

MARKETING CLAIMS VERIFICATION SERVICE TERMS

These Service Terms will govern Marketing Claim Verification Services (“MCV Services”) performed by the UL Contracting Party (“we”, “our”, or “us” as the context requires and as identified in the Quotation or Project Confirmation) and set out the responsibilities and obligations of the Client (“you” or “your” as the context requires). 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 MCV Services. The capitalized terms in these Service Terms which are not defined herein will have the same meaning as in the GSA.

1. **Scope of Service.** MCV Services are intended to verify Client’s marketing claims as approved by the UL Contracting Party (“Claim”) related to products, training programs, processes, systems or facilities (“Products”). MCV Services shall not result in UL Contracting Party issuing any other type of certification or certification mark for any product or registration of any management system. The MCV Services requested by Client and to be provided by UL Contracting Party (or its affiliates) for specific projects shall be set out in individual Quotations or Project Confirmations.
2. **Client.** Client includes manufacturer, marketer, agent and other party(ies) who take responsibility for the Claims made for a Product and request UL Contracting Party’s services.
3. **Price and Schedule.** Our Quotation or Project Confirmation will establish the price and estimated schedule for UL’s Services. The price will depend upon the test and/or verification requirements. Our Quotations and Project Confirmations are subject to change at our discretion, upon reasonable notice to you, depending upon the requirements of the specific project.
4. **Requirements, Specifications, and Protocols.** The MCV Services will be performed in accordance with the requirements, specifications, and protocols established by Client and UL Contracting Party, with the sole purpose of verifying the Claim as it relates to the Product.
5. **Samples.** At our request, you shall provide samples of your Product(s) and data associated with such Product(s) regarding any Claims to be verified, and ship representative Product samples and corresponding data to us according to our requirements and the shipping instructions provided to you. Once we have confirmed the verification protocol for the Product, we will inform you of the number of samples needed. The number of samples required will depend upon the product, the number and types of tests required, and other factors.
 - **Shipping Samples.** We will provide you with information on where to ship the product samples. Usually, we will ask you to ship product samples to one of our nearby facilities. You shall pay all sample shipping expenses. To avoid unnecessary shipping expenses, you should not send samples to us until we request them from you.
 - **Oversized Samples.** Some products or systems cannot be easily or economically shipped to us for testing. If a product cannot be shipped to us, UL we will work with you to mutually agree upon other ways to investigate your Product at your facility or other locations

6. **On-Site Investigations.** If mutually agreeable, we may perform MCV Services on site at your facilities, or at facilities of other parties provided appropriately calibrated test equipment is available to perform the requirements, specifications or protocols agreed upon. You agree that our representatives will have safe, secure, and free access to the facilities where the requested services will be performed. We will direct our representatives to exercise due care in complying with any safety regulations which may be generally applicable to the facility's personnel. Access to the facilities by our representatives will not be conditioned upon the execution of any agreement, waiver, or release. If our representatives are prevented from performing or completing any on-site services for any reason beyond our reasonable control, we will not be responsible for the non-performance, and you may be charged for any actual expenses we incur including fees for services performed.
7. **Appropriate Test Methods.** The intention of MCV Services is for us to verify the Claim to be made by Client related to its specific Products. We will use commercially accepted methods and processes to verify such claims; methods and processes may change from time to time.
8. **Sample and Data Integrity.** Our MCV Services, test results and report apply only to the samples and data actually received from you and tested by us. UL Contracting Party will not be responsible for any inaccurate test results or issues relating to sample integrity arising from the Client's collection and provision of data and shipment of test samples.
9. **Validity of Test Results.** The results outlined in the test report represent a "snapshot" of compliance to the Claim made by the manufacturer. UL Contracting Party makes no representation that the reported test results are representative of the entire population of product at the time the samples were taken or manufacturing data was provided.
10. **Deliverables.** When we complete the MCV Service investigation, we will provide you with a report outlining the verification protocol or method and results of the MCV Services supporting the Claim. The MCV Service report cannot be used or externally distributed in whole or in part for promotional or advertising purposes.
11. **Cancellation Fees.** If you cancel or change an order after we begin work, we will charge you cancellation fees according to the amount of actual work performed.
12. **Use of the Claim and UL VERIFIED Mark.** Client can only use the Claim in its entirety with the UL VERIFIED mark and as specified by UL Contracting Party within marketing materials and on product and product packaging. Client agrees to comply with all UL Contracting Party guidelines and directives for use of the Claim and UL VERIFIED mark. Client's use of the Claim and UL VERIFIED mark shall not:
(a) be inconsistent or misleading with respect to UL's findings for the product covered by the test or verification report; or
(b) in any manner state or imply that UL is in any way (i) "endorsing" or "certifying" the product or (ii) "warranting" or "guaranteeing" any aspect of the product, its performance, or its safety. The guidelines for use of the UL VERIFIED mark are located at: verify.ul.com/marketing. Client expressly agrees that its use of the UL VERIFIED mark constitutes Client's declaration and representation that the Product delivers the Claim that has been verified by UL.
13. **Use of UL's Names and Marks.** MCV Services will not result in product safety or any other certification by UL Contracting Party or any other UL Company, nor any authorization to use any other Marks.

