

CYBERSECURITY ADVISORY SERVICES SERVICE TERMS

These Cybersecurity Advisory Services Service Terms (“Service Terms”) shall govern the provision of cybersecurity risk consulting and related professional services by the UL Company named in the Quotation or Statement of Work (“UL Contracting Party”) and set out the responsibilities and obligations of the Client. These Service Terms, the Global Services Agreement (“GSA”) between the Parties, and each Quotation or Statement of Work (collectively “SOW”) form the Service Agreement for Cybersecurity Advisory Services. The capitalized terms in these Service Terms, which are not defined herein, shall have the same meaning as in the GSA.

- 1. Advisory Services.** UL Contracting Party will perform cybersecurity advisory, consulting, training, and/or other professional services, including Security Services and Compliance Services as defined below (“Services”) in accordance with your instructions as described in the SOW.

- 2. Security Services.** Should the SOW include security scanning, testing, assessment, remediation or similar Services (“Security Services”), Client understands that UL Contracting Party may use various methods and software tools to probe for security-related information and to detect actual or potential security flaws and vulnerabilities. Client authorizes UL Contracting Party to perform such Security Services (and all tasks and tests reasonably contemplated by or reasonably necessary to perform the Security Services) on systems or resources identified by Client. Client represents that, if Client does not own such systems or resources, it will have obtained consent and authorization from the applicable third party to permit UL Contracting Party to provide the Security Services. Client shall disclose to UL Contracting Party in advance any information reasonably necessary to safely and securely conduct the Security Services; any networks, systems, configurations or data of heightened sensitivity or risk; and anything that should be excluded from testing. Client shall provide a point of contact to UL Contracting Party during testing. UL Contracting Party agrees to notify and work with the Client point of contact during testing if either party identifies a potentially significant degradation, interruption or other impact. UL Contracting party shall perform Security Services during a timeframe mutually agreed upon with Client. Client acknowledges and accepts that the Security Services could possibly result in service interruptions or degradation regarding Client’s systems and accepts those risks and consequences. Client agrees that it is Client’s responsibility to restore network computer systems to a secure configuration after the completion of UL Contracting Party’s testing.

- 3. Compliance Consulting Services.** Should the SOW include compliance testing or assessment or other similar compliance advisory Services (“Compliance Services”), Client understands that, although UL Contracting Party’s Compliance Services may discuss or relate to legal issues: (i) UL Contracting party does not provide legal advice or services, (ii) none of such Compliance Services shall be deemed, construed as, or constitute legal advice, and (iii) Client is ultimately responsible for retaining its own legal counsel to provide legal advice. Furthermore, the Deliverables provided by UL Contracting Party in connection with any Compliance Services shall not be deemed to be legal opinions and may not and should not be relied upon as proof, evidence or any guarantee or assurance as to Client’s legal or regulatory compliance.

- 4. Client Responsibilities.** Client will: (a) fulfill all Client responsibilities as specified in the SOW; (b) ensure that all assumptions contained in the SOW are accurate; (c) provide UL Contracting Party with reliable, accurate and complete information as required to perform the Services; (d) ensure that all Client's data, programs and files are backed-up and made available to UL Contracting Party; and (e) manage the selection, use, and application of the UL Services ("Client Responsibilities"). UL Contracting Party will be entitled to rely on all Client decisions, representations, and approvals made before and during the provision of Services. Nothing in these Service Terms will require UL Contracting party to evaluate, advise on, modify, confirm, or reject such decisions, representations, or approvals. Client will manage the selection and use of its internet, data and telecommunication facilities ("Resources") during the execution of the Services. Under no circumstances shall UL Contracting Party be liable for losses, damages or costs whatsoever arising as a result of transmission errors, breakdowns or the non-availability of the Resources unless Client is able to demonstrate that these are the result of UL Contracting Party's gross negligence or willful misconduct.
- 5. Deliverables.** Upon full performance by Client of the Client Responsibilities and payment of all fees and costs due, Client will have a limited non-exclusive and non-transferable right and authorization to use, produce, display, distribute, and make derivative works of: (i) the items (including reports or other results of the testing provided pursuant to the Services) specifically described as deliverables in the SOW (the "Deliverables"). Such right and authorization shall apply solely as necessary for Client's use of the Deliverables for Client's internal business purposes, including, if any, the purpose(s) specified in the applicable SOW. UL Contracting Party does and shall own and retain all right, title and interest in and to the Deliverables and all UL Property, as defined below, embodied therein.
- 6. Intellectual Property Rights.** UL Contracting Party, its licensors or its own suppliers, does and shall remain the sole and exclusive owner of the software, data files, testing tools, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed, made available to Client, or used in the provision of Services including all methodologies, drawings, processes, algorithms, specifications, programing logic, pseudo code, software, tools, technologies, reports, ideas, concepts, trade secrets, know-how embodied in any of the foregoing, and all patents trademarks, service marks, trade names, copyrights, and other intellectual property rights therein (the "UL Property").
- 7. Non-endorsement and No Use of Marks.** The Services do not result in endorsement by UL Contracting Party of Client or Client products, services, or cybersecurity programs, policies, and procedures. Client shall take care to avoid representing UL Services provided pursuant to this SOW as a certification or endorsement by UL Contracting Party. The Services do not result in the authorization to use any of UL's Marks.
- 8. Personnel.** UL Contracting Party will be responsible for assigning and re-assigning its personnel, as appropriate, to perform the Services. For the duration of the engagement and for a period of eighteen (18) months after the Services are completed, Client will not actively solicit the employment of UL Contracting Party personnel involved directly with providing the Services to Client.
- 9. Warranty and Limitation of Liability.** UL CONTRACTING PARTY WARRANTS THAT ITS PERSONNEL ARE ADEQUATELY TRAINED AND COMPETENT TO PERFORM THE SERVICES AND THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL

MANNER IN ACCORDANCE WITH THE SOW. IN ADDITION TO THE LIMITATIONS SET FORTH IN THE GSA, IN NO EVENT SHALL UL CONTRACTING PARTY BE LIABLE FOR: (i) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; OR (iv) BUSINESS INTERRUPTION OR DOWNTIME.

10. Disclaimer. The Services are provided independently of UL Contracting Party's conformity assessment services and cybersecurity testing and certification services. UL Contracting Party does not guarantee, warranty or provide any assurance (express or implied) to any party that a positive test result or compliance report will result. Furthermore, issuance of a UL certification is excluded from the delivery of Services hereunder. UL Contracting Party does not guarantee that its opinions or findings will be recognized or accepted by third parties. UL Contracting Party does not warrant Client's compliance with any law or regulation; only regulatory bodies and tribunals of appropriate jurisdiction can ultimately determine compliance with laws and regulations. Client acknowledges and agrees that:

- a) UL Contracting Party may use tools from third-party vendors while performing Services, and Client agrees that UL Contracting Party is not liable for accuracy, completeness or any flaws the tools may provide in generation of the Services.
- b) Not all errors, flaws, vulnerabilities or weaknesses in the Client's products, software or systems may be discovered or identified by UL Contracting Party through the Services described herein.
- c) UL Contracting Party cannot and does not provide any guarantee or warranty that its Services will ensure Client's software, systems or products will not be vulnerable, susceptible to exploitation, free from hacking, and/or eventually breached.
- d) The Services are provided for information purposes only and are not intended to convey legal or other professional advice.
- e) Client, and not UL Contracting Party, is solely responsible for the security of its software, systems and products, and UL Contracting Party's provision of the Services does not in any way relieve Client of any responsibility for the design, manufacture, testing, marketing, sale, and security of Client's software, systems and products.