

Course Licensing Service Terms

These Service Terms shall govern the licensing of courses and course development (“Services”) by the UL Contracting Party as identified in a Statement of Work (“SOW”) and set out the obligations of the Client. These Service Terms and the Global Services Agreement (“GSA”) are incorporated by reference into and are an integral part of each SOW entered into by the Parties for the Services. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

- 1. License Grant.** In consideration for payment to UL Contracting Party of applicable license fee(s), UL Contracting Party grants to Client and Affiliates (as defined below) a limited, non-exclusive, non-transferable license to access and use licensed courseware in accordance with the applicable SOW. “**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control with, another entity where “**control**” means the power to direct or cause the direction of an entity’s affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise (and “**controls**” and “**controlled**” will be construed accordingly). The Service Terms will apply to Affiliates to the extent they access and/or use the Services.
- 2. Intellectual Property Rights of the UL Contracting Party.** The IP Rights in and to the Services and Service Content are and shall remain the property of the UL Contracting Party and its licensors. “**IP Rights**” means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, trademarks, designs, models, design rights, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United States, United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions. “**Service Content**” means the computer code, operating instructions, graphics, designs, proprietary scripts, underlying technology, third party content, information and/or other material (whether in written, graphical, or other form) comprised in the Services.
- 3. Intellectual Property Rights of Client.** Client retains all rights, title and interest in and to any data, logos, trademarks, trade name, service marks, or any other graphics, designs or pictures input into the Services by Client, an Affiliate, their employees and contractors (or by UL Contracting Party on their behalf), or incorporated as part of a Services (collectively, “**Client Data**”). Except for the limited purpose of fulfilling its obligations to Client under the applicable SOW, the UL Contracting Party has no rights in Client Data. In addition to Client’s ownership of Client Data, and in connection with any applicable UL course development services (if ordered pursuant to an SOW), Client will own (i) the text version of custom courses that UL develops for Client using UL proprietary formats and (ii) the text provided by Client that is included within any UL proprietary course content. UL may retain any Client Data on its network systems in accordance with UL’s business continuity policies after expiry or termination of the applicable SOW and will, on reasonable request and without charge, return it to Client within that time.
- 4. Confidentiality.** In addition to the categories listed in the GSA, all terms and conditions, including but not limited to pricing of an SOW, shall be considered Confidential Information.
- 5. Client Responsibilities and Permitted Use.** The UL Contracting Party will determine how the Services are performed, subject to the specifications set out in each SOW. Client shall: (i) designate appropriate resources and cooperate with the UL Contracting Party to support timely provision of the Services; and (ii) ensure its own systems, computer hardware and software are and remain compatible with UL Contracting Party’s Service specifications. No rights, other than those expressly granted herein, in or to the Services and Service Content are granted to Client. Client may not modify, copy (except for disaster recovery purposes), provide to any non-Affiliate third party (except for contractors), sell or transfer, the Services and any Service Content, in whole or in part. Client shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Services or Service Content. Unless otherwise provided in a SOW: (i) on payment of the applicable fees only Client, Affiliates and it’s or their employees and contractors may access and use the Services; and (ii) no rights to use the Services in a time-sharing, service bureau or reseller capacity are granted.