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, 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. A product must meet UL Contracting Party's safety certification requirements and be covered by UL Contracting Party's Follow-Up Service in order to bear registered safety certification marks owned by UL Contracting Party or another UL Company.

14. **Disclaimer; Compliance with Laws and Regulations; and Indemnity.** THE UL COMPANIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES THAT ANY CLAIMS OR TRADEMARKS, SERVICEMARKS, LABELS, TEXT, GUIDANCE OR OTHER MATERIALS OR SERVICES PROVIDED TO CLIENT OR THE USE THEREOF WILL COMPLY WITH FTC REGULATIONS, 15 USC SEC 45, OR OTHER APPLICABLE LAWS OR REGULATIONS, AND IN NO EVENT SHALL THE UL COMPANIES HAVE ANY LIABILITY IN CONNECTION THEREWITH. UL CONTRACTING PARTY DOES NOT PROVIDE LEGAL ADVICE, AND NO UL CONTRACTING PARTY SERVICE SHALL BE CONSTRUED OR INTERPRETED AS LEGAL ADVICE. IT IS CLIENT'S SOLE RESPONSIBILITY TO COMPLY WITH THE US FTC ACT AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING MARKETING CLAIMS AND PRACTICES AND CLIENT SHOULD CONSULT LEGAL COUNSEL ON THIS TOPIC. IN ADDITION TO THE OBLIGATIONS IN SECTION 11 (THIRD PARTY CLAIMS) OF THE GSA, CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE UL COMPANIES AND THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES, AGENTS AND SUBCONTRACTORS FROM ALL LOSSES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR RELATED TO CLAIMS ASSERTED BY THIRD PARTIES THAT RELATE TO UNFAIR OR DECEPTIVE MARKETING CLAIMS INVOLVING CLIENT'S PRODUCTS OR SERVICES, INCLUDING IN VIOLATION OF 15 USC SEC 45 OR OTHER APPLICABLE LAWS OR REGULATIONS.
15. **Surveillance.** We will review any verification report(s) issued according to the surveillance review schedule indicated in the program documents for continued compliance to the MCV Services report. You will be billed for renewal fees per the terms of the original project quotation in order to maintain the verification of the Claim(s) and use of the UL VERIFIED mark. If you make changes to your Product that will take the Product out of compliance with the Claim that was verified, you must promptly notify us and tell us if you will resubmit the Product for review or immediately stop using the UL VERIFIED mark.
16. **Revocation & Expiration.** We reserve the right to revoke our permission to use the UL VERIFIED mark, the verification of the Claim and to remove products from our Verification Database if, in our sole discretion, you are found to be using misleading or incorrect information related to the Claim and/or UL VERIFIED mark or misusing the UL VERIFIED mark. If changes are made that take the Product out of compliance and we are not notified, you may be required to suspend your use of the Claim and UL VERIFIED mark and take corrective action as deemed by UL at your expense when these changes are discovered.
17. **Sell Off Period.** Upon expiration you have sixty (60) calendar days after the expiration date to either discontinue the sale of any product carrying the UL VERIFIED mark or remove the UL VERIFIED mark from the product and product packaging. In addition, you must remove all references to marketing claim verification in all online and print advertising, marketing collateral, promotions and catalogs within those sixty (60) calendar days.

18. **Program Changes.** Client acknowledges and agrees that during the term of the Service Agreement, UL Contracting Party may, at its sole discretion, change the Service Terms or terminate the program. If such change is made, subject to the sell off period in Section 17, UL Contracting Party will determine the date by which Client must cease using the Claim and the UL VERIFIED mark (the "Termination Date") and shall notify Client, in writing and as soon as is practicable, of such date (the "Termination Notice"). Client unconditionally agrees to comply with the terms of any such Termination Notice. In addition to Client's sell off rights in Section 17, UL Contracting Party may, in its sole discretion, permit Client to continue to use the Claim or other language to be determined by UL Contracting Party beyond the Termination Date if, and only if, all of the following conditions are met prior to such Termination Date: Client submits their Product to the appropriate UL Contracting Party program for testing and examination and is found to comply with the appropriate UL Contracting Party requirements. In such event, Client must pay any applicable testing and examination fees as though it were submitting its Product to UL Contracting Party for the first time. If, on the other hand, Client's Product does not conform to any new or revised requirements from UL Contracting Party, or if the Marketing Claim Verification Program is withdrawn entirely, Client acknowledges and agrees that it will lose any coverage for its Product, and must cease using the Claim and UL VERIFIED mark in its marketing materials and/or on product and product packaging on the termination date.