

UL EUROPEAN SECURITY PRODUCT MARK SERVICES SERVICE TERMS

These Service Terms shall govern UL European Security Product Mark (ULESPM) Testing and Certification Services performed by UL Contracting Party (as identified in the Quotation or Project Confirmation) utilizing its affiliate UL International (Netherlands) B.V. ("UL NL") ("we", "our" or "us" as the context requires); and set out your responsibilities and obligations as a 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 ULESPM Testing and Certification Service. The capitalized terms in these Service Terms which are not defined herein shall have the same meaning as in the GSA.

A. UL European Security Product Mark Testing and Certification Services

- 1. Scope of the Services.** These Service Terms govern your relationship with us as: (a) an "Applicant," who submits devices, equipment, materials, or systems ("Product[s]") to us for a "Product Investigation" designed to assess: (1) the Product's conformity to applicable "ULESPM Requirements," including, without limitation, program requirements, any applicable European Technical Specifications (e.g. European Norm ("EN") standard[s]) and any applicable ULESPM Factory Production Control Assessment Service requirements (collectively, "ULESPM Requirements"), and (2) the eligibility of such Product(s) for the ULESPM Certificate and ULESPM Factory Product Control Assessment Service ("ULESPM Service"); and/or (b) a "Manufacturer," who carries out control in such stages of the manufacture, assessment, verification, handling and storage of a Product and has responsibility for continued compliance of the Product with the ULESPM Requirements; and/or (c) a "Production Site", that serves as the location at which the Product, covered by the ULESPM Service, is produced or assembled and covered by the ULESPM Factory Production Control Assessment Service requirements.

Before we establish ULESPM Service for any Product, the Applicant must provide us with the name and address of the Product Manufacturer and the Production Site(s) where the Product is to be manufactured or assembled. "Subscriber" shall refer to a Client acting as an Applicant, Manufacturer, or Production Site unless otherwise indicated. No ULESPM Service will be established or maintained unless all necessary and appropriate Applicant, Manufacturer and Production Site(s) have entered into and comply with the terms of all applicable agreements with us.

- 2. Product Investigation.** A "Product Investigation" consists of the following: (a) our performance of tests on samples of a Product (or review of 3rd party test reports which UL-NL reserves the right to reject), in accordance with ULESPM Requirements; and (b) our evaluation of Product construction criteria by our examination of samples of the Product, in accordance with ULESPM Requirements. The purpose of such testing and examination is to determine whether representative Product samples conform to ULESPM Requirements and whether the Product might be eligible for ULESPM Service. If no prescribed tests and/or no construction criteria exist for the Product, we may, but are under no obligation whatsoever, to develop and establish such standards and criteria as are necessary to assess the Product. If we choose, in our sole discretion, to formulate any such standards and/or criteria, we will do so in accordance with professional standards generally applicable to conformity assessment testing organizations. You expressly agree that our liability for the formulation of any such standards and/or criteria will be strictly

limited by the terms of the Service Agreement, including, but not limited to, Paragraphs 10 and 11 of the GSA. If we determine, in our sole discretion, that submitted Products are eligible for ULESPM Service, we will issue a ULESPM Certificate to the Applicant (at which time the Applicant will be referred to on the ULESPM Certificate as “Certificate Holder”) that permits you to use the ULESPM according to the terms of these Service Terms. For the purposes of this Service Terms, the term ULESPM shall include both the ULESPM Certificate and the ULESPM Mark.

- 3. Compliance with ULESPM Requirements.** You expressly agree that after we perform a Product Investigation, if in our sole discretion we determine that a submitted Product is eligible for ULESPM Service, you shall at all times thereafter comply with the applicable ULESPM Requirements, including, but not limited to: (a) the description and specifications contained in the ULESPM Test Report; and (b) the European Technical Specification (e.g. European Standard(s) [“EN Standard(s)”]), if any, applicable to the covered Product. You agree to use the ULESPM solely according to the terms of the Service Terms and in accordance with the ULESPM Certificate.

You shall promptly notify us of any intended changes that may affect your ability to conform to the ULESPM Requirements.

If you provide copies of the Certification Documentation to others it shall be reproduced in its entirety.

