

## Personal Data Processing Terms Addendum

This Personal Data Processing Terms Addendum, effective as of the last date signed below is between the UL Contracting Party ("UL") that is a party to the underlying services agreement (the "Agreement") with the Client which has signed below ("Client") and is hereby incorporated as an addendum to the Agreement between UL and Client.

### 1. DEFINITIONS.

1.1 "Controller" means the entity, alone or jointly with others, that determines the purposes and means of the Processing of Personal Data. (For the avoidance of doubt, also known as, "Personal Information Processor" under the PIPL.)

1.2 "Data Protection Legislation" shall mean, the applicable laws or regulations, or decisions, codes of practice and guidance of a competent institution supervising or regulating data protection, in each case, relating to the Processing of Personal Data and privacy; including where applicable, (i) the General Data Protection Regulation (EU) 2016/679 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, (ii) the People's Republic of China ("PRC") Personal Information Protection Law, and its implementing regulations and measures ("PIPL"), and/or (iii) the California Consumer Privacy Act (Ca. Civ. Code 1798.100-1798.199) ("CCPA"), in each case, as may be amended from time to time.

1.3. "Process", "Processed" or "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.2. "Processor" the entity that Processes Personal Data on behalf of the Controller. (For the avoidance of doubt, also known as a party entrusted by a Personal Information Processor under PIPL.)

**2. COMPLIANCE WITH DATA PROTECTION LEGISLATION.** UL will comply with applicable Data Protection Legislation and will not cause Client to breach any obligation under the Data Protection Legislation. UL shall notify Client without undue delay, if in the delivery of the Services as an experienced supplier of the Services, it or they identify any potential areas of actual or potential non-compliance with the Data Protection Legislation.

**4. AUTHORITY.** Client authorizes UL to Process the Personal Data during the term of the Agreement as a Processor (on its and its Affiliates behalf) for the purposes of providing the Services only. For the avoidance of doubt, Client (and/or its Affiliates as applicable) shall be the Controller and UL shall be the Processor. Client's users input Personal Data into the Service and control the type of Personal Data and categories of data subjects whose Personal Information resides in the Service.

**4. SUB-PROCESSING.** Client acknowledges and agrees that (a) UL Affiliates may be retained as subcontractors; and (b) UL may engage third-party service providers in connection with provision of the Services ("Sub-Processors"). UL has entered into a written agreement with each Sub-Processor containing data protection obligations no less protective than those in this Agreement with respect to the protection of Personal

Data to the extent applicable to the nature of the services provided by such Sub-Processor. UL shall remain responsible for all acts or omissions of the Sub-Processor as if they were its own.

UL shall make available to Client the current list of Sub-Processors for the Services. Such Sub-Processor list shall include the identities of those Sub-Processors and their country of location, available at the following UL site: <https://www.ul.com/resources/gdpr-compliance> (the "Data Protection Site"). The Data Protection Site has a mechanism for Client to subscribe to notifications of new Sub-Processors for each applicable Service, and if Client subscribes, UL shall provide notification of a new Sub-Processor(s) before authorizing any new Sub-Processor(s) to Process Personal Data in connection with provision of the applicable Services. Client's non-subscription to the notifications shall be deemed as approval of current and subsequent Sub-Processors listed on the Data Protection Site.

Client may object to UL's use of a new Sub-Processor by notifying UL promptly in writing within ten (10) business days after receipt of UL's notice in accordance with the mechanism set out above. If no objection is raised in writing within said period, the new Sub-Processor would be deemed as approved by Client. In the event Client objects to a new Sub-Processor, as permitted in the preceding sentence, UL will use reasonable efforts to make available to Client a change in the Services or Client's use of the Services to avoid Processing of Personal Data by the objected-to new Sub-Processor. If UL is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client may terminate the applicable SOW with respect only to those Services that cannot be provided by UL without use of the objected-to new Sub-Processor by providing written notice to UL.

**5. UL OBLIGATIONS.** UL shall (and shall procure that any authorized Sub-Processor shall):

5.1. Process Personal Data only on documented instructions from Client, including transfers of Personal Data to a third country or an international organization. This Agreement and any SOW shall be considered documented instructions for UL to Process the Personal Data as needed to provide the Services. Client acknowledges and agrees that UL makes available a list of transfers to third countries on its Data Protection Site. Client's use of the Services shall constitute documented instructions from Client allowing such transfers. Without limiting the foregoing, the Parties may enter into any additional agreements concerning the cross-border transfer of Personal Data as may be required by applicable Data Protection Legislation, including, if applicable, the Standard Contractual Clauses set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (as may be amended or superseded from time to time) or any other model agreements that may be required under applicable Data Protection Legislation.

5.2. will Process Personal Data only to the extent required to provide the Services.

5.3. ensure that any person authorized to Process Personal Data: (a) have committed themselves to appropriate contractual confidentiality obligations or are under an appropriate statutory obligation of confidentiality; (b) Processes the Personal Data solely on instructions from Client; and (c) are appropriately reliable, qualified, and trained in relation to their Processing of Personal Data;

5.4. implement and maintain technical, physical, and organizational security measures appropriate to the risk presented by Processing Personal Data and that are designed to protect and safeguard Personal Data;

5.5. notify Client in accordance with applicable Data Protection Legislation without undue delay after becoming aware of unauthorized access to, or acquisition of, Personal Data that compromises the security or confidentiality of such Personal Data (a Security Incident"). Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay;

5.6. provide reasonable assistance to Client in: (a) responding to requests for exercising the rights of an identified or identifiable natural person ("Data Subject") under applicable Data Protection Legislation, including by deleting Personal Data, correcting Personal Data, disclosing the specific pieces of Personal Data Processed by UL, insofar as reasonable; (b) reporting any Security Incident to any supervisory authority or Data Subjects and documenting any Security Incidents; (c) taking measures to address Security Incidents, including, where appropriate, measures to mitigate its possible adverse effects; (d) conducting privacy impact assessments of any Processing operations and consulting with any applicable supervisory authority or appropriate persons accordingly; and (e) fulfilling Client's own legal obligations and responsibilities relating to cross-border provision of Personal Data; and

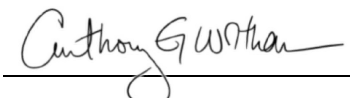
5.7. securely delete or return all Personal Data to Client after the end of the provision of Services relating to Processing in accordance with the Agreement.

6. ADDITIONAL CCPA COMPLIANCE. Without limiting the foregoing, UL shall not (i) sell or otherwise make available Personal Data to a third party for monetary or other valuable consideration, or (ii) share or otherwise make available Personal Data to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration. In addition, UL shall not combine Personal Data that UL receives from, or on behalf of, Client with personal information that UL receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject, provided that UL may combine personal information to perform any business purpose as permitted by CCPA.

7. INFORMATION PROVISION. UL shall make available to Client all information necessary to demonstrate compliance with the obligations set forth in this Addendum and allow for and contribute to audits, including inspections, to the extent required by applicable Data Protection Legislation. Such audits or inspections shall be conducted by Client or a mutually agreed third party auditor selected by Client. Client shall reimburse UL for any time expended for any audit at UL's current professional services rates, which UL will make available to Client upon request. Before the commencement of any such audit, Client and UL shall mutually agree upon the timing, scope and duration of the audit in addition to the reimbursement rate for which Client shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by UL. UL shall immediately inform the controller if, in its opinion, an instruction infringes the Data Protection Legislation or other data protection provisions.

UL CONTRACTING PARTY

CLIENT

By:   
Name: Anthony Worthan  
Title: Director, Assets & Sustainability, EHS  
Date: March 29, 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_