

SERVICE TERMS: QUALIFIED CONTRACTOR SERVICES

These Service Terms shall govern the Qualified Contractor Program services (the “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 (the “GSA”) are incorporated by reference into and are an integral part of each Service Agreement 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. Scope of Service.** UL Solutions Contracting Party will evaluate Client’s quality systems for specified contractor services. The Services shall not result in UL Solutions Contracting Party issuing product safety certification of any product or registration of any management system. The Services will not result in UL Solutions Contracting Party’s approval of Client installations. The Services requested by Client for specific projects shall be set out in a Quotation or Project Confirmation.
- 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. An annual fee will be determined by UL Solutions Contracting Party in its discretion. The annual fee will be assessed in the first quarter of subsequent years and payable by Customer in accordance with the terms of the Service Agreement. UL Solutions will provide reasonable notice to Customers of any changes in annual fees.
- 3. Qualified Contractor Program Requirements.** Client will need to review the document(s) containing additional Qualified Contractor Program Requirements, as modified from time to time (“Program Requirements”) for the applicable type(s) of qualified contractor certification. The Program Requirements more fully explain the Qualified Contractor programs and Client’s obligations and rights under those programs. The Program Requirements are available at UL.com/firestopcontractor, UL.com/services/data-center-integrator-qualification-program, <https://www.ul.com/services/ul-qualified-sfrm-contractor-program>, and will be supplied in hard copy upon request. Client agrees to abide by the terms of the applicable Program Requirements, which are incorporated by reference into these Service Terms and made a part of the Service Agreement between the parties.
- 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 as described 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, all U.S. Occupational Safety and Health Administration 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. In the event that the Services require an on-site visit to a Client job site, Client agrees to make appropriate arrangements for access by UL Solutions Contracting Party personnel on the job site.
- 5. Use of Names and Marks.** The Services will 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 Contractor Program Requirements, Client shall not use UL Solutions Contracting Party’s or any other UL 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 Company, on any goods or their containers or packaging, or in connection with any oral or written advertising, promotions, or otherwise. UL Solutions Contracting Party’s name and the Marks owned or controlled by UL Solutions Contracting Party, or another UL Company may not be used in connection with particular installation sites.
- 6. Insurance.** Client shall present to UL Solutions Contracting Party’s satisfaction certificates of insurance evidencing Client is insured under a professional liability insurance policy and general liability insurance policy with limits of not less than \$5 million (USD) per occurrence and \$5 million in the aggregate. 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.