- 4. The validity of the ULESPM Mark.** The ULESPM Certificate is valid for ten (10) years from the date of issuance, but may be withdrawn earlier by us if:
- (i) The Service Agreement terminates for any reason;
 - (ii) Production of the certified Product ceases or the Product is modified without notifying us;
 - (iii) The ULESPM Certificate or ULESPM is used contrary to the terms of the Service Agreement; we withdraw permission to use the ULESPM for any other reason, including subsequent changes in ULESPM Requirements;
 - (iv) All fees and expense are not paid when due;
 - (v) The Production Site does not fulfill the requirements of the ULESPM Factory Production Control Assessment Service;
 - (vi) not permitted access to the Production Site(s) for which the ULESPM Certificate is authorized; or
 - (vii) If based on the request from the Applicant.

- 5. Product Information.** You acknowledge your willingness to support our public safety mission and that, as the certifier of your Products, we are entitled to receive information received, developed or collected by you regarding the field performance of ULESPM certified Products. Accordingly, you will promptly notify us in writing: (i) when you notify a relevant authority of potential field hazards, (ii) when your Product fails to meet any of the following: (a) the description and specifications contained in the ULESPM Test

Report or ULESPM Certificate; (b) the ULESPM Requirements and/or (iii) when you have found or have received a report that your Product could create a substantial hazard to users. You agree to make available to us for inspection and copies of all documents, test results, and other information related to (i) – (iii) above, keep a record of all complaints made known to you relating to any Product’s compliance with ULESPM Requirements, and to make these records available to us when requested. You agree to take appropriate action to respond to such complaints, and any noncompliance with ULESPM Requirements and to keep a record of such actions. You agree that we may share such information with our affiliates and subcontractors worldwide. Specifically, with respect to documents provided by you to any authority, you authorize that authority to make those documents available to us for assessment and copying. You further agree that you will cooperate with and assist us in connection with our investigation of any affected Product(s) and undertake such corrective action, including, without limitation, recall, where, in our sole opinion, such action is in the best interests of public safety.

6. **Revisions to, or Withdrawal of, ULESPM Requirements.** You acknowledge and agree that if a revision to an applicable ULESPM Requirement (e.g. EN Standard) is adopted, or if an applicable ULESPM Requirement, including without limitation the applicable EN Standard, is withdrawn, during the term of the Service Agreement, we shall, in our sole discretion, determine the date by which you must cease using the ULESPM Mark on your Product(s) (“the date of withdrawal”) and shall notify you in writing, and as soon as is practicable, of such date (“the cancellation notice”). You unconditionally agrees to comply with the terms of any such cancellation notice. If an applicable ULESPM Requirement, including without limitation the applicable EN Standard, is revised, we may, in our sole discretion, permit you to continue to use the ULESPM Marks beyond the cancellation date if, and only if, all of the following conditions are met prior to such cancellation date: (a) you submit a revised Product sample to us for testing and examination; (b) we find the Product conforms to the revised ULESPM Requirement; and (c) you and us agree on the appropriate amendment to the ULESPM Test Report. In such event, you must pay any applicable testing and examination fees as though you were submitting your Product to us for the first time. If, on the other hand, your Product does not conform to any new or revised ULESPM Requirement, including without limitation the applicable EN Standard, or if the ULESPM Requirement is withdrawn entirely, you acknowledge and agree that you will lose any coverage for your Product, and must cease using the ULESPM Mark with respect to such Product, on the date of withdrawal.

B. ULESPM Factory Production Control Assessment Service.

1. **ULESPM Factory Production Control Assessment Service.** If we determine that your Product(s) is/are eligible for ULESPM Mark Service, we will prepare a ULESPM Factory Production Control Assessment Report for each Production Site and provide this to the Applicant (and in case of findings of non-compliance during the ULESPM Factory assessment, this report will also be provided to the Production Site).
2. **Initial Factory Production Control Assessment.** Before we authorize you to apply the ULESPM Mark to any Product, we reserve the right to conduct an Initial Assessment to determine whether the Manufacturer’s Production Site conforms to ULESPM Factory Production Control Assessment Service requirements. The “Initial Factory Production Control Assessment” is intended to evaluate whether each Manufacturer and Production Site of a Product that is eligible for ULESPM Mark Service at the time of the Initial Assessment, has a production line that is capable of producing a Product that is in

