commercialize and exploit any and all Anonymized Derived Data indefinitely as an essential component of the Services.
- 6. Proprietary Rights.** Subject to the limited rights and licenses expressly granted hereunder, (i) Client shall solely and exclusively own and retain all rights, title and interest in and to Client Data; and (ii) UL Contracting Party shall solely and exclusively own and retain all rights, title and interest in and to Anonymized Derived Data and the Services, and any and all derivative works, customizations, improvements and interfaces thereto, including all intellectual property and proprietary rights. All trademarks, service marks, and logos used in connection with the Services are the trademarks of UL Contracting Party. Client is not granted any right or license with respect to any such trademarks, service marks, and logos or any use of such trademarks, service marks, and logos. Nothing in this Agreement confers any right of ownership other than as specified above. No licenses are granted by either party except for those expressly set forth in this Agreement, and all rights and licenses not expressly granted hereunder are reserved by the parties. Nothing in this Agreement restricts, or should be deemed to restrict, either party's right to exercise any rights or licenses received from any third parties or to grant other or similar rights or licenses to any third parties. Should UL Contracting Party offer access to additional optional modules that extend the functionality of the Services, Client may elect to license the optional software modules for an additional fee by executing a mutually agreed upon, supplemental SOW, but will have no obligation to do so.
- 7. Warranty & Disclaimer.** UL Contracting Party warrants that to its knowledge the Services (apart from any third-party data or content used in the Services), when used in accordance with these Service Terms, do not infringe the intellectual property rights of any third party. UL Contracting Party does not warrant that: (a) the Services will be uninterrupted or error free; (b) that Client will obtain any specific results by using the Services; (c) the opinions or findings it provides in connection with the Services will be recognized or accepted by third parties or represent legal or other regulatory advice; or (d) that use of the Services guarantee any of Client's inventory will be acceptable or legal in any jurisdiction. UL Contracting Party makes no warranty, guarantee or representation, either express or implied, regarding the merchantability or fitness for a particular purpose of the Services or suitability or fitness of the Services for the purposes of compliance with any and all administrative, regulatory, or governmental requirements. Client acknowledges that the Services are meant to supplement, and not supplant, Client's own efforts to ensure Client's compliance with regulatory requirements, and that the Services do not constitute legal advice. UL Contracting Party's provision of the Services does not in any way relieve Client of any responsibility for the design, manufacture, testing, marketing or sale of its inventory or services.
- 8. Third Party Providers.** Client acknowledges that the Services may contain regulatory information and other content provided by third parties for use in the Services. Client accesses this information at its own risk. UL Contracting Party makes no representation or warranties and shall have no liability or obligation whatsoever in relation to such content or use thereof.