

MULTIPLE LISTING, RECOGNITION, VERIFICATION, AND CLASSIFICATION SERVICES SERVICE TERMS

These Service Terms shall govern Multiple Listing, Recognition, Verification, and Classification Services (“Multiple Listing Service”) performed 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 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 Multiple Listing, Recognition, Verification and Classification Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

1. **Scope of Service.** Multiple Listing Service is used when a Client (“Multiple Listee”) makes a request to the UL Contracting Party to have their name, file number, tradename or trademark and product designation appear on a product that is already certified by a UL Company to U.S. and/or Canadian requirements for a Basic Applicant (as defined below). In addition, the Multiple Listee’s name and file number are listed in the UL on-line directory. If requested, the Multiple Listee’s tradename and/or trademark may also appear in the UL on-line directory. The UL Contracting Party is willing to permit the use of a Mark it owns or controls on certain Basic Products (as defined below) bearing the Multiple Listee’s name, tradename, trademark or File number and product designations subject to all the terms of the GSA, the Quotation or Project Confirmation and these Service Terms.

2. **Definitions:**

- **Basic Applicant.** The “Basic Applicant” is the Client who submits devices, equipment, materials or systems (“Basic Products”) to the UL Contracting Party for investigation to assess the products’ conformity with the UL Contracting Party’s Requirements.
- **Authorized Multiple Listing Manager.** The Client designated by both the Basic Applicant and Multiple Listee to submit requests to the UL Contracting Party as designated on the Multiple Listing Dual Authorization Form.
- **Basic Products.** The devices, equipment, materials or systems submitted to UL Contracting Party by the Basic Applicant for assessment to the UL Contracting Party’s Requirements. The UL Contracting Party will determine the eligibility of the Basic Product for the UL Contracting Party’s Service. The UL Contracting Party will establish Follow-Up Service at the location(s) of manufacture or assembly of the Basic Product.
- **File.** A File is a “folder” with an alphanumeric designation in which the Client’s project information is referenced. Generally, a File will be established for each grouping of products having common functional and/or design features that facilitates the application of uniform requirements as the basis of UL Certification. This grouping of products is assigned a code designation known as a Category Control Number (CCN).
- **Multiple Listee (ML).** A Client whose name, file number, tradename, and/or trademark along with the ML product designation are applied to a product that is

already certified by a UL Company for another Client. The ML's name and file number are listed in the UL on-line directory for certified products and will appear on the product. This activity is commonly referred to as private labeling.

- Multiple Listing Requests. The Basic Applicant and Multiple Listee establish a new Service Agreement for Multiple Listing Services or change products or file information within an existing Multiple Listing Service.
 - Requirements. The criteria used by the UL Contracting Party including, without limitation, the description, specifications and requirements contained in the Follow-Up Service Procedure, Underwriters Laboratories Inc. or other local, regional or internationally recognized standard or standards, if any, applicable from time to time to the Covered Product or its Product Category, and the performance requirements applied as a condition of Subscriber's Use of the UL Mark.
3. **Price.** Multiple Listing pricing includes an initial File set-up fee and a reoccurring annual fee.
4. **Authorized Multiple Listing Manager.**
- (a) The Multiple Listee agrees that all requests pertaining to the UL Contracting Party's Multiple Listing Files covered by the attached Dual Authorization Form (Multiple Listing requests) will be submitted to the UL Contracting Party by the Authorized Multiple Listing Manager. The Authorized Multiple Listing Manager may provide information and requests to the UL Contracting Party on behalf of both the Basic Applicant and the Multiple Listee. The Multiple Listee agrees that the Authorized Multiple Listing Manager may submit Multiple Listing requests to the UL Contracting Party on behalf of the Multiple Listee, and understands that the UL Contracting Party will notify the Multiple Listee and Basic Applicant when any such requests are processed.
 - (b) The Authorized Multiple Listing Manager shall be authorized to make Multiple Listing requests according to the scope of authorization specified in the Multiple Listing Dual Authorization Form.
5. **Multiple Listing Dual Authorization Form.**
- (a) The UL Contracting Party reserves the right to accept or reject a Multiple Listing Dual Authorization Form and any Multiple Listing Service. The UL Contracting Party's notification to the Multiple Listee that the Multiple Listing Service has been established will constitute the UL Contracting Party's acceptance of the Dual Authorization Form.
 - (b) The Dual Authorization Form(s) are incorporated into the Service Agreement for the Multiple Listing Services. The Multiple Listee and the Basic Applicant shall execute one or more Dual Authorization Forms to request the Multiple Listing Service and identify the Authorized Multiple Listing Manager.
 - (c) Either the Multiple Listee or the Basic Applicant may terminate the Multiple Listing Service(s) at any time with written notice to the UL Contracting Party. The UL Contracting Party will not refund or pro-rate any fees paid.

6. Product Requirements.

- (a) The product(s) for which the Multiple Listing Service is requested shall not differ from the Basic Product(s) other than in color, trim, Listee identification, product designation, product literature or other features that the UL Contracting Party deems, in its discretion to be superficial.
- (b) If the Basic Product(s) is withdrawn for any reason, the Multiple Listing Service(s) shall be withdrawn at the same time as the Basic Product(s).

7. Multiple Listing Service.

- (a) If the product(s) is found to be eligible for Multiple Listing Service, the UL Contracting Party will provide the Basic Applicant and Multiple Listee with a document (“Multiple Listing Correlation Sheet”) which authorizes the manufacturer of the Basic Product(s) to apply the Mark on the Basic Product which is bearing the ML’s name in such form, manner and classification as the UL Contracting Party may determine.
- (b) The Follow-Up Service Procedure and Multiple Listing Correlation Sheet will identify and set forth certain Requirements for the product and will specify the Mark which may be used only on or in connection with the product in accordance with the Follow-Up Service Procedure and other UL Contracting Party requirements.

- 8. Use of Names and Marks.** ML Services shall not result in the UL Contracting Party issuing a product safety certification or any authorization to use the Marks apart from the Basic Product authorization. The UL Contracting Party’s authorization to use a Mark owned or controlled by the UL Contracting Party as part of the Multiple Listing Service will be withdrawn by the UL Contracting Party if the File of the Basic Product is withdrawn or if the Client(s) violate any of the terms of the Service Agreement. Except as otherwise expressly authorized by the UL Contracting Party, Client shall not use the 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 the 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.

9. Immediate Termination Events

If the Multiple Listee or Basic Applicant breaches any of its obligations under any Service Agreement in effect between Multiple Listee or Basic Applicant and either the UL Contracting Party or another UL Company, the UL Contracting Party may, in its sole discretion, immediately terminate, in whole or in part, the ML Service Agreement, any other Service Agreement between Multiple Listee or Basic Applicant and the UL Contracting Party and any and all rights or authorities conferred upon Multiple Listee or Basic Applicant by virtue of the ML Service Agreement or any other Service Agreement. Such termination shall be without prejudice to any other rights or remedies that the UL Contracting Party might have for default, subject to any limitations under the GSA.