accordance with ULESPM Requirements. You acknowledge and agree that the Manufacturer(s) of the Product must demonstrate to our satisfaction that the Production Site(s) is/are producing, and intend/s to produce, the Product in accordance with the Service Agreement, including, but not limited to, the applicable Procedure referenced in Paragraph B.1. You further agree that the Manufacturer(s) shall establish and maintain a quality control program of inspection and testing of manufactured Product(s) at each Production Site in order to ensure that Products bearing any ULESPM Mark conform at all times to ULESPM Requirements.

3. **Factory Production Control Surveillance Assessment.** You acknowledge and agree that our representatives will make at least one yearly “ULESPM Factory Assessment visit to the Production Site(s) where the Products, that are eligible for ULESPM Mark Service, are manufactured. If during the ULESPM Factory Assessment any non-compliance with ULESPM Requirement(s) are found, the number of ULESPM Factory Assessment visits will increase according to the ULESPM Factory Assessment Report. We will select samples as required annually at your production facilities, at any place of sale, or elsewhere of distribution, for examination and/or testing to determine whether the specific samples so examined and/or tested conform to applicable ULESPM Requirements.
4. **Access to Facilities.** You acknowledge and agree that our representatives, as well as any third-party observers accompanying our representatives, shall have free, unannounced, immediate, safe, and secure access to the Production Site(s) and/or storage facilities where the covered Product(s), or any components thereof, are fabricated, processed, finished, stored, and/or located, during normal business hours and/or when the Production Site or storage facilities are actually in operation. You agree to provide our representatives with all safety and other protections required by law for your own employees, including, without limitation, all local occupational safety and health rules and regulations. You shall not attempt to condition the right of our representatives and third-party observers to obtain free access to the Production Site, and/or storage facility upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Contracting Party or its representative. If our representative signs such an agreement, waiver, or release, it shall be considered void and shall be of no force and effect. We shall, however, direct our representatives to exercise reasonable care to comply with any plant safety regulations generally applicable to personnel at any such Production Site or storage facility.
5. **Access to ULESPM Marks.** Consistent with Paragraph 4, above, you shall ensure that Manufacturer(s) will make all ULESPM Marks, and the means of applying such ULESPM Marks, available for inspection by our representatives at each Production Site at all reasonable times. If our representative’s assessment discloses features that, in the sole opinion of our representative, does not conform to ULESPM Requirements, the Manufacturer(s) must correct such items within a time period designated by us, remove the ULESPM Marks from all Products that our representative identifies as non-conforming, or cease selling any such non-conforming Product(s) pending the outcome of any appeal to us, as provided hereinafter. If any Manufacturer disagrees with our representative regarding whether a Product is eligible to bear the ULESPM Mark, the Manufacturer(s) may hold the Product at the Production Site or storage facility pending an appeal to and a decision by us.
6. **Limitation of UL’s Liability for ULESPM Factory Production Control Assessment Services.** You expressly acknowledge and agree that ULESPM Factory Production

Control Assessment Services do not in any way relieve you of any responsibility for the design, manufacture, testing, marketing, and sale of your Product(s). Rather, you acknowledge and agree that ULESPM Factory Production Control Assessment Service is designed solely to serve as a check on the means that the Production Site(s) is/are using to determine the continued conformity of the ULESPM Requirements. You further acknowledge and agree that ULESPM Factory Production Control Assessment Service is designed to supplement, and not to supplant, your own efforts to examine and to test your manufactured Product(s). You agree to maintain appropriate testing and measuring equipment at your facilities. You will ensure that the testing and measuring equipment is properly calibrated and maintain appropriate records of calibration for the equipment. You will make your calibration records and your testing and measuring equipment available to our representative during a ULESPM Factory Production Control Assessment as appropriate for the applicable Products. As such, you expressly agree that the provisions of Paragraphs 10 and 11 of the GSA shall apply to our ULESPM Factory Production Control Assessment Services.