- 6. UL Contracting Party Warranties.** The UL Contracting Party warrants to Client that: (a) it will provide Services with reasonable skill and care and in accordance with the applicable specifications in each SOW; (b) it has full power and authority to enter into each SOW; (c) the Services, when used in accordance with the terms in the applicable SOW, do not infringe the IP Rights of any third party; and (d) it will comply with all applicable laws and regulations in the performance of the Services. The 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. The 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.
- 7. Client Warranties.** Client warrants that: (a) it and its Affiliates (as the case may be) have full power and authority to enter into each SOW; (b) it will comply with all applicable laws and regulations in the performance of its obligations under the applicable SOW; (c) Client Data and materials provided to the UL Contracting Party by or on behalf of Client (“**Client Materials**”), do not infringe the IP Rights of any third party.
- 8. Indemnification.** The UL Contracting Party shall indemnify Client and its Affiliates, and their respective directors, officers, employees and agents for any and all claims, damages or liability whatsoever, including payment of reasonable attorneys’ fees and costs, suffered or incurred by Client in connection with any claim that the Services infringe the IP Rights of any third party (“**IP Claim**”). This indemnity obligation is subject to Client promptly notifying the UL Contracting Party of any IP Claim, granting the UL Contracting Party the authority to defend, compromise or settle the claim, and providing the UL Contracting Party with any information relevant to such claim. The UL Contracting Party shall have no liability for any IP Claims that are based on (i) Client’s modification of the Services where the same was not pre-authorized in writing by the UL Contracting Party or (ii) use of the Services in a manner not permitted by the applicable SOW. This Clause constitutes the UL Contracting Party’s entire obligation to Client with respect to any IP Claim. Client shall indemnify the UL Contracting Party and its Affiliates, and their respective directors, officers, employees and agents for any and all claims, damages or liability whatsoever, including payment of reasonable attorneys’ fees and costs, suffered or incurred by the UL Contracting Party in connection with: (i) any claim that the Client Data and/or Client Materials infringe the IP Rights of any third party; and (ii) any claims or actions brought by third parties arising out of, or related to, Client’s own corporate occupational health, safety and corporate sustainability training measures, programs or initiatives.
- 9. Term and Termination.** Each SOW shall set out its duration. Either party may terminate an SOW by notice in writing if the other party either: (a) commits a material breach of the SOW and, where capable of remedy, fails to remedy such breach within 30 days of being given written notice identifying the breach, requiring it to be remedied and stating that failure to remedy it will result in termination under this Clause 12; or (b) ceases productive operations or becomes or is declared insolvent or bankrupt, the subject of any proceedings relating to liquidation, insolvency or for the appointment of a receiver or similar officer for it (or to any analogous proceedings), makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.
- 10. Termination Consequences.** On expiry or termination of an SOW: (a) the rights of each party accrued before such termination shall not be affected; (b) Client’s right to use and access the Services shall cease and Client shall promptly remove, delete, and uninstall all copies of the same from its, or third party, system(s); (c) all payment obligations accrued by Client up to the date such termination takes effect will be immediately due and payable unless termination is a result of the UL Contracting Party’s uncured breach where in such case Client shall only be obligated to pay fees for Services provided up to the date of termination and be entitled to receive a prorated refund of any unused prepaid fees; and (d) the following provisions shall remain in full force and effect: Clauses 2 (Intellectual Property Rights of the UL Contracting Party), 3 (Intellectual Property Rights of Client), 4 (Confidentiality), 6 (UL Contracting Party Warranties), 7 (Client Warranties), 8 (Indemnification), 10 (Termination Consequences), and 11 (Audit Rights; Services Not Hosted By UL Contracting Party).
- 11. Audit Rights; Services Not Hosted By UL Contracting Party.** The audit rights in this Clause only apply in the event the applicable Services are not hosted by the UL Contracting Party and are either (i) licensed on a per-user basis; or (ii) is licensed on an employer record count basis. The terms of this Clause also apply where an

obligation to remove, delete, and uninstall Services is applicable. Each SOW shall specify if Services are licensed under the foregoing models described in subsections (i) and (ii). The UL Contracting Party or its designee(s), at the UL Contracting Party's sole cost and expense, during regular business hours at Client's or an Affiliate's offices and in such a manner that does not interfere with their normal business activities, and with thirty (30) days prior written notice, shall have the right to inspect and audit Client's or an Affiliate's compliance with the terms of their license grant. Without limiting the UL Contracting Party's right to reasonably verify the foregoing, the UL Contracting Party understands that during the course of such an audit, it or its designee(s) shall comply with Client's or the applicable Affiliate's security standards and shall not be permitted access to any Client or Affiliate systems that are not related or applicable to the Services. If an audit reveals that the number of actual users or employee records exceeds the number permitted under the applicable SOW, or Services were not uninstalled or deleted upon termination or expiration in accordance with Clause 10, the UL Contracting Party shall be permitted to invoice Client or the applicable Affiliate license fees for their actual usage of the Services. If any audit discloses underpayments of three percent (3%) or more of the amount of license fees Client or any Affiliate should have paid to the UL Contracting Party for their actual usage, the audited party shall bear all costs incurred by the UL Contracting Party to conduct the audit.