

## SERVICE TERMS: TECHNICAL EVALUATION DEVELOPER PROGRAM

These Service Terms shall govern Technical Evaluation Developer Program for the firestop industry (“Services”) performed by the UL Solutions 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 Technical Evaluation Developer Program. 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.** The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation. Under the UL Solutions Technical Evaluation Developer Program, the UL Solutions Contracting Party will audit the Client’s quality management system for the creation of technical evaluations (“Quality Management System”). Technical evaluations are advisory documents written by the Client’s staff regarding the installation and use of their products. The Client and their staff who prepare these evaluations are identified by the UL Solutions Contracting Party as the Technical Evaluation Developer. The Client’s Quality Management System shall document the processes utilized by the Client for writing technical evaluations, minimum content required for each evaluation, competency records and continuing education of staff, testing and product certification submittals, document retention and for ongoing review and continual improvement of quality scheme documents. The Client’s Quality Management System will be audited against the Technical Evaluation Developer Requirements set forth in Section 2 below (“Program Requirements”). Clients whose Quality Management System is audited and found to comply with the Program Requirements will be identified as an authorized Technical Evaluation Developer in the UL Solutions Contracting Party’s Product IQ database and/ or other quality management solution. The Services shall not result in UL Solutions Contracting Party’s review, endorsement or approval of any Client issued technical evaluations, nor the UL Solutions Contracting Party issuing product safety certification of any product or registration of any management system. \
- 2. Price.** A Quotation or Project Confirmation will establish the price for the Services. The price will depend upon the type of contractor services provided by the Client and the scope of the Client’s quality systems. All Quotations and Project Confirmations are subject to change at UL Solutions Contracting Party’s discretion, upon reasonable notice to Client, and depending upon the requirements of the specific project.
- 3. Technical Evaluation Developer Program Requirements.** Client agrees to abide by the terms of the current Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties. The Program Requirements are available at <https://www.ul.com/services/technical-evaluation-developer-program> and will be supplied in hard copy upon request. The Program Requirements more fully explain the Technical Evaluation Developer Program and Client’s obligations and rights thereunder. Client is responsible to review the Program Requirements from time to time as modifications may occur.
- 4. Access to Facilities.** Client agrees that UL Solutions Contracting Party’s representatives shall have free, safe, and secure access to facilities where Client’s records and systems are kept so that UL Solutions Contracting Party may perform the audits in the Program Requirements. Client agrees to provide UL Solutions Contracting Party’s representatives with all safety and other protections required by law for Client’s own employees including, without limitation, local environmental health and safety rules and regulations. The right of UL Solutions Contracting Party’s representatives to obtain free access to a facility shall not be conditioned upon the signing of any agreement, waiver, or release which in any way purports to affect the legal rights or obligations of UL Solutions Contracting Party or UL Solutions Contracting Party’s representative. If UL Solutions Contracting Party’s representatives sign such an agreement, waiver, or release, it shall be void and have no force and effect. However, UL Solutions Contracting Party shall direct its representatives to exercise due care to comply with any plant safety regulations generally applicable to personnel at the facility.
- 5. Use of Names and Marks.** Qualified Technical Evaluation Developer Program Services shall not result in UL Solutions Contracting Party issuing product safety certification, registration, or any authorization to use the Marks. Except as otherwise expressly authorized by the Qualified Technical Evaluation Developer Program Requirements, Client shall not use UL Solutions Contracting Party’s or any other UL Solutions Company’s, name,

abbreviation, or symbols, or any other form of reference which may be interpreted to refer to UL Solutions Contracting Party or any other UL Solutions Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise indicating participation in the Qualified Technical Evaluation Developer Program. UL Solutions Contracting Party's name and the Marks owned or controlled by UL Solutions Contracting Party, or another UL Solutions Company may not be used in connection with particular technical evaluations issued by the Client. Products which are currently certified by the UL Solutions Contracting Party or other UL Solutions Company and subjected to ongoing UL Solutions Follow-up Service as identified in UL Solutions' ProductIQ ([www.productiq.ul.com](http://www.productiq.ul.com)) are to be exempted from this clause.

- 6. Insurance.** Client shall present to UL Solutions Contracting Party's satisfaction certificates of insurance showing UL Solutions Contracting Party as an additional insured under a professional Liability insurance policy with limits of not less than \$5 million (USD) per occurrence and \$5 million (USD) in the aggregate through either a single primary Comprehensive General Liability policy or through a combination of a Comprehensive General Liability policy and an Excess Liability policy. Client shall maintain such insurance in effect for the duration of the Service Agreement and shall present certificates evidencing such insurance to UL Solutions Contracting Party upon request.
- 7. Web Services.** UL Solutions Contracting Party may provide Client with certain website tools and related services, including the ability to order services online through a website (collectively, the "Web Services"). The Web Services are provided to Client as a convenience and are provided on an "as is", and/or "as available" basis. By using the Web Services, Client acknowledges and agrees that no data or content transmitted over UL Solutions Contracting Party networks, the internet, or wirelessly, or through or in connection with the Web Services, is guaranteed to be secure or free from unauthorized intrusion, and that data stored by UL Solutions Contracting Party, UL Solutions Contracting Party's affiliates, or UL Solutions Contracting Party service providers may be deleted, modified, or damaged. Client acknowledges that if Client wishes to protect Client's transmission of data or files to UL Solutions Contracting Party, it is Client's responsibility to use a secure encrypted connection to communicate with and use the Web Services. Web Services are included in Services at Client's sole risk, and are subject to any terms of use applicable to such Web Services.