C. Fees and Expenses

1. **Product Investigation Fees.** We will establish a fee for each Product Investigation (including engineering, technical, and support personnel charges) and provide this fee in a Quotation to you. Unless we expressly agree in writing otherwise, we will bill Applicant for all Product Investigation fees. The fee shall cover one (1) examination and one (1) set of such tests as we determine are appropriate for the Product (not including testing of additional samples, retesting the Product or a modified sample of the Product, separate investigations of components of a Product, or reimbursable expenses), as well as the preparation of a Test Report. We shall not exceed the agreed upon fee without written authorization from Applicant.
2. **ULESPM Factory Production Control Assessment Service Fees.** Unless we expressly agree in writing otherwise, we will bill the Applicant for the ULESPM Factory Production Control Assessment Service at our then -current rates, which we may, in our sole discretion, and upon notice to the Applicant, change from time to time. ULESPM Factory Production Control Assessment Service charges may vary, depending upon the nature and extent of the necessary assessment that we undertake, including any costs resulting from the failure of a Production Site(s) to conform to ULESPM Requirements or from insufficient Production quality control procedures.
3. **Field Report Investigation Fees.** Unless we expressly agree in writing otherwise, we will bill Applicant at our then -current rates for any and all investigations and/or corrective actions necessitated by any unauthorized use of the ULESPM Mark and/or by any failure of a covered Product to conform to the description and specifications contained in the ULESPM Test Report; the ULESPM Requirements and/or the ULESPM Certificate.
4. **Expenses.** Unless we expressly agree in writing otherwise, we will bill Applicant for all reimbursable expenses associated with a Product Investigation and/or any ULESPM Factory Production Control Assessment, which may include, without limitation: travel expenses; carrier, communications, and special equipment charges; materials, energy, and fuel; services of outside contractors or facilities; charges for photographs, drawings, reproductions, and printing; and charges for preparation of extra copies of ULESPM Test Reports and other documents.

D. **Marks**

1. **UL ESPM.** You acknowledge and agree that UL Contracting Party or another UL Company owns or has rights to several Marks including, without limitation, “Underwriters Laboratories” and “ULESPM.” You expressly agree that you shall not use UL Contracting Party’s or any other UL Company’s name, or any abbreviation, symbol, or Mark thereof, on, or in connection with, your Products, containers, or packaging, unless and until expressly authorized by us, and then only in the form or manner specified by us in writing (e.g., you may not refer to a Product submitted for ULESPM Service as “ULESPM pending”). You further agree that we may, but are not obligated to, notify any third party of any improper or unauthorized use of the Marks, or reference to UL Contracting Party or any other UL Company, by you.
2. **Form of ULESPM Certificate.** The ULESPM Certificate entitles the Product to bear the ULESPM Mark in the following form:



Unless we expressly agree in writing otherwise, any ULESPM Marks shall be in the form of separable, legible labels, as further defined on the ULESPM Certificate, not readily transferable from one Product to another.

3. **Ownership of Labels.** Notwithstanding the fact that we will not bear the manufacturing cost of labels or other means of applying the ULESPM Marks, you agree that title to, and control of, labels, markers, or other means of marking, shall be vested solely in UL Contracting Party in perpetuity. Our representatives shall have the right, on demand, to acquire possession of any and all unused labels, markers, or other means of applying the ULESPM Marks when, in the sole opinion of our representative, such action is warranted under the circumstances.
4. **Client’s Use of ULESPM Mark.** You expressly agree and warrant that you are solely responsible for your use of any Mark and that you will, through proper inspection, examination, testing, and/or otherwise, periodically confirm that any of your Products that bear a ULESPM Mark have been, and are being, manufactured in conformity with ULESPM Requirements. You further agree that your use of the ULESPM Mark constitutes your declaration and representation that Products bearing the ULESPM Mark are covered by a ULESPM Mark Service and were manufactured in conformity with all applicable ULESPM Requirements, including without limitation the description and details contained in the ULESPM Test Report and ULESPM Certificate. You further agrees that your use of such a ULESPM Mark constitutes Your declaration and representation that field-installed Products bearing the ULESPM Mark are covered by a ULESPM Mark Service

and have been installed, and will be maintained, in conformity with all applicable ULESPM Requirements.

5. **Misuse of Name or ULESPM Mark.** You acknowledge and agree that the manufacture, sale, delivery, shipment, distribution, or promotion of any Product utilizing a Mark, or a description referring to UL Contracting Party, UL NL or any other UL Company, could mislead third parties if such Product is not, in fact, covered by ULESPM Mark Service and/or does not comply with ULESPM Requirements (including, without limitation, the applicable EN Standards or ULESPM Test Report), and/or if the ULESPM Marks are used in any way other than as provided in the Service Agreement and in the applicable ULESPM Test Report and ULESPM Certificate. You acknowledge and agree that any such use of the UL Contracting Party's, or any other UL Company's name, or ULESPM Mark would constitute a "misuse" under the terms of the Service Agreement. You expressly agrees that any misuse of any UL Company's name or Mark, such as the ULESPM Mark, will subject you to both liability for breach of contract and to the remedies for such breach set forth in the Service Agreement and in Paragraphs E.1 - E.4 below.
6. **Use of Name and ULESPM Marks in Advertising and Promotional Materials.** Subject to the terms of the Service Agreement and as authorized in writing by us, we will permit you to make appropriate references to us in promotional or advertising material, in any medium, including, without limitation, print or electronic media, solely in connection with covered Products that bear the ULESPM Mark; PROVIDED THAT, in our sole opinion, the following conditions are met: (a) the promotional or advertising material is in no way inconsistent with our findings and/or coverages; (b) the reference to UL Contracting Party or another UL Company is not intended to and does not create a misleading impression as to the nature of our findings and coverages, and/or our ULESPM Mark Service; and (c) the promotional or advertising material does not in any manner state or imply that we are in any way (i) "endorsing" or "certifying" the Product; or (ii) "warranting" or "guaranteeing" any aspect of the Product, its performance, and/or its "safety." Except for the ULESPM Mark that is prescribed for use on the ULESPM Certificate, no other Marks may be used in any advertising or promotional material related to a Covered Product, unless otherwise expressly authorized by in writing by us.

E. Termination.

1. **Immediate Termination Events.** In the event that you default on any of your obligations under any Service Agreement with us, including, but not limited to, any misuse of the ULESPM Mark, as defined in Paragraph D.5 above, we may, in our sole discretion, immediately terminate or suspend, any of your Products related to such default, and any and all rights or authorities conferred upon you by virtue of the Parties' agreements, including any right to use any Marks on any Product(s), without prejudice to any other rights or remedies that we may have.
2. **Additional Termination Events.** Upon the occurrence of any of the following events or conditions, and upon thirty (30) days' written notice to you ("the cancellation notice"), we may terminate, in whole or in part, as to any or all Covered Product(s), any rights or authority conferred upon you by the Service Agreement: (a) your failure to use the ULESPM Mark on covered Product(s) for a period of two (2) consecutive calendar years; (b) your filing of any voluntary or involuntary petition in bankruptcy; (c) the appointment of a receiver for your business; and/or (d) the voluntary or involuntary liquidation of your

business. In such termination notice, we will provide you with a date by which you must cease using any and all ULESPM Marks covered by the notice (the “date of withdrawal”).

3. **Termination Upon Non-Eligibility.** If, at any time and for any reason, any of your Product(s) become ineligible for ULESPM Mark Service, we shall immediately discontinue ULESPM Mark Service on such ineligible Product(s) and shall terminate your rights and authorities under the Service Agreement with respect to such Product(s), pursuant to a termination notice.
4. **UL Contracting Party’s Actions Upon Termination.** Upon any termination of the Service Agreement, we may, among other things, (a) discontinue any ULESPM Service on any of your Product(s), and/or (b) take physical possession of any unused ULESPM Marks, which, in our judgment, were issued to you for use in connection with any Product(s) related to the termination. You expressly agrees that, on or before the cancellation date, as defined in Paragraph E.2. above, you will cease using any ULESPM Marks on, or in connection with, any covered Product(s) addressed in the cancellation notice, including any use of any ULESPM Marks, or any reference to UL Contracting Party or another UL Company, in the marketing, promotion, and/or advertising of such Product(s).